



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008(ODISHA)**

CORRIGENDUM

Reference to our Tender Notice No. NITR/PW/Tender/11/07, dated. 11.07.11 which was published in The Sambad (Rourkela edition), Utkal mail (Rourkela edition), Bharat Darshan (Rourkela edition) for **Operating of Book Shop in the Academic area of the Institute**, the last date of submission of proposals for the above advertisement is extended till 01.08.2011 by 3.00 P.M & shall be opened at 3.30 P.M on the same date.

All other terms and condition remain unaltered.

Ph : 0661-2462021/2476773
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Sd/-
REGISTRAR



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA -769008 (ORISSA)

Tender Notice No.NITR/PW/Tender/11/07

Date: 11.07.11

TENDER FOR OPERATING A BOOK SHOP IN THE ACADEMIC AREA OF INSTITUTE

N.I.T Rourkela is a premier technical Institute in the country with undergraduate, post-graduate and research programs in many branches of science and engineering. There are more than 2000 students studying in the campus at a time. The campus possesses a well equipped library which is progressively expanding its collection. The library spends nearly 2 crore per year in procurement of books and journals. We have a mandated book purchase program for the students. In addition to this we have 200 faculty members who get an annual reimbursement of Rs 3000/- per year per faculty for book purchase. The institute has space of approximately **45 Sqm.** within academic area for a well equipped book store. Reputed book vendors with established book business are invited to submit their proposal for operating a book and stationary shop (academic stationery only) in the academic area of the Institute with following terms and conditions.

A. BUSINESS OPPORTUNITIES:

- 1) Institute will place order for its library to the extent of ten times of its counter sale to NIT faculty, staff and students excluding sales resulting from two book fairs, or 20% of library's annual book purchase including purchases resulting from book fairs, whichever is lower.
- 2) While the Institute does not compel any student or faculty to buy their books and stationary from any specified vendor, a book store on campus is expected to be their natural choice, if the store gives the right ambience and the competitive price.
- 3) The shop owner should use his own marketability, skill and strategy to cater the needs of the huge academic mass.
- 4) The shop owner is encouraged to conduct book exhibitions at regular intervals.
- 5) The vendor can sell modern academic stationery suitable to need of students, faculty and other offices.

B. OPERATIVE TERMS AND CONDITION:

- 1) After selection the Firm/Agency shall be intimated to operate the shop from a date fixed by the institute. (Preferably within 7-15 days of issue of L.O.I).
- 2) The Firm/Agency shall be required to furnish the interior of the shop, such as making of showcase, racks etc. But there shall be no construction, decoration or alteration of building (Temporary or permanent), without prior approval of the Institute.
- 3) The firm must make arrangement for display of books to promote sales. Books can be technical or general in nature. At least 1000 recent books distributed over all branches, plus additional books on any specific branch must be on display.
- 4) The collection should include text books, high quality research and reference books, popular classics and best sellers etc. In addition to the above children's books and story books must find place in good numbers.
- 5) The shop must be ready to take up the urgent needs of the library and deliver the books in time, when there is such a request.
- 6) Prices of main stationary products must be displayed. The firm/book vendor must offer a discount to NIT students and faculty on book purchase.
- 7) The actual price list of the publisher must be furnished whenever asked for.
- 8) The vendor must be a registered agency of some major publishers, and such certificates must be submitted along with the proposal.
- 9) Stationary sale, Xerox etc will be permitted; but selling books will be the primary job of the firm.
- 10) The shop owner shall sell modern academic and computer stationery at a reasonable price to the students, staff members, other departments and offices of the Institute. The rates of the same must be approved by the Institute and displayed properly.
- 11) Only quality products adhering to Indian or ISO standard should be sold by the shop owner.
- 12) The shop should be open on all working days (Monday to Friday) from 8a.m to 8 p.m. On Saturday & Sunday and other holidays the shop shall run on limited hours as specified by the authorities.
- 13) Adequate number of support staff may be deployed for service of the customers.
- 14) The Firm is forbidden from giving credit to students and staff members of the institute. .
- 15) The premises of the store shall not be used for any other purpose.
- 16) The Firm/Agency shall be responsible for upkeep of the surrounding area. All trash should be disposed in properly covered bins.
- 17) The Registrar or an Officer explicitly authorized by him will represent the Institute in all dealings with the shop owner.

C. STATUTORY OBLIGATIONS:

- 1) The firm shall be directly responsible for payment of wages (including other benefits like E.P.F & E.S.I) to his manpower engaged under this contract at his own cost. No manpower and/or resources should be engaged exclusively for this shop; when the contract terminates there shall be no physical or moral pressure on the institute, on grounds of “person and/or resources displaced from job”.
- 2) The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government.
- 3) The Firm/Agency shall comply the regulatory clauses of labour Act and shall not engage any minor under this contract.
- 4) All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Vendor. The Institute shall in no way be liable for any such incident occurring during or in connection with this contract.
- 5) If there is any damage to the institute property or any other financial burden on the institute because of willful or negligent action by the firm, the institute shall be entitled to recover the same by means of compensation from the Shop owner.
- 6) No sub contracting will be permitted. The firm must be operating a book shop somewhere in India, preferably at a reasonable distance from NIT.
- 7) The store shall not distort the Institute Logo or other details and it shall not have any kind of monopoly over the institute logo or design of book and stationery procurement.

D. MODE OF SELECTION:

1. A committee constituted by the Institute will examine all the proposals on the basis of
 - a) Credentials in terms of proven track record in supply of books to various educational Organizations
 - b) Past experience in similar business
 - c) Authorization of reputed Publishers.
 - d) Financial Soundness of the Vendor.
2. The recommendation of the committee will be put up to Director, NIT Rourkela for his consideration. Decision of the Director will be final and binding. It should be noted that selection will be based on combination of credential, financial soundness and reputation instead of one alone.
3. Photo copies of all relevant documents as mentioned in Annexure-I have to be submitted along with the proposal, failing which the same is liable to be rejected.

E. COMMERCIAL TERMS AND CONDITIONS:

1. The successful bidder/firms shall deposit a Bank Draft of Rs.20,000/- (Rupees twenty thousand only) drawn on any nationalized bank in favour of Director, National Institute of Technology, Rourkela payable at Rourkela towards security deposit. The security money shall be released within one month after realization of the Institute dues, if there would be any on termination of the contract.
2. If the Firm/Agency fails to operate the shop within specified time given by the institute, the security deposit shall be forfeited and the next eligible firm/Agency shall be offered.
3. The Firm shall pay license fee of Rs.6000.00 (Rupees Six Thousand only) per annum, which can be paid in two installments (i.e. 1st installment by 30th June and 2nd installment by 31st December). In addition to this, electricity charges at actual (H.T rate + service charge) as per the meter reading has to be paid by the vendor every month.
4. For electricity charges, the firm will give an initial deposit of Rs. 5000/- which is refundable at the end of the contract period on vacating the premises. Electricity bill should be cleared within one week of receiving the bill.
5. The Caterer shall pay all taxes, fees, license charges, royalty commissions, deposit dues or other charges to the concerned authorities. In case of any default the institute shall have the right to recover the same from the bill or payment claimed from the institute.
6. The firm shall not appoint any person specifically for this business, nor make any major investment for the purpose. In case of termination of contract, the firm shall be solely responsible for its personnel and its assets.

F. CONTRACT VALIDITY:

1. The contract will be operative for a period of one year. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis.
2. This contract can be terminated under any one of the following circumstances.
 - (a) By giving one month notice by the Institute, without assigning a reason if in the opinion of the authorities such termination is in the interest of the institute. This termination will not be challenged by the contractor.
 - (b) The Vendor/Agency not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the vendor meets specification or is deficient and to what degree. In such a case the notice period shall be one week.

- (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract of the premises to any third party. The notice period shall be one week.
- (d) The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week.

During the notice period of termination of contract in any of the situation contemplate above, the Agency shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the vendor to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT, Rourkela.

G. JURISDICTION AND RIGHT TO AMEND RULES:

- 1. The institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the vendor in due course.
- 2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the contractor and the institute as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

H. INSTRUCTIONS TO THE BIDDERS:

- 1. Interested bidders can visit the site in our campus on any working day. In case of any further clarification, the bidders may contact Prof. B. C. Ray, Department of Metallurgical & Materials Engg, Prof. I/C On Campus Business, NIT, Rourkela.
- 2. The bids must be submitted in one packet mentioning the following aspects of the agency/Vendor
 - a) Techno-Commercial aspects.
 - b) Financial Soundness.
 - c) Credentials.

3. E.M.D of Rs.10,000/- (Rupees Ten thousand only) in the shape of demand draft/ Banker's cheque in favor of " Director, NIT, Rourkela", payable at Rourkela must be deposited along with the bid without which the bid will not be honored and liable to be rejected . The E.M.D will be refunded to unsuccessful bidders within a week of finalization of tender.
4. The bidders are requested to apply in a sealed envelope, addressed to The Registrar, NIT, Rourkela, superscribing the following on the top of the envelope

**TENDER FOR OPERATING A BOOK SHOP IN THE ACADEMIC
AREA OF INSTITUTE**

**TENDER NOTICE NO: NITR/PW/ Tender/11/07, DATE: 11.07.2011
DUE DATE: 1.08.2011**

5. All relevant information and documents must be furnished along with the proposals in the given format (Annexure- I).
 6. Last date for submission of proposals : **Dt. 01.08.2011 by 3.00 PM 8**
Date of opening of proposals : **Dt. 01.08.2011 at 3.30 PM**
 7. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.
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ON THE LETTERHEAD OF THE FIRM
PROPOSAL FOR ALLOTMENT OF BOOK SHOP

1. Name of the Firm/Agency : _____
2. Full Postal Address : _____

3. Other Business of the Firm _____
4. Office/Residence Phone No./ Mobile No., If any : _____
5. Office Fax No. If any : _____
6. Name(s) of the Proprietor/
Partners : _____
7. Trade License/ VAT No./ PAN No.
SRIN No (Mandatory) : _____
8. Volume of Business in the Financial : _____
Year 2008-09, 2007-08 and 2006-07.
9. Volume of Business in the Financial : _____
Year 2007-08 and / or 2008-09 with
NIT, Rourkela, If any Give details:
10. Past experience in similar business or credential (enclose relevant document)

Signature of the Proprietor/ Partner

N.B. (Please enclose the following documents along with the form)

1. ITR/ Income Tax / Sales Tax Clearance Certificate
2. VAT/SRIN registration and PAN No.
3. Dealership Certificate if any.
4. Order copy of other organizations.
5. Photograph of Shop (presently owned).
6. Agency/ Dealership certificate of book publishers.