

LALIT NARAYAN MITHILA UNIVERSITY

KAMESHWARANAGAR, DARBHANGA

Request for Proposal (RFP)

For

Supply and Installation of Musical Instruments and Accessories

Tender No: LNMU/MERU (PM-USHA)/04/2025

Date: 30/11/2025



Issuing Authority:

Dr. Divya Rani Hansda
Registrar
L.N. Mithila University
Darbhanga
registrar@lnmu.ac.in

Disclaimer

- 1 Lalit Narayan Mithila University (hereinafter referred to as 'LNMU') has issued this Request for Proposal (hereinafter referred to as "RFP") for Agency for Supply, Installation and Services of musical instruments for its maintenance to LNMU, on such terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different parts of this RFP document.
- 2 This RFP has been prepared with an intention to invite prospective applicants/bidders and to assist them in understanding the requirements of the client and expectations from the system. It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the prospective bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for LNMU to consider the investment objectives, financial situation and particular needs of each bidder.
- 3 LNMU has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by LNMU in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
- 4 This RFP is not an agreement by or / and between LNMU and the prospective bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on LNMU, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. LNMU makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. The bidders are encouraged to take professional help from experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The bidders are also requested to go through the RFP document in detail and bring to notice of LNMU, any kind of error, misprint, inaccuracies, or omission in the document. LNMU reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. LNMU also reserves the right to decline to discuss the project further with any party submitting a proposal.
- 5 No reimbursement of cost of any type will be paid to persons or entities submitting a proposal. The bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

demonstrations or presentations which may be required by LNMU or any other costs incurred in connection with or relating to its bid.

- 6 The issue of this RFP does not imply that LNMU is bound to select and pre-qualify bids for bid stage or to appoint the selected bidder, as the case may be, for the project and LNMU reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 LNMU may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- 8 LNMU, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of bidder for participation in the Bidding Process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort, principles of restitution for unjust enrichment or otherwise.
- 9 LNMU also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever arising from reliance of any bidder upon the statements contained in this RFP.

30-11-25

Registrar
LNMU, Darbhanga

1. Background Information

1.1. Basic Information


Established in 1972, LNMU has been at the forefront of higher education, fostering academic excellence and research innovation. As one of the leading institutions in Bihar, the University is committed to shaping the future through quality education, cutting-edge research, and industry collaboration.

With a diverse range of disciplines and a strong network of 43 Constituent and 38 Affiliated colleges, LNMU provides a dynamic learning environment that nurtures both students and faculty. LNMU has continuously evolved to meet educational standards while addressing the local and regional needs of society. The all-round effort of the entire LNMU family has led the University B++ in the recent NAAC accreditation.

LNMU invites Agency for Supply, Installation and Services of Musical Instruments for its maintenance to LNMU. This will contribute towards advancement of knowledge and research.

2. Schedules of Events

Sl No.	Event Description	Timeline
1	Last date and time for downloading the RFP	Till 20/12/2025 up to 03:00 PM, on the e-Procurement Portal (https://www.eproc2.bihar.gov.in)
2	Last date and time for submission (upload) of online bidding document	Till 20/12/2025 up to 05:00 PM, on the e-Procurement Portal (https://www.eproc2.bihar.gov.in)
3	Time, Date of opening of Technical Bid	22/12/2025 at 11:30 AM on the e-Procurement Portal (https://www.eproc2.bihar.gov.in)
4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal/ (https://www.eproc2.bihar.gov.in)
5	Pre-bid meeting (Date & time)	06/12/2025 (Saturday) at 11:00 AM onwards Venue: Conference Hall, Univ Dept of Physics, LNMU, Darbhanga
6	University Contact Person and Number	Mr. Amrit Jha 9679227085 (MERU Officer, LNMU, Darbhanga) Dr. Atanu Banerjee 9862283752 (ePROC Coordinator, LNMU, Darbhanga)


Registrar
LNMU, Darbhanga

3. Submission of Response/Proposal

- A. Bidders are advised to visit LNMU and Eproc2 website on a regular basis for any updates. This RFP process will be administered through the state public procurement portal (SPP) (URL: <https://eproc2.bihar.gov.in>). The Bidders are required to submit soft copies of their proposals electronically on the SPP Portal, using valid digital signature certificates of officers duly authorized to submit the bid in e-files. More information for submitting the bids online on the SPP Portal may be obtained at <https://eproc2.bihar.gov.in/EPKV2Web/>
- B. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid. Failure to submit the bid on time could cause a bid to be rejected. The University will not accept delivery of the Bid by fax/e-mail or any other electronic/non- electronic means other than uploading on the procurement portal.
- C. The addendum, corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eproc2.bihar.gov.in and LNMU website <https://www.lnmu.ac.in/>. Any such shall be deemed to be incorporated into this RFP.
- D. If a format for a specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid/ binding on the Bidder and that is acceptable to the University. In any event, the University shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the University.
- E. The bidders should submit their responses as per the format given in this RFP in the following manner:
 - i. Response to Pre-Qualification Criterion
 - ii. Technical Qualification Criterion
 - iii. Financial Proposal
- F. Prices should not be indicated in the Pre-Qualification Proposal or Technical Qualification Criteria Proposal but should only be indicated in the Commercial/ Financial Proposal in the format given in e-procurement portal.

4. Site Inspection

Bidders are advised to inspect the site and its surroundings where the Musical Instruments are to be installed and satisfy themselves before submitting their tenders. A bidder shall be deemed to have full knowledge of the work whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. Acceptance

During bidding stage, the firm/supplier/dealer will arrange the demonstration of equipment /material for its quality/ specification check at LNMU's premises or online at its own cost if required by LNMU officials before placing the supply order. Acceptance Test shall be conducted, before commissioning. The tests to be carried out, test procedures, test schedules,

test equipment and tools, and expected test results are to be provided by the vendor to meet all the specified parameters/ service requirements. The date on which Final Acceptance Certificate is issued shall be deemed to be the date of successful commissioning of the Musical Instruments along with their associated accessories.

The Bidder shall provide such packing of the Musical Instruments as is required to prevent damage or deterioration during shipment of the Musical Instruments. The Bidder shall promptly repair or replace any Musical Instruments that gets damaged in transit. The packing, marking, and documentation within and outside the packages shall also comply strictly with the requirements. The Bidder shall insert in each case a packing list, fully itemized to show case number, contents, gross and net weight, and cubic measurement.

If the Musical Instruments fails to meet the standards of performance for Acceptance Testing and during warranty period due to faulty part/component, the replacement of faulty part/component has to be carried out by the Bidder free of cost. Freight, insurance and other allied expenditure like customs duties etc. for such part/component shall be the liability of the Bidder. Bidder will reimburse to LNMU the cost incurred by the University, if any, on replacement of such faulty part/component.

If it becomes necessary for the Bidder to replace or renew any defective portions of the Equipment under this clause, the provisions of this clause shall apply to the portions of the Equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period whichever may be the later. If any defects be not remedied within 15 (Fifteen) days from the date of communication thereof or within such other specific period as may be allowed by LNMU in his discretion on application made to that effect by the Bidder, the University may proceed to carry out the work at Bidder's risk and expense, but without prejudice to any other rights which the University may have against the Bidder in respect of such defects.

6. Training to LNMU

Bidder shall provide training to the personnel nominated by the University at respective locations to enable them to have sufficient knowledge and skill to effectively manage, maintain, use and operate Musical Instruments and to change/modify programs during installation, warranty and O&M period.

On-site training during the installation of the Equipment shall be arranged by the Bidder. Arrangement of all training materials such as manuals, drawings, brochures etc. shall be the responsibility of the Bidder.

7. Preparation and Submission of Proposal

7.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by LNMU to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the

bid process.

LNMU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English and Hindi, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

7.3. Pre-Bid Conference

- a) LNMU shall hold a pre-bid meeting with the prospective Bidders as per information given in the schedules of events.
- b) The Bidders will have to ensure that their queries for pre-bid meetings should reach the point of contact (Nodal Officer) in written form either mail or in form of letter in company's letter head only as mentioned in the schedule of events within the timelines given. Mail Id - merulnmu@lnmu.ac.in. A separate google link will be created for the outstation bidders and shall be informed a day prior to the pre bid meet on the University website.
- c) The email should necessarily have subject as per the following nomenclature: *"Pre-bid Query - RFP LNMU **{Company's Name}"*
- d) The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

S. No	Name of mobile number of the authorized contact person and address of the bidder	RFP document reference(s). (Section & page number)	Content of RFP requiring clarification	Bidders Query

7.4 Evaluation process

The Technical evaluation committee shall be constituted by the University. The Technical Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

7.5 Tender Opening

The Proposals submitted by bidders will be opened online at Time, Date as mentioned in schedules of events by LNMU officials or any other officer authorized by LNMU, in the presence of such of those Bidders or their representatives who may be present at the time of opening. In the event that no bidders are present, the tender will still be opened as scheduled. Thus, physical presence of Bidders or their representative is not compulsory.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

7.6 Tender Validity

The offer submitted by the Bidders should be valid for a period of 180 days from the date of submission of Tender.

7.7 Document and Tender Processing Fee:

All Applicants have to pay a non-refundable Document Fee of Rs.5,000/- (Five Thousand only) by demand draft in favour of “Registrar, Lalit Narayan Mithila University” payable at Punjab National Bank, Darbhanga and tender processing fees, as applicable through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on eProc2 Portal. A copy of proof of payment of the same must be attached with the technical bid documents.

7.8 Earnest Money Deposit (EMD):

- An EMD of Rs. 15,000/- (Rupees Fifteen Thousand only) through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card/) on E-Proc2 Portal or in form of bank guarantee, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.
- EMD must be submitted by all the bidders except those who are registered with the Central Purchase Organization/State Purchase Organization, National Small Industries Corporation (NSIC) for the exact items/equipments of the tender.

8. Criteria for Evaluation

8.1. Pre-Qualification (PQ) / Eligibility Criteria

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
1	Registration Certificate	Bidder should be a Company/ firm registered under the Indian Companies Act (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for the last 3 years.	Certificate of Incorporation required and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
2	Sales Turnover in Such instrument Sales & Maintenance services	Average annual turnover of the applicant firms/ registered/ authorized dealers during the last three financial years should be a minimum of Rs. 1.5 Lakhs.	Extracts from Audited/Certified financial statements, GST and Balance sheet for last three financial years as per financial year of participating company/firm OR. Certificate from Chartered Accountant and Authorized Signatory.
3	Certificates	Apart from company / firm registration, Participant must have registered under the following: <ul style="list-style-type: none"> Valid GST Registration and GST Registration in Bihar Certificate. Income Tax Return of last three financial years 	Copy of all the mentioned certificates/ITR certified by authorized signatory
4	Letter of authorization from OEM	The bidder should be an OEM or their authorized dealer/ representative. In case of authorized dealer/ representative, a letter of authorization/ dealership clearly stating that dealer is authorized to bid for this particular tender on behalf of the original equipment manufacturer (OEM) and offer OEM products and services.	Letter of authorization from OEM confirming participation for this tender.
5	Technical Capability	<ul style="list-style-type: none"> Experience of working with at least 5 Government agency/ Educational Department / Research Institutions 	Work Order/ Completion Certificates from the client. It is essential to include experience certificates from each

		<ul style="list-style-type: none"> At least 1 supply order to the Education Institution of State Government/ Central Government of India/ reputed Research Institution above Rs. 2 Lakhs. Ongoing projects will also be considered. 	client. If the agency's work is ongoing, please include the relevant supporting.
6	ISO Certificate	The Bidder should have valid ISO 9001: 2008/2015 Certificate of the OEM	Copy of Valid ISO 9001: 2008/2015 certificate to be submitted certified by authorized signatory
7	Local Service Centers	The bidder should have technical manpower to provide service for support for supply of the instruments in this contract.	Self-Certified letter by authorized signatory to provide services
8	Participant should not be an entity which has been black- listed by Government	A notarized affidavit that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as on bid submission date.	A notarized affidavit on Rs. 1000/- Stamp paper.

8.2. Technical Qualification Criteria

Sr. No.	Basic Requirement	Specific Requirement	Documents Required	Maximum Marks
1	Age of firm/ company	<ul style="list-style-type: none"> 3 Year to 5 financial Years: 15 marks More than 5 financial years: 20 marks 	Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP	20 marks
2	Average annual turnover of the firm/company in the last three financial years.	<ul style="list-style-type: none"> From 1.5 Lakhs and up to 5 Lakhs: 10 marks More than Rs. 5 lakhs and up to 10 Lakhs: 15 marks More than 10 Lakhs: 20 marks 	Audited financial statement and a certificate from Statutory Auditor confirming the same	20 marks

3	Experience of working with at least Government agency/ Educational Department/ University/ College. Ongoing projects will be considered.	<p>Bidders must have successfully undertaken the work/Ongoing projects will be considered.</p> <ul style="list-style-type: none"> • 5 but up to 8 such assignments :15 marks • 9 but up to 10 such assignments :20 marks • More than 10: 25 marks 	Work Order/ Completion Certificates from the client	25 marks
4	Supply orders to the government colleges/ universities/ Government agency/ Educational Department/ Educational or Research Institutions, funded by State Government/ Central Government of India above Rs. 2 Lakhs in each work order.	<p>Bidders must have successfully undertaken the work/Ongoing projects will be considered.</p> <ul style="list-style-type: none"> • 1 but up to 3 such assignments :5 marks • More than 3 such assignments: 10 marks 	Work Order/ Completion Certificates from the client	10 marks
5	Service Centre	<ul style="list-style-type: none"> • Service Centre in Bihar: 5 Marks 	Rent document/Centre establishment/ Deed/establishment / Deed/any other relevant document	5 Marks
6	An undertaking (self-certificate) that the agency has Manpower having domain knowledge of Instruments.	<ul style="list-style-type: none"> • Below 10 Employees: 10 Marks • 11 to 50 Employee: 15 Marks • More than 50: 20 Marks 	Bidder must furnish a declaration on the company letter head about actual number of employees. If number of employees is more than 20 then Manpower Certificate issued by the Chartered Accountant with PF/ESIC	20 Marks

			Certificate/TDS form/26AS of employee	
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Note: -

- Notwithstanding anything contained in this tender document, technical assessment shall be made at the sole discretion of the University and its decision shall be final and not challengeable.
- All the bidders to note that the bidder getting / securing minimum 60 marks and above out of the 100 marks as shown in evaluation table, will be considered as technically qualified and Commercial/financial bid of only those bidders shall be opened.
- In case of a tie in the L1 price, the technical evaluation score will be considered for the allotment of work. If there is a tie in both the L1 price and the technical evaluation score, the work will be awarded based on the average annual turnover submitted in the tender.
- Conditional bids shall be summarily rejected.

8.3. Financial Bid Evaluation

The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. In the event that no bidders are present, the tender will still be opened as scheduled. Thus, physical presence of the bidders or their representative is not mandatory during financial bid evaluation.

9. Appointment of vendor

9.1. Right to reject Proposal

LNMU reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LNMU action.

9.2. Performance Guarantee

The University will require the selected bidder to provide an irrevocably, unconditionally Performance Bank Guarantee, within 21 days from the Notification of award, for a value equivalent to 8% of the total cost of ownership. The Performance Guarantee should be valid for a period of 12 months from the date of award of contract. The Performance Guarantee shall be kept valid till completion of the supply order and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the supply order and Warranty period. In case the selected bidder fails to submit performance guarantee within the stipulated time, LNMU at its discretion may cancel the order placed on the selected bidder without giving any notice. LNMU shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or LNMU incurs any loss due to Vendor's negligence in carrying out the supply order implementation as per the agreed terms & conditions.

Further, failure to submit the performance guarantee within the stipulated time, LNMU will

initiate the process for confiscation of performance security from the L1 bidder and initiate the award of contract to the next L2 bidder post-negotiation.

9.3. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, LNMU shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between LNMU and the successful bidder.

9.4. Sub-Contracting, Consortium and Joint Ventures

Consortium, Joint venture, AOP (Association of Persons), subletting, Subcontracting and Outsourcing will not be allowed.

9.5. Transition And Exit Plan:

- The Selected Vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, the University reserves the right to charge appropriate penalties and liquidated damages from the selected agency.
- All risks during the transition stage shall be properly documented to ensure smooth transition without any service disruption.
- The transition plan along with the period shall be mutually agreed between the firm and the University when the situation occurs. Selected Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

10. Terms and Conditions: Applicable Post Award of Contract

10.1. Right to Terminate the Process

LNMU may terminate the RFP process at any time and without assigning any reason. LNMU makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by LNMU. The bidder's participation in this process may result in LNMU selecting the bidder to engage towards execution of the contract.

LNMU reserves the right to cancel the contract entered with the selected bidder and recover expenditure incurred by LNMU under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) If the selected bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will not be a breach of contract.
- d) LNMU reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions of account of liquidated damages exceed more than 10% of the total contract price.

- f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, LNMU reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.

10.2. Liquidated Damages

- a) Notwithstanding LNMU's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) LNMU reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by LNMU to the bidder. Liquidated damages will be calculated on a per week basis.

10.3. Limitation of Liability

- a) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- b) The total cumulative liability of either party arising from or relating to this contract shall not exceed the total amount paid to the Bidder by the client under that applicable statement of work that gives rise to such liability (as of the date the liability arose); provided however, that this limitation shall not apply to any liability for damages arising from (a) Willful misconduct or (b) Indemnification against third party claims for infringement.

10.4. Penalty

- a) The Bidder shall perform its obligations under the agreement entered into with LNMU, in a professional manner.
- b) The Bidder should perform all the activities as per timelines and parameters stipulated by LNMU in this RFP, failing which LNMU may at its discretion impose penalties on the Bidder as defined in the RFP. The penalties on the delivery of the Musical Instruments will be deducted from the payment to the vendor @ 1% of the project cost per week subject to a maximum of 10% or termination of the contract.

10.5. Dispute Resolution Mechanism

In case any dispute between the Parties does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations.

Arbitration shall be held in Bihar and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Provisions of this RFP shall be governed and construed in accordance with the Laws of India and would come under the exclusive jurisdiction of the High Court, Patna, Bihar.

10.6. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or LNMU as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or LNMU shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

10.7. Fraud Or Corrupt Practices

- a) The Bidders shall observe the highest standard of ethics during the Bidding Process and after the issue of the Letter of Intent (LOI)/Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, LNMU may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the University or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, LNMU shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b) Without prejudice to the rights of the University under Clause above and the rights and remedies which the University may have under the LOI /WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI /WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LNMU during a period of 1 (one) year from the date such Bidder is found by the University to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- i. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.
 - ii. **“Fraudulent practice”** means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - iii. **“Coercive practice”** means impairing or harming or threatening to impaired harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
 - iv. **“Undesirable practice”** means (I) establishing contact with any person connected with or employed or engaged by LNMU with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest.
 - v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

11. Technical Requirements

- i. The successful Bidder shall procure the instruments as required from reputed OEMs. The Bidder shall note that the specification provided is the minimum requirement and can supply better specification if required. The Bidder shall supply all components as per requirements of the RFP. The Bidder shall be responsible for supply of the Musical Instruments and installation at site.
- ii. All instruments proposed by the bidder shall be licensed to LNMU and will be the property of LNMU. The Bidder has to prepare and submit a delivery report including details of all components supplied. The delivery report will be validated by LNMU.
- iii. The instruments provided by the Successful Bidder shall meet all the Service Level requirements as mentioned in the RFP. While the basic Bill of Material will not change, any change in the BOM specification will be done only to provide a higher specification.
- iv. Successful bidders will be expected to bring all the installation equipment and tools required for the installation of the instruments. All the work shall be done in a conscientious manner as per the OEM guidelines and best industry practices. The Musical instruments shall be subjected to inspection at various stages. Local regulation/codes

shall be followed at all times. The Successful Bidder shall follow all Safety Regulations and Practices at the time of installation and implementation.

- v. The Successful Bidder shall not cause any damage to buildings/installation site and property and will perform restoration to the original condition to the satisfaction of Board authorities, if any damage occurs.
- vi. LNMU shall perform the acceptance test (AT) ensuring that all the instruments supplied are performing as per the specification. LNMU would issue certification of completion after verifying availability of all the instruments.
- vii. The bidder should provide all relevant documentation including:
 - Original Manuals, Data Sheets, Installation Documents and any other documents relevant to the hardware and peripherals supplied by the Bidder.
 - Documentation should be provided by the selected Bidder on a regular basis as and when desired by LNMU during the entire period of Contract.

12. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to LNMU for the duration of this contract.

12.1. Implementation Service Levels

Measurement	Target
Installation and commissioning of the musical instruments	Within 4 weeks from receipt of purchase order

12.2. Manpower Related Service Levels

The support personnel should be available over the phone. In critical situations or when directed by LNMU, the support personnel must be available on site within 4 Days of request from LNMU at the locations. Non-availability of the support personnel as stated above will be treated equivalent to a single occasion of non-conformity.

Measurement	Target	Penalty
No of Occasions of Non-Conformity	Up to 5 in year	No penalty
	More than 5 occasions of non-conformity in a year	0.2% of the Performance Bank Guarantee for every occasion of non-conformity exceeding 5
	More than 25 occasions of non-conformity in a year	0.5% of the Performance Bank Guarantee) for every occasion of non-conformity exceeding 25 (in addition to the penalty for exceeding 5 occasions of non-conformity as mentioned above)

13.Details on Scope of Work

The scope of work for this RFP will include the following activities:

- i. The scope of the work for this Request for proposal (RFP) for Selection of Agency for Musical Instrument Supply, Installation and Services for its maintenance to LNMU. It will enrich academic potential and vibrancy along with supporting and consolidating research. The purpose of this RFP is to on board potential agencies which have experience of supplying such instrument manufactured in India or abroad for research purposes in the University.
- ii. Maintenance of the supplied Musical Instruments for a period of 1 year, followed by Annual Maintenance Services (AMS) for an additional 3 years, as per the rates quoted in the financial bid and stipulated in the final signed contract.
- iii. The bidder will be responsible for providing Standard Musical Instruments for providing requisite equipment for the University as per their requirement and specification.
- iv. The instruments to be supplied shall be latest branded models manufactured with 100% new OEM parts. All products to be supplied should be part of current production as on the date of award of the tender. For the purpose of this contract “current production” shall mean that the instrument model has been manufactured and introduced in the market as new instrument. Refurbished instrument is not acceptable in any case.

IMPORTANT NOTE: The Bidders may substitute alternative standards, alternative brand names in its bid, provided that it demonstrates equal or better to the specifications of the bidding document. Do not mention Best Quality/Good Quality/Superior Quality, etc. Instead give the make and brand of items quoted.

14. Musical Instruments:

List of such instruments to be procured is attached below in the annexure A as per BOQ Document.

NOTE:

- i. Technically qualified lowest bidder (L1) for total BOQ will be selected.
- ii. In case of a tie at the L1 price, the work shall be awarded to the bidder who has obtained highest score in the technical bid and further tie then with the highest average annual turnover as submitted in the bid.

14.1.Installation of the Musical Equipment

The items should be installed and demonstrated by the supplier at the site of the consignee immediately after receipt of the item and the same will be put under operation to the satisfaction of LNMU who will test the performance of the items. No separate charges for installation / demonstration will be paid to the party beyond the quoted prices.

14.2.Warranty period, maintenance & technical support

The warranty period of all capital items shall commence after receipt of the items in good working condition and from the date of its satisfactory installation and acceptance test by the consignee.

The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

All the Capital items / Equipments shall be covered under One year onsite comprehensive warranty with Maintenance & Technical support services.

14.3.Deliverables & Timelines

The Bidder should deliver the instruments, commissioning and Installation within Four weeks from the date of issuance of purchase Order.

15.Payment Terms and Procedure

15.1.Payment Schedules

The payment amount will be equal to the amount specified in the financial bid of the bidder. Payments will be released only on satisfactory acceptance of the deliverables at each location (as mentioned in this RFP) as per the following schedule:

- i. 50% of the Contract amount towards the respective location shall become payable by LNMU after the complete delivery of all items as per the RFP.
- ii. 40% of the contract Amount towards respective location shall become payable by LNMU upon completion of setup configuration and test acceptance.
- iii. 10% of the Contract Amount shall become payable by LNMU after the submission of Successful completion Certificate from the user.

Annexure A- List and Technical Specification of the instruments and accessory items

Annexure B: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Form I: Particulars of the Bidders

Form II: Compliance Sheet for Pre-Qualification Criteria

Form III: Self Scoring by the Firm with document

Form IV: Letter of Proposal

Form V: Declaration by the bidder in case of non-submission of EMD

Form VI: Format of Bank guarantee for EMD submission

Form VII - Undertaking of Authenticity for the musical instruments

Form VIII: - Notarized affidavit about non-Black-Listing

Form IX:- Format of Bank guarantee for performance security deposit

Annexure C: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Financial Bid Proposal

Form 1: Financial Proposal

Annexure A - Technical Specification of the musical instruments

S.No.	Name of the instrument with description	Quantity
1	Harmonium (A) Male Male Double Line	1
2	Harmonium - Base Male	1
3	Harmonium (Scale Changer) Paul 9 3 9 Scale Changer	1
4	Tabla + Dugga Set (Metal) (1. Pancham+ 2. Pahli Kali + 3. Dusari Kali Note) Shisham Tabla Copper dugga	3
5	Electronic Tanpura Sarang sparshini Dx	1
6	Electronic Tanpura Sarang Maestro DX	1
7	Electronic Tabla (Taal Mala Digi – 60 Dx)	1
8	Electronic Tabla Roland HP D 20 Handsonic Digital Percussion pad or better	1
9	Acoustic Drum Set	1
10	Nagada (Naquareh)	1
11	Electric Drum TD – 17KVX2V	1
12	Miraj Tanpura Ahmadsaheb Female Tanpura	
13	Mixer (Soundcraft with Phantom Power GLX 8) 8-channel	1
14	Sound Card Internal + External	1
15	Monitor HS8	2

Note: The instruments mentioned in the table above may contain brand name or model number just to specify our requirements. The LNMU authorities do not pitch for any particular brand. Sellers are independent to provide the instruments of any brand/ model irrespective of those mentioned in the table above, provided that the specifications meet our requirements.

Form I: Particulars of the Bidders

Name and full address of the organization	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address (<i>Official</i>): Organization website: Year of Incorporation:	
Turn Over of the Organization (in crore) 2022-23: 2023-24: 2024-25:	
Income Tax Registration number (PAN)	
Goods and Services Tax (GSTN):	
Type of organization (Company/Society/Trust/LLP)	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the University (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____	

Form II: Compliance Sheet for Pre-Qualification Criteria

Sr. No.	Criteria	Specific Requirement	Proof of Document Attached in Annexure by Company (Please attach annexure for each criterion)
1	Registration Certificate	Bidder should be a Company/ firm registered under the Indian Companies Act (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for the last 3 years.	
2	Sales Turnover in musical instruments and related items Sales & Maintenance services	Average annual turnover of the applicant firms/ registered/ authorized dealers during the last three financial years should be a minimum of Rs. 1.5 Lakhs.	
3	Certificates	<p>Apart from company / firm registration, Participant must have registered under the following:</p> <ul style="list-style-type: none"> Valid GST Registration and GST Registration in Bihar Certificate. Income Tax Return with last three Financial years 	
4	Letter of authorization from OEM	The bidder should be an OEM or their authorized dealer/ representative. In case of authorized dealer/ representative, a letter of authorization/ dealership clearly stating that dealer is authorized to bid for this particular tender on behalf of the original equipment manufacturer (OEM) and offer OEM products and services.	
5	Technical Capability	<ul style="list-style-type: none"> Experience of working with at least 5 Government agency/ Educational Department/ Research Institutions At least 1 supply order to the Education Institution of State Government/ Central Government of India/ reputed Research Institution above Rs. 5 Lakhs. <p>Ongoing projects will also be considered.</p>	
6	ISO Certificate	The Bidder should have latest ISO 9001 Certificate of the OEM	

7	Local Service Centers	The bidder should have technical manpower to provide service for support for supply of the instruments in this contract.	
8	Participant should not be an entity which has been black-listed by central/state Government	A notarized affidavit on Rs. 1000/- stamp paper that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as on bid submission date.	

Form III: Self Scoring by the Firm with document

Sr. No.	Basic Requirement	Specific Requirement	Self-Marking by bidder	Proof of Document Attached in Annexure by Company (Please attach annexure for each criterion)
1	Age of firm/company	<ul style="list-style-type: none"> • 3 Year to 5 Years: 15 marks • More than 5 years: 20 marks 		
2	Turnover of the firm/company in the last three financial years.	<ul style="list-style-type: none"> • From 1.5 Lakhs and up to 5 Lakhs: 10 marks • More than Rs. 5 lakhs and up to 10 Lakhs: 15 marks • More than 10 Lakhs: 20 marks 		
3	Experience of working with at least Government agency/ Educational Department/ University/ College. Ongoing projects will be considered.	<p>Bidders must have successfully undertaken the work/Ongoing projects will be considered.</p> <ul style="list-style-type: none"> • 5 but up to 8 such assignments :15 marks • 9 but up to 10 such assignments :20 marks • More than 10: 25 marks 		
4	Supply orders to the government colleges/ universities/ Government agency/ Educational Department/ Educational or Research Institutions, funded by State Government/ Central Government of	<p>Bidders must have successfully undertaken the work/Ongoing projects will be considered.</p> <ul style="list-style-type: none"> • 1 but up to 3 such assignments :5 marks • More than 3 such assignments: 10 marks 		

	India above Rs. 2 Lakhs in each work order.			
5	Service Centre	<ul style="list-style-type: none"> • Service Centre in Bihar: 5 Marks 		
6	An undertaking (self-certificate) that the agency has Manpower having domain knowledge in Instruments.	<ul style="list-style-type: none"> • Below 10 Employee: 10 Marks • 11 to 50 Employee: 15 Marks • More than 50: 20 Marks 		

Form IV - PROPOSAL COVERING LETTER
[On the Letter head of the Bidder]

Date:

Dear Sir/Madam,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods within the delivery period as specified in the Bid document. We will also submit the Performance Guarantee for an amount equal to 8% of the contract value.

We agreed to abide by all Terms and conditions of this Bid for a period of 180 days after the date fixed for Financial Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". If we are found in Bid pooling which is against law and involves fraudulent or and corrupt practices, my / our firm may be blacklisted.

Further we also certify that our organization is not blacklisted by any Govt. Department as on date.

Dated_____

(Signature)

SEAL

Form V: Non submission of EMD Declaration
(This form should be submitted by those bidders who are claiming waiving off of EMD)

To
Registrar
Lalit Narayan Mithila University
Darbhanga

Dear Madam,

Subject: Request for Proposal (RFP) for Agency for Musical instrument Supply, Installation, Commissioning and Services for its maintenance to LNMU.

We _____(bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of LNMU for 3 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we are becoming successful bidder and if:
 - We fail to execute the Contract within the stipulated time.
 - We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____

Signature_____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

Form VI - EMD BANK GUARANTEE FORMAT

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

WHEREAS M/s. _____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (Hereinafter called the 'bidder') wish to participate in the tender No. _____ for Lalit Narayan Mithila University, Darbhanga and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") a sum of Rs. 15,000/- (Rupees Fifteen Thousand only) valid till _____ (Mention here date of validity of this Guarantee which from the date of the submission of Tender's offer) which is required to be submitted by the bidder along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (address of Bank's Registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the University or any officer authorized by it in this behalf any amount not exceeding Rs. 15,000/- (Rupees Fifteen Thousand only) to the said University on behalf of the bidder. We _____ (Name of the Bank) also agree that :

- 1 Withdrawal of the tender or part thereof by the bidder within its validity, or
- 2 Non submission of Performance Security Deposit by the bidder, or
- 3 Withdraws his participation from the bid during the period of validity of bid document, and
- 4 Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

Would constitute a default on the part of the bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the encashed amount is liable to be forfeited by the Beneficiary. This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the University. "Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. LNMU). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly. NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. 15,000/- (Rupees Fifteen Thousand only). Our Guarantee shall remain in force till _____ (Date of validity of the

Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____(Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:-

Please mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos. SIGNATURE OF THE BANK'S AUTHORISED SIGNATORY WITH OFFICIAL ROUND SEAL NAME OF DESIGNATED BANKS:

Note1 : The Bank Guarantee (B.G) Shall be from the Nationalize Banks or any other Banks, as Notified by the Finance Department, from time to time.

Note2: The B.G shall be signed by two bank officer Jointly if the amount of B.G is more than Rs 50,000/- and B.G must have proper B.G number as per R.B.I guidelines.

Seal:

Date:

Form VII - Undertaking of Authenticity for the Musical Instruments

To

The Registrar
Lalit Narayan Mithila University
Darbhanga

Date:

Sub: Request for Proposal (RFP) for Supply, Installation and Commissioning of Musical instruments vide our quotation number _____ dated ____

Dear Sir,

With reference to the instruments being supplied / quoted to you vide our invoice no. / quotation no. / order no. cited above.

We hereby undertake that all the components/parts/assembly/software used in the instrument shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / secondhand components / Parts / Assembly / Software is being used or shall be used.

We also undertake that in respect of licensed system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery of the items or during installation for the instruments already billed, we agree to take back the items or the instrument without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Authorized Signatory Name:

Designation:

Form VIII: - FORMAT ABOUT NON-BLACK-LISTING

DECLARATION ABOUT NON-BLACK-LISTING
(On Notarized Stamp Paper of Rs 2000/-)

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by any University/College or any other entity of GoB or any entity of state government or central government, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.

We further confirm that we are aware that, our application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of, 2025

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Yours faithfully,

(Name & signature with stamp of the bidder)

Signature Verified by Notary

Form IX - PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder", has been identified and selected to supply, install and commissioning of the instruments, and has undertaken, in pursuance of work order number _____, dated_____ (hereinafter referred to as "the Contract") to supply, install and commissioning of the instruments in L.N. Mithila University, Darbhanga.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the supply, install and commissioning of ancillary equipments as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the SHS, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of _____, to the University under the terms of their contract dated on account of full or partial non- performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards the University, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from the University stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demuror set off, pay to the University any and all sums demanded by the University under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from University, to the Bank shall be sent by Registered Post (Acknowledgement Due) /Email at the following address:
Attention _____ Mr.
(Mention the official address of the bidder) and email ID _____.
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **12 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that the University at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance

without proceeding against agency and not withstanding any security or other guarantee that the University may have in relation to the bidder's liabilities.

6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of LNMU or any other indulgence shown by the University or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Darbhanga, shall have exclusive jurisdiction in the adjudication of any dispute which may arise here under.

Dated this the Day of2025

Witness

(Signature) (Signature)

(Name) (Name)

Bank Rubber Stamp(Official Address)

Designation with Bank

Form I: Financial Proposal

As per the Financial Forms provided with Bid document.

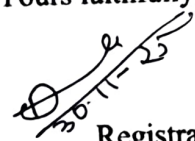
- 1 The bidder/agency shall be required to quote for all the items mentioned in Annexure - A
- 2 Format of financial quote is shown in the table below:

Sl No	Items	Cost of all Items (A)	Cost of Annual Maintenance Services of the Musical Instruments for 3 additional years for required items only (B)	Total Price quote in figures (A+B)	Total Price in figures
1	All the Items as mentioned in Annexure - A - Technical Specification of instruments/ equipments with required quantity				

Note: -

- (a) No other allowances like TA/ DA etc. will be paid by LNMU.
- (b) It shall include all costs associated with the assignment including all freight, loading and unloading charges, transportation, labor charges, insurance etc. including training by the selected agencies on required items as may be requested by the university. The Tendering Authority will not bear any cost other than the lump-sum total cost quoted in the financial proposal.
- (c) The financial bid will have to be submitted as per standard on-line format (E-prqc2) only.
- (d) The decision of the University will be final & will be binding on all firms.
- (e) During Evaluation of Financial proposals, the quoted Total Cost of the Musical Instruments **including GST** as per Govt. rules, shall be considered.
- (f) Final negotiation on rates given in the financial bid will be made after finalization of Tender.
- (g) The work order will be awarded based on the L1 basis explored by the University.

Yours faithfully,



Registrar
L.N. Mithila University
Darbhanga

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP