

**JAI PRAKASH UNIVERSITY, RAHUL SANKRITYAYAN  
NAGAR, CHAPRA (BIHAR) 841301**

**NOTICE INVITING TENDER**

For

Providing Security, Housekeeping and Manpower Services at Jai Prakash University, Chapra

Short Term Tender Notice No. 02/2022

Sealed tenders are invited under two bid systems through registered/Speed Post/ Courier Services/ By Hand from reputed and experienced agencies/firms/contractor for providing Security, manpower and House keeping Services at Jai Prakash University, Chapra. The interested agencies are required to submit their technical and financial bids separately containing full information along with supporting documents in the office of the undersigned to reach on or before 18/11/2022 up to 1:00 PM.

**Details are as under:-**

Sl.No.	Name of the work	Cost of Tender Documents/BOQ (Non-Refundable)	Earnest money Deposit (EMD-Refundable)	Last Date & time of Closing of Tenders	Opening Date & time of Tenders
01	Providing security, manpower and house keeping services at Jai Prakash University, Chapra.	Rs. 5,000/-	Rs. 2,00,000/-	18/11/2022 at 01:00 pm	18/11/2022 at 03:00 pm

Details of Tender related information along with terms and conditions can be viewed/downloaded from the website:- [www.jpv.ac.in](http://www.jpv.ac.in).

The Competent authority reserves the right to accept/ award or cancel the Tender without assigning reasons thereof.

Amendment /Corrigendum to NIT if any would be published on website:- [www.jpv.ac.in](http://www.jpv.ac.in).

Tender documents shall be available for sale w.e.f. 05.11.2022 from the office of the undersigned on submission of the requisite tender cost.

**By the order of Vice-chancellor**

(Dr. Ravi Prakash “Babloo”)  
Registrar

# Jai Prakash University, Chapra.

## ANNEXURE (A)

The agency has to provide Security men as per the following details:-

Sl. No	Services	Work Profile	Requirement	Qualification	Category	
1	Security Personnels	DGR	Supervisor	01	Ex-Army	Highly Skilled
			With Arms	03	Ex- Army	Highly Skilled
			Without Arms	02	Ex- Army	Skilled
		Civil	Male Guard	35	Having Experience	Skilled
			Female Guard	04	Having Experience	Skilled

## ANNEXURE (B)

The agency has to provide Manpower and House keeping personnels as per the following details:-

Sl. No	Services	Work profited/ Personnels Required	No. Required	Qualification	Category	Experience
1	Manpower and Housekeeping	Driver	02	10 <sup>th</sup> Pass with valid Driving license	Skilled	10 Year working experience duly supported by valid documents.
		Plumber	02	10 <sup>th</sup> Pass with ITI Certificate	Skilled	05 Year experience in plumbing work duly supported by valid documents..
		Electrician	02	10 <sup>th</sup> Pass with ITI Certificate	Skilled	05 Year experience of working as Electrician duly supported by valid documents.
		Carpenter	02	To read and write Hindi, and to sign in his name	Skilled	05 Year working experience in carpentering work duly supported by valid documents.
		Daftari ( Binder)	02	To sign in his name	Skilled	working experience as Daftari (Binder)
		Gardener (Mali)	02	To sign in his name	Semi skilled	03 Year working experience as Mali/ Gardener

## **Technical Eligibility Criteria**

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted for evaluation</b>
i	The applicant should be Proprietary firm/Partnership firm/ Company or Corporate Body/Society or Trust having it's operating office in Bihar for a minimum period of last 10 years.	Pan of the Entity and Relevant documentary evidence regarding registration of the firm. Proof of operating office in Bihar
ii	Minimum Experience of 10 years in supply of manpower OR Providing House Keeping, security/ Manpower in Govt./PSU undertaking	Work Order/ Agreement/ Letter
iii	Past Experience in which Vendors has supplied Man power/Security to Minimum Five Govt sector of similar Nature of work in Bihar.	Work Order/ Agreement/ Letter
iv	Agency has supplied Manpower Minimum no of 100 in One Contract.	Work Order/ Agreement/ Letter
v	The applicant must have at least 3 (three) contract, the annual value of which must not be less than Rs. 40 lacs in each contract.	Work Order/ Agreement/ Letter
vi	Work Order/ Agreement/ Letter for having completed contract of such work at least Rs 300 lakhs in last 5 years.	Work Order/ Agreement/ Letter
vii	Average Annual Turnover of last five years should be Rs. 900 Lacs.	Audit Report Income Tax Return
viii	Non-Blacklisted Document	Notarized Affidavit on Non-Judicial Stamp paper of Rs. 100/-
ix	GST Registration Document	GST Registration Certificate
x	EPF Registration	EPF Registration Certificate
xi	ESI Registration	ESI Registration Certificate
xii	ISO Certificate 45001	ISO Registration Certificate
xiii	Labour License Certificate	Labour Licenses issued by any of the State Labour Department.

xiv	No Case pending with Police against the Tenderer.	Self-declaration on the letter head of the entity.
xv	The Security agency/company must have a proper license required for security agency and should be valid for more than 12 months as on the date of tender	Copy of license issued by the Govt. Dept. clearly highlighting the validity of the License

**ANNEXURE (C)**

**FINANCIAL. BID**

(To be put in a separate sealed Envelope)

1. Name and full address of the Agency/Firms (with Email Id & Tel./ Mobile No.)

Statutory wages and dedication should be as per norms												
As per minimum wages act, of Govt. of Bihar/DGR Rate/ (Central Govt.) as revised from time to time.												
Daily wage Rate Including VDA		Security Supervisor Ex-Army	Security Guard (Ex-Army with Arms)	Security Guard (Ex-Army without Arms)	Security Guard (Civil)		House Keeping & manpower					
					M	F	Driver	Plumber	Electrician	Carpenter	Daftari ( Binder )	Mali
Category		Highly Skilled	Highly Skilled	Skilled	Skilled		Skilled	Skilled	Skilled	Skilled	Skilled	Semi skilled
O	No of labour/men/Personnel (O)	01	03	02	35	04	02	02	02	02	02	02
A	Minimum basic wages Per Day (A)											
B	ESI (B)	3.25% OF A										
C	EPF (C)	13% OF A										
D	BONUS (D)	8.33% OF A										
E	UNIFORM (E)	5% OF A										
F	UNIFORM WASHING (F)	3% OF A										
G	TOTAL (G) (SUM OF A TO F)											
H	Estimated cost per month per labour (H)											
I	Estimated cost for respective no. of labour per month (H x O)											
J	Cost of labour per annum (12 X I)											
K	G.S.T. @ 18% on (J)											
L	Total Cost of the Contract per annum (K+J)											

- The rates mentioned above will be revised as per the DGR and Bihar State Govt. notification, issued from time to time.
- GST shall be charged as per prevailing Govt. rules.
- Above rates are being quoted for 8 hours daily duty.

Signature of the Tenderer

ANNEXURE (D)  
DRAFT AGREEMENT FORMAT OF MOU

TO BE MADE ON NON-JUDICIAL STATMP PAPER OF Rs.1000/

This agreement number..... is made on the.....day of .....in The Two thousand Twenty Two (2022) Between Registrar, Jai Prakash University, Rahul Sankrityayan Nagar, Chapra acting through having its office at Jai Prakash University, Chapra (herein after called First party which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the First party)

And..... having its registered office at. ....(herein after called the 'agency' which expression unless repugnant to the context shall mean and include its successors, its legal representatives and assigns of the Second Party).

WHEREAS, the First Party is desirous to engage the Second Party for providing Security, House Keeping and manpower services at Jai Prakash University, Chapra and its location within Bihar in the terms and conditions stated below including any other relevant position mentioned anywhere in this tender document. [In case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the First Party will be held supreme and unchallengeable and binding upon the Agency.]

1. The Second Party shall be primarily responsible for compliance to provisions of various Labour and any other laws applicable and all statutory obligations such as Wages. Allowances. Compensations, EPF, Bonus. ESI etc. relating to Security, House Keeping and manpower deployed at Jai Prakash University, Chapra and its locations within Bihar from amongst Ex army-man. The First Party shall have only liability in this regards as Principal Deployer as per provisions of concerned laws.
2. The Second Party shall be solely responsible for any accident/medical health related liability compensation for the personnel deployed by it at Jai Prakash University, Chapra and its locations within Bihar as per provisions under ESI Corporation. The First Party shall have non-liability in this regard.
3. Jai Prakash University, Chapra as Principal employer is committed to pay the amount for each security guard, House keeping and manpower personnels engaged through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the land like minimum Wages Act etc. in favor of employee in a manner deemed fit to ensure compliance of these laws as per contract herein mentioned between the parties i.e. the First Party and the Second party.
4. Licenses if any required for Security Services at the site will be made available by the Second Party.
5. The payment terms shall be governed by Para 16 (C) of the DGR Guidelines vide Ministry Of Ex-Servicemen welfare Office Memorandum No. 28(3)/2012-D(Res-1) dated 09 July 2012. and minimum wages act of Ministry of Labour ( Bihar Sarkar)
6. The Second Party shall submit the bills by the 1st day of the preceding month and the same shall be disbursed to the second party by the fifth day of the month for paying the wages to security guards, House keeping personnels before the 7th day of the month as per Minimum Wages Labour Regulations.
7. Any deliberate violation of this clause of contract or any terms and conditions mentioned anywhere in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the First Party may choose to impose penalty up to 10% of the total annual value of contract or termination with penalty also.

8. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one-month notice on either side.
9. The security & Housekeeping personnel provided by the 'Second Party' will not claim to become the employees of Jai Prakash University, Chapra and there will be no Employee and Employer relationship between the personnel engaged by the Second party for deployment at Jai Prakash University, Chapra site.
10. There would be no increase in the rate of Contract agreemental value payable to the Second party during the contract period.
11. The 'Second Party' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
12. The 'Second Party' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Second Party shall keep 'First party' fully indemnified against liability of tax, interest, penalty etc. of the Second Party in respect thereof, which may arise.
13. In case of any dispute between the 'Second Party' and 'First Party' shall have the right to be decided. However, all matters of disputes shall be under the jurisdiction of local courts at Chapra.
14. The payment will be made as per existing wages declared by Government of Bihar/DGR/ Central Government as per applicability.
15. All terms and conditions as contained in the Tender Documents will form the Part of the "CONTRACT AGREEMENT"
16. In case of any dispute between both parties, before going to court, channel of arbitration will be exhausted first as per Arbitration and conciliation act 1996. For this purpose arbitration process will be carried out through sole arbitrator appointed by the 'First party.'

**This Agreement will be valid for a period of two (02) Year with effect from..... 2022 to ..... which may be extended for 1 year after mutual consent on the basis of performance.**

IN WITNESS WHERE OF both the parties herein to set and subscribe their respective hands and seals on the day, month and year first above witten.

For, and on behalf of Jai Prakash University, Chapra.

For and on behalf of Second Party

(.....)

(.....)

**Signature of the authorized Official**

**Signature of the authorized Official.**

**Name of the Official**

**Name of the Official**

Stamp/Seal of Jai Prakash University, Chapra.

Stamp/Seal of Second Party

**Witness:-**

On behalf of "First party"

On behalf of "Second Party"

Name:-.....

Name:-.....

Address:-.....

Address:-.....

Signature:-.....

Signature:-.....

**ANNEXURE- E**

**UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

**(To be given on non- judicial stamp of Rs. 100/-)**

To

The Registrar,  
Jai Prakash University,  
Chapra.

Sub: Tender for Providing Security, House Keeping and Manpower Services at Jai Prakash University, Chapra.

Dear Sir,

I hereby confirm having read and understood the tender documents and the requirements of work under this tender.

I agree to abide by all the terms and conditions of the tender documents, in case the job is awarded to me.

I declare that none of my sister / group / partnership concerns is participating in this tender. It is further declared that our firm / company has not been disqualified during last five years by any other company/ organization in the past for participating in the tender process for any reason and we have no legal disqualification and nothing have been concealed in this regard.

I agree to cancel the contract and to debar me from future participation in this tender, in case any concealment of facts on my part is detected at any stage after the award of the contract.

I agree to carry out the work as per instructions of and to the full satisfaction of the University administration.

I shall have no objection to the forfeiture of security deposit amount, in case I fail to execute the contract faithfully and the contract is terminated as per contract conditions.

I shall fulfill all applicable statutory requirements for and in connection with the execution of the contract.

I have fully acquainted myself / ourselves with the work conditions at the work place and have been fully satisfied.

I / We have quoted the workable rates keeping in view the due considerations of the incidence of the labour and all the factors for constitution of costs.

Thanking you,

**Yours faithfully,**

**(Bidder's Signature)  
Along-with seal**



JAI PRAKASH UNIVERSITY, CHAPRA  
(BIHAR) 841301

TENDER DOCUMENTS FOR

Providing Security, Manpower and Housekeeping Services  
for the Jai Prakash University, Chapra.

Tender No. 02/2022 (STT)

Dated:- 03/11/2022

## **NOTICE INVITING TENDER/REQUEST FOR PROPOSAL (RFP)**

Sealed tenders are invited in 2-Bid Systems (Technical Bid & Financial Bid) from reputed and experienced agencies for providing Security, manpower and Housekeeping Services at Jai Prakash University, Chapra. The bidders are required to read the tender documents carefully and ensure compliance with all instructions herein. Non-compliance with the instructions contained in these documents may disqualify the bidders from the tender exercise. Jai Prakash University, Chapra. reserves the right to select the item (in single or multiple units) or to reject any bid/quotation wholly or partly without assigning any reason thereof. Incomplete tenders, amendments and additions to tender after submission of tenders, received after due date are liable to be ignored and rejected.

### **Terms and Conditions:-**

1. The technical and financial bids should be quoted separately and put in different sealed envelopes marked "Technical bid" and "Financial bid" as applicable. These separate bids envelopes are to be put in an outer envelope which should also be sealed and marked as "Project Proposal" Tender as providing Security, manpower and Housekeeping Services at Jai Prakash University, Chapra. and should clearly indicate tender closing date and time.
2. Each individual sealed envelope as well as the outer envelope should be marked with the following reference on the top left hand corner: NIT No..... Jai Prakash University, Chapra. for Providing Security, Manpower and Housekeeping Services. Dated: .....
3. Cutting/Over writing will not be accepted. If there are cutting, those should be duly attested, failing which the bids are liable to be rejected.
4. Any bids received after 1:00 P.M. on 18/11/2022 shall not be considered. Offers received within the stipulated period only will be considered. University shall not be responsible for any postal delay. All tender documents should be sent through courier/ speed post/registered post/ by Hand at the address given below:-

To,

The Registrar,  
Jai Prakash University,  
Rahul Sankrityayan Nagar Chapra. (Bihar) 841301.

5. The Technical Bids will be opened on 18/11/2022 at 3:00 PM in the presence of the tenderers or their authorized representative. The date & time for opening of Financial Bids will be informed later on to the technically qualified bidders. In case the date mentioned above is declared Government Holiday, the date shall automatically be shifted to next working day.
6. All disputes shall be subject to the territorial Jurisdiction of court of law at Chapra only.
7. Any tender which does not fulfill all the prescribed conditions or any condition put forth by the employer shall be summarily rejected.

**Note:- Price bids of only those bidders will be opened whose Technical bids are found suitable as per terms and conditions of the tender by the committee constituted for the purpose. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee. Information in this regard will be intimated only to the technically qualified bidders through SMS/Whatsapps/telephonically /E-Mail.**

8. The bidders shall keep their bid valid for minimum 90 days from the date of opening of the financial bid.
9. Bidders should go through the tender terms, conditions and specifications carefully and fill in the attached compliance statement accurately and unambiguously. They should ensure that all the required documents are furnished along with the bid.
10. The successful bidder shall have to deposit/submit performance guarantee at the rate of 5% of the contract value before signing the agreement (MOU) in any of the following form:-
  - (i) A deposit in cash
  - (ii) Irrevocable Band Guarantee (BG)
  - (iii) Deposit Receipts, Pay orders, Demand Drafts, Guarantee Bond either of SBI or any of the Nationalized Banks.
  - (iv) A deposit in the Post Office Saving Banks.
  - (v) A deposit in NSC etc.
11. PG shall be deposited within 21 days from the date of issue of Letter of Acceptance (LOA),
12. PG shall be valid up to the contract period.
13. EMD of unsuccessful bidder will be returned/refunded after award of the contract.
14. Declaration of Undertaking is to be given on non-judicial stamp of Rs.100/-

**Registrar**  
**J.P.University, Chapra.**

## **DETAILS ABOUT TENDERER**

1. (a) Name of the Tenderer:- .....
- (b) Status of the Tenderer:- .....
2. Full Postal Address:- .....
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3. Telephone No. ....
4. Mobile No. ....
5. Fax No. ....
6. E-Mail Address:- .....
7. Name of the persons:- .....
- Who are responsible for conduct of business
8. PAN No. ....
9. GST No. ....
10. TAN No. (if applicable) .....

**Seal of the firm**

## **TERMS AND CONDITIONS FOR PROVIDING SERVICES**

- (a) The Security, Manpower and Housekeeping Personnels should be physically fit and strong, mentally alert and preferably in the age group of 30-50 Years. Minimum 10th Standard education is a must for the guards.
- (b) Bidder will be fully responsible for any loss of property/theft on account of negligence of their duty in the campus and the cost of such losses should be borne by the agency.
- (c) All Security personnel should always wear clean uniforms while they are on duty. The bidder should provide them all necessary uniform as and when required.
- (d) Security guards will be responsible to check all incoming and outgoing vehicles at the gates and if found any suspicious/doubtful should report to their Security Supervisor and finally inform to the superior Officers of the University.
- (e) The Security Guards Manpower and Housekeeping Personnels will have to maintain exemplary discipline and be polite always and work for the welfare of the institute and should follow the campus rules.
- (f) Security services will be provided 24 hours in official/residential campus of Jai Prakash University, Chapra as per existing rule. The duty hours of the Security Personnel will be as under:
  - (i.) First Shift :- 6:00 A.M. to 2:00 PM.
  - (ii) Second Shift :- 2:00 PM. to 10:00 PM.
  - (iii) Third Shift :- 10:00 PM. to 6:00 A.M
- (g) The Bidder should sign an agreement (MOU).
- (h) The period of contract will be initially for a period of two (02) year which may be extended further for one year subject to efficient and effective performance. Their contract can be foreclosed without assigning any reasons by giving three months notice on either side.
- (i) The Security Guards are expected to know the fire fighting and may be deployed in case the situation demands.
- (j) Materials or things should be allowed to move out of the campus only with proper gate pass issued or endorsed by the Security Officer/Supervisor/concerned department HOD of this University. A register must be maintained for the materials movement by the Security agency.
- (k) Monthly remuneration on production of bills will be paid by Cheque/RTGS only to the Agency and the University will not take any responsibility to pay salary to the Security. No advance will be paid to the agency by the University under any circumstances.
- (l) In case of emergency or on special occasions when more Security personnel are required by the University, then additional manpower will be provided by the agency at short notice in addition to the regular manpower on additional payment at the agreed rates man-day basis.
- (m) Security manpower and Housekeeping Personnels deployed by the agency are strictly forbidden to take part in any labour union activities inside the campus.
- (n) All types of Security deployed by the agency should strictly avoid consumption of liquor or smoking while they are on duty.
- (o) The agency has to provide services as per the requirement of Guards, Manpower and Housekeeping personnels by the University (Residential as well as officials campus of the University)
- (p) The deployed firm will have to bear all the losses covered by the security lapses.
- (q) The applying firm has to provide documents regarding the Annual turnover of Rs 09.00 (Nine) crore during last five Financial years.

- (r) The applying firm will quote the ESI, EPF, Bonus, Uniform, Uniform washing rate in the column of Daily wages rate on the current rate as per the Govt. norms as quoted in the Part A of the Financial Bid (Statutory wages and deduction should be as per norms). Bidders not quoting rates in accordance with the prescribed format will be out rightly rejected.
- (s) The applying company/firm will also have to provide the Character certificate if applicable otherwise an affidavit to this effect that firm is not blacklisted and involved in any illegal activities on non judicial stamp paper may be submitted.
- (t) University reserves the right to increase/decrease the security Personnels as per actual requirement
- (u) The finally selected firm/agency to whom the contract is awarded will have to maintain proper liaison and contact with the local police/civil administration etc. for smooth and peaceful day to day working of the Jai Prakash University, Chapra. The agency shall be fully responsible for taking follow up action and for pursuing the case after lodging the First Information Reports (if any made) in the police station/the police department.
- (v) University reserves the right to cancel the tender at any stage without assigning any reason thereof by giving three months notice.
- (w) The Selected agencies of Jai Prakash University, Chapra have to do patrolling continuously both in the residential area and as well as in official area. For this, Vehicle and the cost of fuel will be borne by the deployed security agency.
- (x) Preference will be given to the experienced agencies.
- (y) Whenever any staff goes on leave, Agency will arrange for a suitable replacement/arrangement.
- (z) Any deviation from the terms & condition of the tender/ contract and any condition involving Financial implications shall lead to the summarily rejection of the bid.
- (aa) The Security, Manpower and Housekeeping personnels are required to work at least 26 days in a month. University may asked the agency to deploy their personnels to work in any rest days in case of any exigencies or as deemed required by the university.
- (bb) Agencies should submit the Cost of tender document in the form of a Demand Draft (DD) of Rs. 5000/- ( Non refundable) from any Nationalized Bank. An amount of Rs. 2,00,000/- (Two Lakh only Refundable) towards Earnest Money Deposit (EMD) is required to be submitted along with tender/bid in the form of Demand Draft from any Nationalized Bank in favour of **“The Registrar, Jai Prakash University, Chapra” Payable at Chapra. However, firm registered under NSIC/MSME unit are exempted from paying tender fee and EMD amount (document in support of this should be submitted along with the technical bid).** The tender document may be downloaded from the **website: [www.jpv.ac](http://www.jpv.ac)**. In The bidders are expected to examine all instructions, terms & condition of the project, requirements and other details in the Tender documents. Failure to furnish complete information as mentioned in the Tender documents or submission of a proposal not substantially responsive to the Tender documents in all respect will be at bidders risk and may result in rejection of the proposal.

Detailed proposal in two sealed envelope boldly mentioned for Technical Bid and Financial Bid complying with above requirements is to be submitted and duly superscribed:-

**"Project Proposal Tender for providing security, Manpower & Housekeeping services at Jai Prakash University, Chapra".**

**The technical competence shall include the following terms and conditions**

1. Certificate of Registration & Memorandum under Companies Act 1956.
2. Shop and Establishment registration.

3. License issued by Dept. of Home, Govt. of Bihar.
4. EPF Registration of the firm.
5. Copy of more than 500 nos. of security & other services personnels enrolled in EPF Department should be submitted.
6. ESIC Registration of the firm
7. ISO 45001 Certificate (Latest)
8. GST Registration Certificate with paid challan copy of last one year.
9. PAN Card of the firm.
10. Copy of I.T. return audited by CA for last three Financial years.
11. Labour License Certificate.
12. TAN No./ GST No.
13. Character and Performance certificate of the firm.
14. Average turnover of Rs. Nine Crore during last five Financial years duly audited by the C.A.
15. A notarized affidavit that company is not blacklisted on a non judicial stamp paper of Rs. 100/-
16. Copy of solvency certificate of Rs. 01.00 crore from any Nationalized Bank (The certificate shall be valid for 6 months from the issued date).
17. Copy of experience certificate of last 10 Years working in Central Govt/State Govt. & PSU. etc. for providing security, manpower & House Keeping personnels.
18. The agency/firm/ company should have work experience certificate of providing minimum 100 Manpower in a Contract.
19. Work experience Certificate from private individual shall not be considered .
20. No Applicant shall submit more than one Application for the said work.
21. The Applicants shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the selection process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

## **22. Technical Proposal**

- (i) Applicants shall submit the technical proposal in physical form at the address mentioned at Sl.No. 4 of page 11 on or before the date and time mentioned in this RFP.
- (ii) All forms are submitted in the prescribed formats and signed by the prescribed signatories. Power of attorney, if applicable, is executed as per Applicable Laws.
- (iii) Failure to comply with the requirements spelt out in this above clauses shall make the proposal liable to be rejected.

## **23. Financial Proposal**

- (i) The Financial Proposal shall be submitted physical only and (the “ Financial Proposal”) clearly indicating the total cost in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetical total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) **While submitting the Financial Proposal**, the Applicant shall ensure the following.
  - a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services to university as per scope given in this RFP.
  - b) The total amount indicated in the Financial proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- c) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial proposal.
24. The Applicants shall submit the Technical proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP.
25. Proposal should be submitted on or before the due date as specified in bid schedule at the address provided in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
26. In case, any dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
27. All arbitration would be referred to the jurisdiction of Chapra Court or Patna High Court and their decision would be final and binding to all parties.
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