



# THIRUVALLUVAR UNIVERSITY

SERKADU, VELLORE – 632 115.

## TENDER NOTIFICATION

Tender Notice No. TVU/R/ Sports- Outdoor GYM Equipments/2024-25/110382 07.11.2024

Sealed tenders for the **Purchase of Sports Equipments and Outdoor GYM Equipments** to Thiruvalluvar University, Vellore.

The tender documents and other details can be downloaded from the University Website: [www.tvu.edu.in](http://www.tvu.edu.in) from **07.11.2024 to 14.11.2024 03.00 PM**

**Encl:** Tender Schedule

**REGISTRAR**



**THIRUVALLUVAR UNIVERSITY**  
(NAAC Accreditation 'B+' Grade)  
(State University)  
**SERKKADU, VELLORE – 632 115.**

**LIMITED TENDER SCHEDULE**

**Terms and conditions for the Purchase of Sports Equipments and Outdoor GYM Equipments for Thiruvalluvar University, Vellore.**

**1. DUE DATE AND TIME**

Sealed Tenders are invited by the Registrar, Thiruvalluvar University from the reputed Companies/Suppliers of to Thiruvalluvar University, Vellore. The duly filled in Tender forms should reach the office on or before 03.00 PM on **14.11.2024**. Tenders received **after due date and time will be summarily rejected.**

The Demand Draft towards Application Fee including GST for **Rs. 1,770** /- (cost of Application Rs. 1500 + GST (18%) Rs. 270) (Rupees One Thousand Seven Hundred and Seventy only) drawn in favour of **The Registrar, Thiruvalluvar University, Vellore** or remitted through NEFT/RTGS to the University A/c **NO. 248401000000001, IFSC : IOBA0002484** and enclosed the remitted chellan

**2. MODE OF DESPATCH**

Tenders should be addressed to the **Registrar, Thiruvalluvar University, Vellore**, by designation and should be only in sealed covers by courier Registered Post with Acknowledgement due or in person. Tenders received in ordinary covers without seal will not be considered.

**3. SUPERSSCRIPTION**

The Tender should be sealed and superscribed as Tender for **Purchase of Sports Equipments and Outdoor GYM Equipments to Thiruvalluvar University, Serkkadu, Vellore – 632 115.**

**4. EARNEST MONEY DEPOSIT**

Each Tender should be accompanied by Earnest Money Deposit of **Rs. 15,000/-** (Rupees Fifteen Thousand only) by way of Demand Draft drawn in favour of the **Registrar, Thiruvalluvar University, Vellore-632 115** or remitted through NEFT/RTGS to the University A/c **No. 248401000000001, IFSC : IOBA0002484** and enclose remitted challan in original. The Earnest Money Deposit of unsuccessful tenderers will be returned after the acceptance of the successful tender, at the expenses of the Tenderers within a reasonable time consistent with the rules and regulation on this behalf. The above **EARNEST MONEY DEPOSIT** amount held by the University till it is returned to the Tenderers would not earn

any interest therefore. Earnest Money Deposit will be refunded only after completion of warranty period in case of the successful tenderer.

## **5. ELIGIBILITY CRITERIA**

The bidders must fulfill the following Eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Bid. The University will consider the Commercial Bid of the vendors who qualify in the Technical bid. For those vendors who are not qualified in the Technical Bid, the Commercial bids will not be considered. The bidders should have

- a) At least 3 years experience and focus on the related business, as on 31.03.2024
- b) a minimum average annual turnover of Rs.5 Lakhs and above in the last three years.

Bidders should submit

- c) Income tax clearance certificate of last financial year with TAN/PAN number,
- d) valid GST/Sales Tax clearance certificate
- e) valid GST registration certificate

## **6. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:**

- a. The Tender should contain particulars like name and addresses of the Tenderers, net rate including excise duty, surcharge, sales tax, freight, octroi, insurance for delivery, and such other levies that may be applicable.
- b. The rates should be kept firm for **one hundred eighty days** from the date of the opening of the Tenders for acceptance.
- c. The rate should be quoted for item with specification if applicable and should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the Tenderer with full signature. The rate quoted should be firm and should not subject to any variation clauses.
- d. The University shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time of supply.
- e. **Purchase of Sports Equipments and Outdoor GYM Equipments** to Thiruvalluvar University, Vellore, shall be as per the Specifications mentioned in the Annexure I and according to the delivery schedule.

## **7. OPENING OF TENDERS:**

The tenders received up to 03.00 PM on **14.11.2024** will be opened by the Registrar, or any other officer authorized by him on his behalf at 04.00 PM on **14.11.2024** in the presence of those Tenderers or their representatives who may be present at the time of opening. The representatives of the Tendering firms who are attending the opening of the

Tenders should bring a letter of authority from the Tendering firms which they represent to identify their bonafide.

#### **8. AGREEMENT:**

- a. The successful tenderer should execute an agreement for the fulfillment of the contract in the stamp paper to the Value of Rs.100/- in the model form enclosed in Annexure-III within seven days from the date of acceptance of the tender.
- b. The expenses incidental to the execution of agreement shall be borne by the successful Tenderer.
- c. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the University and recovery of any consequential loss from the successful Tenderer.

#### **9. SECURITY DEPOSIT:**

- a) The successful Tenderer will be required to remit the Security Deposit equivalent to **Five percent** of the total value of the Purchase order within fifteen days from the date of receipt of communication/intimating them of the acceptance of the Tenders. If the accepted Tenderer fails to remit the Security Deposit within the above said period. The Earnest Money Deposit remitted by him will be forfeited to the Thiruvalluvar University and his Tender will be held void.
- b) Purchase order will be released after execution of the above contract by the successful Tenderer and after remitting the Security Deposit by way of Demand Draft drawn in favour of the Registrar, Thiruvalluvar University, Vellore remitted through NEFT/RTGS to the University A/c **NO. 248401000000001, IFSC : IOBA0002484** and enclose remitted challan in original.
- c) The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him at the end of the warranty period subject to the satisfaction of the University.
- d) In case of successful Tenderer, The Earnest Money Deposit, if paid, may not be adjusted towards Security Deposit the Tenderer remitted.
- e) If the Tenderer fails to act according to the Tender or backs out when his Tender is accepted, his Security Deposit mentioned above will be forfeited to the University.

#### **10. FORFEITURE OF EARNEST MONEY DEPOSIT:**

If the successful Tenderer fails to abide by the tender conditions or withdraws after his tender has been accepted, his Earnest Money Deposit will be forfeited.

The successful Tenderer shall not assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate. He shall not underlet or sublet to any person/s or body corporate for executing the contract or any part thereof.

## **11. ACCEPTANCE AND WITHDRAWALS:**

- a. The final acceptance of the tender is entirely vested with University which reserves the right to accept or reject any or all the tender without assigning any reason whatsoever. There is no obligation on the part of the University to communicate with rejected Tenderers. After acceptance of the tender by the University, the Tenderer shall have no right to withdraw his Tender or claim higher price.
- b. Tenders with incomplete information will be summarily rejected.

## **12. SUPPLY AND INSTALLATION OF EQUIPMENT:**

- i. The Materials, Goods & Services are to be guaranteed for a period of at least **THREE year** after Supplying and commissioning against manufacturing defects and poor workmanship. The Warranty period specified, will commence from the date of handing over the Equipment/Goods after running on all equipment's and carrying out successfully the tests prescribed by the University to its satisfaction.
- ii. If the supply, installation and commissioning of the equipment are not effected before the specified period from the date of purchase order, the University shall have the authority to cancel the order and to take any such action which will be deemed fit in the circumstances.
- iii. If any manufacturing or other technical defects are found within the specified months from the date of installation, commissioning and handing over the Equipment to the University Authorities, the same will have to be rectified or replaced at free of cost by the supplier.
- iv. During the warranty period ,if due to manufacturing and other technical defects of the equipment supplied, the Equipment is down and it is not restored to in working condition within 48 hours the supplier shall be liable for a penalty of one percent per week during break down period on the total contract price.
- v. The warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufacturer by the supplier or not.
- vi. In case of failure by tenderer to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials being delivered without a correct invoice in duplicate, the Registrar or anyone duly authorized by him shall have power to reject.

- vii. any such goods or materials so rejected or not delivered unless the supplier shall have power to reject any such goods or materials so rejected or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the tenderer over the contract price together with all charges and expenses incurred on the purchase shall be recoverable by the University from the supplier.
- viii. The University will not be held responsible for any consequences arising out of patent right problems.

### **13. PAYMENT SCHEDULE**

i. **No advance payment will be made.**

ii. The schedule of payment shall be as follows:

(a) The terms of payments for the purchase of items: 100% of the total cost of **Goods/Works/Service's** will be paid on Supply & commissioning and handing over of the same after testing all the technical specifications and certified by the Director of Physical Education/Registrar Thiruvalluvar University, Vellore concerned for releasing the payment.

(b) The terms of payments for work: 100% of payment will be paid after completion of the work and the same after testing all the technical specifications/measurement and certified by the **Director of Physical Education /Registrar, Thiruvalluvar University**, Vellore concerned for releasing the payment.

- iii. The office of The REGISTRAR Thiruvalluvar University Vellore will deduct Income Tax and other statutory taxes at Source as applicable from time to time.
- iv. For claiming this payment the following documents are to be submitted to the Purchaser.
- Invoice duly pre-receipted
  - Delivery Challan / Bills in duly pre-receipted.
  - Thiruvalluvar University **GST No. 33AAAJT1886B1Z9** should be mentioned in the Invoice
- v. No payment will be made for goods/works/Services/ rejected at the site on testing. Also, no payment will be made for rejected items/incomplete work, which do not confirm to the specifications/measurement stipulated.

### **14. PENALTY**

- i. In normal circumstances, Goods/items/works should be supplied/carry over strictly as per the schedule mentioned in the supply/work order. However, in

urgent cases, items are to be supplied immediately. In case of delay in supplying the material/carry over the work, a **Liquidated Damage will be imposed @ 1% per day of total cost of unsupplied Items/pending work-subject to a maximum of 10% of the total cost of unsupplied items/pending work** – shall be liable to be imposed upon the defaulting firm by this office. In case of delay beyond 10 days, this office will be at liberty to procure the concerned item(s) from any other Agency at the risk and cost of the supplier and also it will result in the forfeiture of the Performance Security.

- ii. For any other irregularities, mistakes, etc. Penalty at the discretion of Tendering Authority will be imposed.
- iii. That for unsatisfactory performance owing to absence of Vendor's staff, deficiencies in services/work/items or for some other reason the tendering authority shall be within its rights to make necessary deductions from the running bills of the Vendor for such deficiency in services/work/items. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Vendor, get such deficiencies fulfilled at the cost and responsibility of the Vendor.

**15. Execution of Purchase/Work Order**

The University reserves the right to modify the scope or the quantity in the Tender document and the Contractor shall undertake the work as in the Purchase/Work order

**16. GENERAL:**

The tenderer, while sending tenders should enclose a copy of the conditions stipulated duly certified and attested by token of accepting the tender conditions Annexure-III that they understood and accepted them in full. Tenders received without the certified copy of the conditions shall be rejected summarily.

I/We \_\_\_\_\_ have gone through the terms and conditions and will abide by them as laid down above.

**SIGNATURE OF THE TENDERER  
WITH OFFICE SEAL**

**ANNEXURE – I**  
**THIRUVALLUVAR UNIVERSITY,**  
**VELLORE - 632 115.**

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**TECHNICAL BID**

**Limited Tender Schedule for Purchase of Sports Equipments and Outdoor  
GYM Equipments for Thiruvalluvar University, Vellore**

**Profile of the Company:**

The Company should provide the following details

1. Name of the Organization with GST :
2. Nature of the Organization :  
(Govt. / Public / Private / Partnership/  
Proprietorship)
3. (a) Address of the Registered Office of the  
firm with Phone Number, Fax and E-mail. :  
  
(b) Year of Establishment :
4. Name of the contact person :
5. Telephone No./Cell No. :
6. Annual turnover for the previous three years :  
(Should be minimum amt of Rs.5Lakhs/Annum)  
(Xerox of the I.T. Clearance Certificate enclosed)
7. Income Tax Account No. PAN/TAN No. :
8. Location of the Company :
9. Names of the Government Agencies/  
Educational Institutions to whom  
similar Item have been supplied in  
the preceding One year [Copy of  
Order and Specimen be enclosed] :
10. Total experience in related areas :
11. Names of the principal suppliers your  
Company supports :
12. Names of the organization / Companies  
with whom you have collaboration in



related area :

13. Name of the organization / companies with whom you have collaboration in conditioning. :

14. Is your Company an original manufacturer/ Dealer and related items? If yes, state the the specific items you Manufacture :

15. State the minimum of time required to supply the items if your company/ Organization gets the order No.of days :

16. List of infrastructure at the firm :

17. Cost of Application Payment particulars :

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Sl.No.	DD No.& Date	Name of the Bank	Amount (Rs.)	Total
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Or

If paid through RTGS/NEFT furnish UTRNO.

Date:

Amount:

Name of the Bank and Branch:

### 18. EMD PAYMENT PARTICULARS

(1) Number of Demand Drafts enclosed.

(2) Demand draft particulars.

The DD should be enclosed with the Technical Bid only

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Sl.No.	DD No.& Date	Name of the Bank	Amount (Rs.)	Total
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Or

If paid through RTGS/NEFT furnish UTRNO.

Date:

Amount:

Name of the Bank and Branch:

**PURCHASE OF SPORTS EQUIPMENTS AND OUTDOOR GYM EQUIPMENTS:**

<b>S.No.</b>	<b>Particulars</b>	<b>Qty</b>
1.	Leg Press	2 No's
2.	Chest Press	2 No's
3.	Cycle	2 No's
4.	Push & Pull Chair	2 No's
5.	Cross Walker	2 No's
6.	Air Walker	2 No's
7.	Body Shaper	2 No's
8.	Single & Double Bar	2 No's
9.	Roman Rings	2 No's
10.	Pole Vault – Stand Color: Blue Material: Solid Steel	2 Set
11.	Pole Vault Pit Mof high density poly urethane foam with synthetic non tearing cover	1 set
12.	High Jump Pole Vault fibre glass	3

**Note:**

1. The price must be quoted only in Indian Rupees.

I hereby declare that the above particulars mentioned are true to the best of my knowledge.

Place:

Date :

SIGNATURE OF THE TENDERER

Cell No.

Phone No.

**ANNEXURE – II**  
**THIRUVALLUVAR UNIVERSITY**  
**VELLORE-632 115.**

**Limited Tender Schedule for Purchase of Sports Equipments and Outdoor GYM**  
**Equipments Thiruvalluvar University, Vellore**  
**COMMERCIAL BID**

<b>S.No.</b>	<b>Particulars</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Leg Press	2 No's		
2.	Chest Press	2 No's		
3.	Cycle	2 No's		
4.	Push & Pull Chair	2 No's		
5.	Cross Walker	2 No's		
6.	Air Walker	2 No's		
7.	Body Shaper	2 No's		
8.	Single & Double Bar	2 No's		
9.	Roman Rings	2 No's		
10.	Pole Vault – Stand Color: Blue Material: Solid Steel	2 Set		
11.	Pole Vault Pit Mof high density poly urethane foam with synthetic non tearing cover	1 set		
12.	High Jump Pole Vault fibre glass	3		

I hereby declare that the above particulars mentioned are true to the best of my knowledge.

**TENDERER'S SIGNATURE**  
**WITH OFFICE SEAL**

### ANNEXURE - III

[To be executed by the Firms for the **Purchase of Sports Equipments and Outdoor GYM Equipments** to Thiruvalluvar University, Vellore]

I, We, M/s ..... [Hereinafter referred to as “Supplier” hereby contract and agree on the acceptance of our Tender by Thiruvalluvar University [hereinafter referred to as “Purchaser”] in accordance with the conditions of contract stated below, the goods or materials hereunder named of the quality and of the sort and at the rate or price specified in the purchase order as Appendix I(Annexure- II)

#### **CONDITIONS OF CONTRACT**

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for 12 months. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the Purchaser without compensation to the Supplier. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the supplier.
2. The Supplier agrees to supply, as detailed in the Commercial bid after carrying out successfully all the tests prescribed by the purchaser at all inclusive price of Rs.. . . . .to the . . . . . before the specified date. The price offered is firm and is not subject to enhancement on any ground.
3. The price of the equipments/products etc., as detailed at Annexure includes excise duty, surcharges, GST, freight, octroi, insurance, and such other levies that may be applicable.
4. The Equipments/Products to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at Commercial Bid.
5. The Equipments/Products are to be delivered to the Purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as Commercial Bid to this contract. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis.
6. Rejected Equipments/Products shall be removed by and at the expenses of the supplier within 30 days after notice has been given to him to the rejection. If not removed, the University may cause the goods to be remained and charge the supplier with all expenses incurred for such removal.
7. The Contractor shall guarantee the quality of the Equipments/Products supplied and satisfactory operation for a period of not less than one year.
8. If the supply is not effected before four weeks from the date of the purchase order, the purchaser shall have the authority to cancel the order or to take any such action that will be deemed fit in the circumstances.

9. In case of failure by the supplier to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate the Registrar or any one duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the Supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses, attending the purchase shall be recoverable by the Purchaser.
10. Penalty will be levied at the rate of one percent per week on the total contract price if the delivery has not been completed in full within the stipulated period, subject to force manure conditions in force, Besides, such performance may entail black listing of the supplier.
11. All costs, damages or expenses which the University may have paid for which the contractor is liable may be deducted by the Registrar, Thiruvalluvar University from and out of any money due or becoming due to the contractor under the tenders.
12. The cost of the equipments will be paid on and handing over of the last consignment after testing and fulfilling the technical specifications. The testing that should be carried out by the supplier and also by the University.
  - 100% of the total cost of the Equipments/Products will be paid on handing over of the same after testing all the technical specifications and certified by the authorities concerned for releasing the payment.
13. The Supplier hereby agrees to get the refund of incentive, excise duty and proportionate GST from concerned authorities and pass it on to the Purchaser, if the Government or any other agency reduces the Excise Duty or GST or gives incentive of any type retrospectively after supplying the equipments which action will be taken to recover the balance amount from the Supplier under the revenue recovery act or any other relevant act.
14. The contract or any part there of interest in it, is not to be transferred or assigned by the suppliers directly or indirectly to any person whom so ever without the written consent of the Purchase.
15. Neither the Buyer nor the Seller shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
  - a. Natural phenomena including but not limited to earthquakes, floods and epidemics
  - b. Acts of any Government authority domestic or foreign including limited to declared, or undeclared, priorities and quarantine restrictions.
16. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the

Supplier respective addresses and self forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which was sent.

17. Any notice to the Supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
18. In case of any dispute the matter will be referred to an Arbitrator under “Arbitration and Conciliation Act 1996” The arbitration shall be held in Vellore only and the court at Vellore only shall have jurisdiction in relation thereto.
19. The Supplier agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the supplier shall pay as penalty an amount equivalent to 10 (ten) percent of total value of contract or an amount equal to the actual loss incurred by the University.
20. Upon the complete fulfillment of this contract by the Contractor to the satisfaction of the University or any duly authorized by them the EMD of Rs.15,000/- (Rupees Fifteen Thousand only) so deposited as security by the supplier shall be returned to him less the amount if any, due by the supplier to the University.
21. The University shall have power to make any changes in the Terms and Conditions without consultation with the firm (Tenderer)

For and on behalf of

**PURCHASER**

**SUPPLIER**

**WITNESSES :**

**WITNESSES :**

1.

1.

2.

2.

**REGISTRAR**