



# UNIVERSITY SPORTS BOARD

## MOHANLAL SUKHADIA UNIVERSITY

Ph.: +91-294-2417308, Fax: 2471150, (M) 9414474185

Email: usbmlsu@gmail.com | Website: www.mlsu.ac.in

MAHARANA BHUPAL SPORTS COMPLEX, SARASWATI MARG, UDAIPUR-313 001 (Rajasthan)

### **PRESCRIBED TENDER FORM FOR THE SUPPLY OF GAMES AND SPORTS MATERIAL ON THE TERMS AND CONDITIONS UNDER TENDER-CODE USB/2019-20 IN REFERENCE TO TENDER NOTICE No. USB/MLSU/2019/220 DATED 30.08.2019**

Tender must be submitted strictly in accordance to all terms and conditions of the tender- notice, tender form of the University Sports Board, otherwise the tender shall not be considered and shall be rejected out-right as the counter (firm's own) terms and conditions are not accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting their tenders. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he should get this clarification before submitting the tender from to the Chairman, The decision of the Chairman regarding the interpretation of the conditions and specifications shall be final and binding on these tenders (bids).

**Submit Technical bid and financial bid separately as per details given under special terms and conditions Para (1) in sealed envelopes failing which Tender will be rejected.**

Please retain one set for your record and submit one complete set dully filled in signed and stamped along with earnest money remittance documents.

Encl. As above

**CHAIRMAN  
USB, MLSU**

#### **DETAILS ABOUT THE TENDERER:**

(To be filled in by the tenderer)

Name of the Bidding Company/Firm	
Name of contact person (Authorized Bid Signatory)	
Correspondence Address	
Mobile No.	
Telephone Number (Land Line) & Fax	
Website & E-mail Address	
EMD Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	Amount <b>Rs</b> ..... DD no.....Dated:..... Bank
Tender fee Rs. 590/- Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	DD no.....Dated:..... Bank

#### **DECLARATION**

I/We hereby declare that I/We have read the entire General, Special Terms and conditions and scope of work & specifications of the tender items of the University and I/We agree to confirm to these.

**SIGNATURE OF THE TENDERER  
WITH HIS FIRM'S RUBBER STAMP**



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MAHARANA BHUPAL SPORTS COMPLEX, SARASWATI MARG, UDAIPUR-313 001 (Rajasthan)

No. USB/MLSU/2019/220

DATE: 30.08.2019

### TENDER NOTICE

Sealed tenders are invited on or before 07.09.2019 at 2:30 pm, from Authorized dealer / Distributors for supply of various Games & Sports Materials. The tender will be opened on same day at 3:00 pm in presence of representatives of the firms. Tender form and other details can be downloaded from University website [www.mlsu.ac.in](http://www.mlsu.ac.in) or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).

Particulars	Estimated Cost	Earnest Money	Tender fee (Rs.)
Various Games & Sports Materials	Rs. 5 lacs	Rs. 10,000/-	Rs. 590/- through DD only

**CHAIRMAN**  
(Ph. No. 0294-2417308)  
E-mail: [usbmlsu@gmail.com](mailto:usbmlsu@gmail.com)



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### **ELIGIBILITY CRITERIA**

The Contractor/firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.

1. Proof of GST number (Readable copy of GST also should be enclosed.)
2. PAN No. of the firm. PAN No. on the name other than the firm should not be accepted.
3. The Games & Sports materials must be manufactured by a company whose products have passed ISO 9001 Quality Management System Certification or standard company.
4. Bidder must have been in the business of games & sports materials with accessories system supply and installation during last three years.
5. Should be original equipment manufacturer (Authorized dealership (AUD)/ distributors).
6. Should have successfully delivered games & sports materials at multiple locations in single order or separate order for games & sports materials during last years.
7. The Earnest Money Deposit (EMD) of Rs. -----/- (Rupees ----- only) through a Demand Draft/Pay Order (No.....& Date.....) etc.
8. The firm should not have been black listed from any Govt./Ministry/PSU Organization (A certificate in this regard will be submitted with the tender.)

**CHAIRMAN  
USB, MLSU**



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### **SCOPE OF WORK AND TERMS AND CONDITIONS**

#### **Supply of Games & Sports Materials to USB as described in Annexure-I**

##### **1. Pre-condition for applying**

In case of a company, Registration certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

In case of society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of byelaws is submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm.

Any other equivalent document in case of any other registered entity. GST Registration Certificate in the name of the Bidder.

2. **EMD** of Rs. 10,000/- (Ten Thousand only) payable through Demand Draft/ Banker's cheque only drawn in favour of "Chairman, University Sports Board, MLSU, Udaipur" must be submitted to the Chairman, University Sports Board, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered. The last dates of receiving the tender on 07.09.2019 at 2.30 p.m. and shall be opened on the same date at 3.00 p.m.

##### **3. Performance Security**

The successful bidder will be required to provide a Performance Security Deposit of Rs. 25,000 (Twenty Five Thousand only) payable through Demand Draft / Banker's cheque or Bank Guarantee from any of the Commercial Banks only upon award of the contract. The same will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees.

4. **Forfeiture of EMD/Bid security-** The EMD/Bid security taken from the bidder shall be forfeited in following cases:

- i. When the bidders withdraw or modifies his bid proposals.
- ii. When the bidder does not execute the agreement in accordance to RTPP Rules / provisions after placement of order within specified time.
- iii. When the bidder fails to commence the supply of goods and services as per purchase/work order/ letter of award within the time prescribed.
- iv. When the bidder does not deposit the security money after the work order is placed.

- v. Any dues against the firm from any other contract with MLSU, Udaipur
- vi. When the successful bidder fails to complete the services satisfactorily within the time specified.
- vii. If the successful bidder breaches any provision of code of integrity prescribed for bidders is RTPP Act and chapter VI of the rules.

5. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents are to be submitted in sealed envelopes. The rates quoted should be inclusive of all charges such as labor, transportation, storage etc. but exclusive of taxes. Incomplete or ambiguous bids without documentary proof will not be considered.

**6. Duration of Assignment**

The Contract will be awarded for a period of one year from issuing date which can be extended further subject to satisfactory performance of the contractor.

- 7. The University Sports Board reserves the right to award the contract to one or more tenderer depending on L-I rates quoted in the tender.
- 8. The University Sports Board, MLSU reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or/and the quality of materials/goods.

**9. Liquidity Damages provisions**

Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If the tenderer fails to deliver the goods within the period specified in the tender form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the tenderer as agreed, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the tenderer has failed to supply for a period of delay as stated below:-

- (a) Delay upto one fourth period of the prescribed delivery period : 2½ %
- (b) Delay exceeding on one fourth but not exceeding half of the prescribed delivery period: 5 %
- (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period : 7½ %
- (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period: 10 %

Any liquidity damages would be deducted from the due payment.

10. Earlier EMD (if lying with University Sports Board, MLSU) will not be adjusted against the current bid.

**11. Format and Signing of Bid:**

- a) The bid forms/templates/annexure etc. wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.
- b) The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.

## **12. Bid opening/Opening of Tenders:**

- a) The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- b) All the bids submitted on or before date and time shall be opened on same date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present as per procedure laid down in RTPP Rules 2013.

## **13. Evaluation of Financial Bids**

- A. The Financial bids/cover or bidders who qualify in technical evaluation shall be opened at the notified time, date and place in the presence of the bidders or their representatives who choose to be present.
- B. The process of opening of financial bids/covers shall be similar to that of technical bids.
- C. Acceptance of the Tender/Bid:
  - a) The tendering authority shall award the Contract to the bidder whose proposal/bid has been determined to be the lowest value bid quality of goods.
  - b) As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder asking to execute an agreement.
  - c) The acceptance of an offer is complete as soon as the letter of communication is posted to the last notified address/correct address of the bidder(s).
  - d) The acceptance of the bid shall also be placed on website of [www.mlsu.ac.in](http://www.mlsu.ac.in).
14. In case the rates quoted by the tenderer are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.
15. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 500/- at his own cost within 15 days from receipt of the order along with performance security.
16. The University Sports Board shall accept the supplies F.O.R. Store situated at University Sports Board, MLSU, Udaipur only. Under no circumstances the University Sports Board will bear the loss due to damage/breakage of articles in the transit., in case of outside supplier The cost of the damage/broken articles would be deducted from the bill.
17. The ordered items will have to be supplied within 20 days, from the date of order, failing which Risk Purchase will be made and difference amount will be deducted from the Security money.
18. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Chairman will be final.
19. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favour of Chairman, University Sports Board, MLSU, Udaipur.

20. The ordered items supplied by the firm should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. In case of such lapses, the University Sports Board reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The University Sports Board also reserves the right of imposing financial penalties for any losses caused to the University Sports Board including loss of time.
21. In case the contractor fails to cope with the workload or does not supply quality goods or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination summarily, without assigning any reasons thereof and the security deposit and payment due to the firm if any, shall also be forfeited. The University Sports Board is free to entrust the job to any other firm/party at the risk and expenses of the defaulting contractor. In this connection, decision of the University Sports Board shall be final and binding on the contractor.
22. It will be the responsibility of the contractor to obtain delivery reports from the officer/section/unit concerned in which the items are delivered. In the absence of delivery reports, no payments will be released.
23. Tenderers may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 90 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will normally be for a period of one year. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.
24. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. The University Sports Board reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
25. If any of the bidders have any objection with regard to the terms and conditions of the tender, the same may be pointed out within 10 days of the issue of the tender documents, before opening of tender.
26. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
27. No advance payment shall be made for the supplies. The payment will be released through RTGS only.
28. The supplies shall be to the satisfaction of the University else no payment will be made. Further, depending upon the severity of negligence, this University reserves the right to blacklist and debar the agency. The decision of the competent authority of the University Sports Board shall be final and binding on the firm/agency.
29. Rates shall remain fixed and valid during the period of contract. TDS, GST and any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. The contracting firm is required to provide the items in the premises of University Sports Board, MLSU, Udaipur as per order and no transportation charges will be paid.
30. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.

31. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
32. The technical specifications mentioned in this tender are the minimum acceptable specifications. Bidders may offer higher/better specifications but not the lower ones. It must be duly supported with the original technical literature for examination by the committee; else the bid will be rejected.
33. Further, the acceptable makes have been indicated against each system in the technical specifications. The bidder must clearly mention selected make and model in the technical bid. Unapproved makes will not be considered.
34. **Insurance-** The Bidder is responsible for acquiring insurance for all games & sports materials. The goods supplied under the contract shall be fully insured.
35. **Warranty-** The bidder warrants that goods supplied under the contract are new unused, of the most recent or current models and incorporate all recent improvements in design and material unless provided otherwise in the contract. The Bidder further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship.
36. **NEGOTIATIONS:**
  - a) Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, Comptroller MLSU, Udaipur may choose to make a written counter offer to the lowest bidder and if this is not accepted, University Sports Board, MLSU, Udaipur may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
  - b) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
  - c) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
  - d) In the event the University Sports Board, MLSU, Udaipur does not find the lowest quoted rate acceptable to it, then the tender will be scrapped and may be re-invited, or USB, MLSU may take any other suitable action as deemed fit looking to exigency of the work.
37. **Disqualification**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

  - a. Has not submitted the bid in accordance with the bidding document.
  - b. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder's authorization certificate.
  - c. Has imposed conditions in his bid.
  - d. During validity of the bid or its extended period, if any, increases his quoted prices.
  - e. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.



- f. Has failed to provide clarifications related thereto, when sought.
  - g. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
  - h. Is found of canvassing, influencing or attempting to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- 38.** Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) RTPP Rules 2013 Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

**To,**

**The Chairman,**

University Sports Board

Mohanlal Sukhadia University

Sub: Tender for supply of Games and Sports Material.

Ref: Your Tender Notice No. No. USB/MLSU/2019/220 Dated: 30.08.2019

Dear Sir,

With response to the above-referred Tender Notice, We are submitting our offer for supply of Games & Sports materials Code No ..... along with a DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ Drawn on \_\_\_\_\_ Bank at Udaipur as enclosed. The details are as under:-

1. Name of the Tenderer \_\_\_\_\_

2. (a) Address of the Tenderer \_\_\_\_\_

(b) Phone No. with STD Code \_\_\_\_\_

(c) Fax No. with STD Code \_\_\_\_\_

3. The rates for the supply of Games & Sports materials are as under.

4.

<b>S. No.</b>	<b>Items</b>	<b>Name / Make / Size /Model</b>	<b>Rate (Including GST &amp; Other Charges)</b>	<b>Sample No.</b>
1.	<b>Basket Ball</b> (Made of Rubber of Standard Specification) 1. Nivia/Cosco/Sparton/Vixon 2. Men Size 3. Women Size			
2.	<b>Basket Ball Net</b> (Made of Nylon of Good Nylon Quality) Standard Specification			

S. No.	Items	Name / Make / Size /Model	Rate (Including GST & Other Charges)	Sample No.
3.	<b>Badminton Post Net:</b>			
4.	<b>Cricket</b> <b>Cricket Bat:</b> Make Standard Specification a. (English Willow) SG Reliant /BDM/BASS/SS/DSC b. (Kashmir Willow) SG Reliant /BDM/BASS/SS/DSC			
5.	<b>Catching Practice Bat</b> SG Reliant /BDM/BASS/SS/DSC			
6.	<b>Cricket Ball:</b> Standard Specification Kimati/ SF/ Bass/DSC			
7.	<b>Abdominal Guard</b> SG/BDM/BASS/SS/ DSC			
8.	<b>Thigh Pad</b> SG/BDM/BASS/SS/ DSC			
9.	<b>Arm Guard</b> SG/BDM/BASS/SS/ DSC			
10.	<b>Batting Gloves</b> SG/BDM/BASS/SS/ DSC			
11.	<b>Wicket Keeping Gloves</b> SG/BDM/BASS/SS/ DSC			
12.	<b>Wicket Keeping Inner Gloves</b> SG/BDM/BASS/SS/DSC			
13.	<b>Wicket Keeping Leg Guard</b> SG/BDM/BASS/SS/DSC			
14.	<b>Batting Leg Guard</b> SG/BDM/BASS/SS/DSC			
15.	<b>Cricket Helmet</b> SG/BDM/BASS/SS/DSC			
16	<b>Cricket Kit Bag</b> Standard Size and Standard quality with side straps and buckets with Inside and lining a. With Wheels SG/BDM/BASS/SS/DSC b. Without Wheels SG/BDM/BASS/SS/DSC			

S. No.	Items	Name / Make / Size /Model	Rate (Including GST & Other Charges)	Sample No.
17.	<b>Cricket Stump with Bails</b>			
18.	<b>Football:</b> Synthetic Nivia/ Cosco/ Sparton			
19.	<b>Football Net:</b>			
20.	<b>Football Goal Post Net:</b>			
21.	<b>American Football</b>			
22.	<b>Hockey Stick</b> of Standard Size & Specification Fibreless / Rakashak / Vampaire/ TK/ ALFA			
23.	<b>Hockey Stick Carbon:</b> Rakashak/ Vampaire/TK/ALFA			
24.	<b>Hockey Stick Grefite:</b> Rakashak/ Vampaire/TK/ALFA			
25.	<b>Hockey Kit Bag:</b> (Big Size) Rakashak/ Vampaire/TK/ALFA			
26.	<b>Hockey Ball</b> of Standard Size & Specification Synthetic for Astro Turf Rakashak/ Vampaire / TK/ALFA			
27.	<b>Hockey Goal Post Net</b>			
28.	<b>Wrestling Met –</b> WFI Approved & International Standard			
29.	<b>Judo Met -</b> Size 25mm, JFI approved & International Standard			
30	<b>Hockey Goal Keeper Kit</b> Rakashak/ Vampaire/TK/ALFA			
31.	<b>Hand Ball</b> Handball Standard Specification Make Nivia <b>Men Size</b> Nivia/Cosco/Vixon/ Sparton <b>Women Size</b> Nivia/Cosco/Vixon/ Sparton			

S. No.	Items	Name / Make / Size /Model	Rate (Including GST & Other Charges)	Sample No.
32.	<b>Hand Ball Net</b>			
33.	<b>TT Ball 40mm Standard</b> Specifications Stage Three Crown			
34.	<b>Lawn Tennis Ball</b>			
35.	<b>Lawn Tennis Net</b>			
36.	<b>Volley Ball:</b> Volley Ball Standard Specification Make Nivia / Cosco / Vixon / Sparton			
37.	<b>Volleyball Net:</b> Good Quality with Wive (Nylon Black Mass)			
38.	<b>Shuttle Cock</b> Fenta/Yonex/ Ashoka			
39.	<b>Shuttle Cock:</b> Yonex (AS2) (Imported) /Fenta			
40.	<b>Softball</b> Bhaseen (Spartom Super Gold)			
41.	<b>Softball Gloves</b> Estom/Bhaseen/Spartom			
42.	<b>Sluggar</b> Estom/Bhaseen/Spartom			
43.	<b>Soft Ball Mask</b> Estom/Bhaseen/Spartom			
44.	<b>Soft Ball Chest Guard</b> Estom/Bhaseen/Spartom			
45.	<b>Squash Ball</b> Dunlop/Cosco/ Nivia			
46.	<b>Archery Pointed</b> Wooden Arrow Indian Round			
47.	<b>Archery Bow (Ruth</b> India) Indian Round			
48.	<b>Target Stand Wooden</b> with Bosh			
49.	<b>Target Face</b> • 100cm • 80cm • 40cm			

S. No.	Items	Name / Make / Size /Model	Rate (Including GST & Other Charges)	Sample No.
50.	<b>Cap with University Logo</b> (as per Sample)			
51.	<b>Office Bag</b> with University Logo			
52.	<b>Athletics:</b> Amera/Sega/ Nelco/Stag Starting Blocks			
53.	<b>Clepar:</b> Amera / Sega / Nelco / Stag			
54.	<b>Discuss (Men):</b> Amera / Sega / Nelco / Stag			
55.	<b>Discuss (Women):</b> Amera / Sega / Nelco / Stag			
56.	<b>Shot Put (M/W)</b> Amera/Sega/ Nelco/Stag			
57.	<b>Hammer (M/W)</b> Amera/Sega/ Nelco/Stag			
58.	<b>Javelin (M/W) Fiber</b> Amera/Sega/ Nelco/Stag			
59.	<b>Javelin (M/W)</b> Amera/Sega/ Nelco/Stag			
60.	<b>High Jump -</b> Amera/Sega/ Nelco/Stag			
61.	<b>PDC Vault -</b> Amera/Sega/ Nelco/Stag			
62.	<b>Cross Bar Fiber -</b> Amera/Sega/ Nelco/Stag			
63	<b>Gymnastics:</b> Spring Board High Quality			

S. No.	Items	Name / Make / Size /Model	Rate (Including GST & Other Charges)	Sample No.
64.	<b>Crash Met</b>			
65.	<b>Table</b> Approved from TTFI (25x50mm) Wheel-100mm & with Lock & without Lock			
66.	<b>Taekwondo:</b> <ul style="list-style-type: none"> <li>• Head Gear</li> <li>• Chest Guard</li> <li>• Elbow Guard</li> <li>• Shine Guard</li> </ul>			
67	<b>Wushu Kit with Gloves:</b>			

I/We certify that above rates have been quotes after perusing all the terms & conditions of the tender and I/We agree to confirm these conditions

Place:

Signature of the Tenderer

Date:

With Firm's Rubber Stamp

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**Note:** The rate should be quoted in the form only.