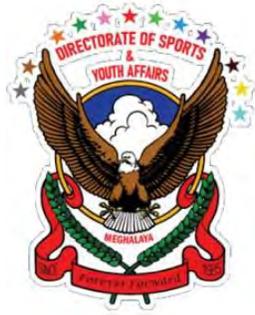


Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya



NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF SPORTS EQUIPMENT SUPPLIER FOR DIRECTORATE OF SPORTS & YOUTH AFFAIRS, MEGHALAYA

**DIRECTORATE OF SPORTS AND YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA**

Reference No: DSYA/SPORTS.15/2026/64

Dated: 27th March

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

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Invitation for Expression of Interest

Expression of Interests (EOI) are invited from Sports Equipment Suppliers desirous of associating with Directorate of Sports and Youth Affairs, Government of Meghalaya for providing sports equipment and other similar items during events hosted by the Directorate of Sports and Youth Affairs, Meghalaya.

The EOI document containing the details of qualification criteria, submission requirement, brief objective & scope of work can be downloaded from the website <https://megsports.gov.in/>. Eligible agencies/organizations may submit their responses in the prescribed format to Directorate of Sports and Youth Affairs, Shillong as per date and time mentioned in data sheet.

Directorate of Sports and Youth Affairs reserves the right to reject or accept all or any of the EOIs or to hold, modify, withdraw or cancel the process or terminate the empaneled agency without assigning any reasons whatsoever. Directorate of Sports and Youth Affairs may terminate the EOI process at any time and without assigning any reason. Directorate of Sports and Youth Affairs makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by Directorate of Sports and Youth Affairs.



**Director,
Directorate of Sports & Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong - 793001**

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

Disclaimer

The information contained in this EOI or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of Sports & Youth Affairs, Government of Meghalaya (hereby referred to as 'Authority or 'client') or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not a Contract and is neither an offer nor invitation by the Authority to the prospective bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements, and information contained in this EOI, may not be complete, accurate, adequate, or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Directorate of Sports & Youth Affairs, Government of Meghalaya, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this EOI. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The Authority reserves the right not to respond to any questions or provide any clarifications, at its sole discretion, and nothing in this document shall be construed as obliging the Authority to respond to any question or to provide any clarification.



**Director,
Directorate of Sports & Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong - 793001**

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

1. Introduction and Background

The Directorate of Sports and Youth Affairs, Government of Meghalaya, has been actively engaged in the planning, organisation and successful hosting of a wide range of district-, state-, national- and international-level sports events across the State. With Meghalaya increasingly emerging as a preferred destination for major sporting tournaments, training camps and youth-centric programmes, these events witness significant participation from athletes, officials, technical staff and spectators.

In order to ensure high standards of hospitality, nutrition and service delivery during such events, the Directorate proposes to empanel competent and experienced Sports Equipment Supplier who can support the Directorate's requirements in a timely, efficient and professional manner. Accordingly, this Notice Inviting Expression of Interest (EOI) is issued to invite applications from eligible Sports Equipment Supplier for empanelment with the Directorate for upcoming sports events organised by the Government of Meghalaya.

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

2. Data Sheet

| S. No. | Activity | Description |
|--------|-------------------------------|---|
| 1 | Assignment Name | Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports and Youth Affairs, Meghalaya |
| 2 | Client Name | Directorate of Sports and Youth Affairs, Government of Meghalaya |
| 3 | Nodal Officer Contact Details | Shri. Dikki D. Shira, Director, Directorate of Sports and Youth Affairs e-mail: dsyamegh@gmail.com Address: Office of the Director, Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong - 793001 |
| 5 | Language | All Proposals shall be submitted in English. All related correspondence shall be in English. |
| 6 | Technical Proposal | Sealed Envelope with the Proposal: <ul style="list-style-type: none"> • Annexure A - Tender submission letter • Annexure B - Format for Power of Attorney • Annexure C - Particulars of the Bidder • Annexure D - Certificate of Turnover • Annexure E - Experience • Annexure F - Non-Blacklisting Undertaking • Annexure G - Disclosure of Conflict of Interest • Annexure H - Disclosure of Code of Integrity • Annexure I - Bid Security Declaration • Annexure J - Format for Pre Bid Queries • Proposal Processing Fee (original and scanned copy) • Earnest Money Deposit (original and scanned copy) <p>Any other document as sought in this EOI.</p> <p>Note: JV/Consortium not allowed.</p> |
| 8 | Proposal Processing Fee | Rs. 10,000/- (Rupees Ten Thousand Only), drawn in the form of a demand draft from any scheduled commercial bank in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong. The original DD of EMD shall be submitted along with the 1 st Sealed Envelope of the Technical Proposal. |

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| S. No. | Activity | Description |
|--------|---|---|
| 9 | Earnest Money Deposit (EMD) | <p>Rs. 1,00,000/- (Rupees One Lakh Only), drawn in the form of a demand draft from any scheduled commercial bank in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong. The original DD of EMD shall be submitted along with the 1st Sealed Envelope of the Technical Proposal.</p> <p>The Bid Security must be valid for a period of ninety (90) days beyond the validity period of the bid. The EMD shall be returned to the bidders as per relevant rules/guidelines issued by the Government of India from time to time.</p> |
| 10 | Validity of the Proposal | 180 Days (maybe extended upon mutual consent) |
| 11 | Clarifications | <p>Clarifications may be requested no later than 24 hrs prior to the date of Pre-Bid Meeting in writing by email only as per the annexed format.</p> <p>All Clarifications must be requested on mail to: dsyamegh@gmail.com</p> |
| 12 | Date of EOI Publication | 27 th March 2026 |
| 13 | Submission | <p>Bidders may submit One Sealed Envelope consisting of technical proposal by post/courier/in person to Office of the Director, Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong – 793001</p> <p>The Submission must be provided in Hard Copy and e-mailed to dsyamegh@gmail.com</p> |
| 14 | Pre-Bid Meeting | <p>Pre-Bid Meeting – Empanelment of Sports Equipment Supplier Wednesday, April 8 · 1:00 – 1:30pm Google Meet joining info Video call link: https://meet.google.com/pfz-wxqo-ahp</p> |
| 15 | Proposal Due Date | 20th April 2026 13:00 |
| 16 | Opening of Technical Proposal | 20th April 2026 13:30 |
| 17 | Date and Time of Technical Presentation | The qualified bidders will be notified via email. Please ensure all details are prepared in advance, as the bidder may be asked to be available for the presentation (offline/ online) at short notice. |
| 18 | Time Period of Empanelment | The Empanelment shall be valid for 02 years from the date of empanelment. The same can be extended for 01 more year upon mutual agreement and satisfactory performance by the agency. |

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

| S. No. | Activity | Description |
|--------|----------|-------------|
| | | |

3. Scope of work

3.1 DSYA intends to empanel capable Sports Equipment Supplier who shall be responsible for providing sports equipment and other materials such as kits, medals, trophies etc. during events organized by DSYA and its subordinate offices.

3.2 **The bidder must be well equipped to supply sports equipment and other similar items for all such events at short notices.**

3.3 While the below mentioned items are to give an idea on the nature and type of required items however, there can be any additional items of similar nature, which the empanelled agencies would be required to supply, based on the requirements from time to time. The agency must be capable of undertaking such responsibilities at short notice.

3.4 **The allocation of work post empanelment amongst all the empanelled agencies shall be done by floating a limited tender enquiry or request for quotation, as per requirement and is at the sole discretion of DSYA.**

3.5 The quality of the items is extremely critical and as part of the proposal the bidder should demonstrate core competencies/strengths on the above key aspects including adherence to quality and timely execution.

| S.N. | Sporting Discipline, If Any | Sports Material/ Item/ Equipment | Specification |
|------|-----------------------------|------------------------------------|--|
| 1 | Various Discipline | Medals With Ribbons | Tin Medal (2 Inch, 2.5 Inch, 3 Inch) |
| 2 | | | Iron Medal (2 Inch, 2.5 Inch, 3 Inch) |
| 3 | | | Zinc Medal (2 Inch, 2.5 Inch, 3 Inch) |
| 4 | | | Heavy Brass (2.5 inch, 3 inch) |
| 5 | | | Custom engraved (2, 3, 3.5 inches) |
| 6 | | | Lanyard Single Print (16 Mm / 20mm) |
| 7 | | | Lanyard Double Print (16 Mm / 20mm) |
| 8 | Various Discipline | Trophies & Shields (Size Per Inch) | Trophy (Plastic) 4 inch, 6 inch, 8 inch, 10 inch & 12 inch |
| 9 | | | Trophy (Fibre) 6 inch, 8 inch & 10 inch |
| 10 | | | Acrylic 10 inch, 12 inch, 14 inch, 16 inch, 24 inch, 36 inch |
| 11 | | | Wooden 4 inch, 6 inch, 8 inch, 10 inch & 12 inch |
| 12 | | | Customised |
| 13 | | | Trophy (Metal) 12 inch, 14 inch, 16 inch, 18 inch, 24 inch & 36 inch |
| 14 | Various Discipline | Memento's (Size Per Mm) | Acrylic (Size Per Mm) |
| 15 | | | Wooden (Size Per Mm) |

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| | | | |
|----|---|--|--|
| 16 | | | Plates (Size Per Mm) |
| 17 | Football, Athletics, Kho-Kho, Volleyball, Basketball, Sports Climbing, Muay Thai, Mawpoin, Softball, Archery, Arm Wrestling, Weight Lifting, Cycling, Swimming, Table Tennis, Badminton, Karate, Wushu, Boxing, Taekwondo | Readymade Jerseys (P.P./Semi Micro/Micro/Sublimation / Honeycomb) | Long Sleeve With Half Pant |
| 18 | | | Short Sleeve With Half Pant |
| 19 | | | Semi Half Sleeve With Half Pant |
| 20 | | | No Sleeve With Half Pant |
| 21 | | Customized Jerseys (P.P./Semi Micro/Micro/Sublimation / Honeycomb) | Long Sleeve With Half Pant |
| 22 | | | Short Sleeve With Half Pant |
| 23 | | | Semi Half Sleeve With Half Pant |
| 24 | | | No Sleeve With Half Pant |
| 25 | | Running Shoes | |
| 26 | | Track Suits | |
| 27 | Football | Football (Practice/ Tournament) | Size 4 / Size 5 Shining Star/ Dominator/ Delta Force/ Platina |
| 28 | | Goal Nets | |
| 29 | | Gloves | Nivia /Kobo or equivalent |
| 30 | | Boots/ Spikes | Nivia/Vector/Anza or equivalent |
| 31 | | Socks/ Stockings | Nivia/Vector/Captain or equivalent |
| 32 | | Corner Pole With Flags | |
| 33 | | Shin Guard | Nivia/ Vector X or equivalent |
| 34 | | Bibs | |
| 35 | | Substitution Board | |
| 36 | | Volleyball | Volleyballs |
| 37 | Net | | Fighter Vixen VX500/VX Nylon or equivalent |
| 38 | Antenna | | Vixen/Spartan or equivalent |
| 39 | Basketball | Socks | Nylon/Cotton Nivia/Vector X/Galaxy or equivalent |
| 40 | | Shoes | Nivia or equivalent |
| 41 | | Basketballs | Size 6 / Size 7 Engraver/Leather Pro Touch/ X HG-100/X Pro or equivalent |
| 42 | | Pump | |
| 43 | | Net | Cosco/Nivia/Vixen or equivalent |
| 44 | Table Tennis | Table Tennis Board | |
| 45 | | Tt Bat | |
| 46 | | Tt Ball | |
| 47 | | Tt Net | |
| 48 | Cricket | Cricket Bat | Kashmir Willow English Willow SG/SS or equivalent |
| 49 | | Tennis Ball | |
| 50 | | Deuce Ball | |
| 51 | | Stump And Bail | |
| 52 | | Batting/ Bowling/ Wicket Keeping Gloves | SG/SS or equivalent |
| 53 | | Balling Pad | SG/SS or equivalent |
| 54 | | Shoes | Star Impact/DSC/SG/SS or equivalent |

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| | | | |
|----|--------------------|---------------------------------------|---|
| 55 | | Helmet | SG/SS |
| 56 | Badminton | Badminton Racket | Yonex Voltric/ Nunoray/Astrox/Arcsaber or equivalent |
| 57 | | Stand | |
| 58 | | Lining | Airforce/Super Series G-force/ Champ A2/D6 or equivalent |
| 59 | | Badminton Net | Yonex/Vixen/Lining/Hundred or equivalent |
| 60 | | Badminton Socks | Yonex/Lining/Hundred or equivalent |
| 61 | | Badminton Short | Yonex/Victor X/Lining or equivalent |
| 62 | | Badminton T-Shirt | Yonex/Lining/Vector/P G or equivalent |
| 63 | | Badminton Pole | Yonex/Lining/Slap or equivalent |
| 64 | | Badminton Kit Bag | Yonex/Lining/Hundred or equivalent |
| 65 | | Badminton Shoes | Yonex/Lining/Hundred/Nivia or equivalent |
| 66 | | Shuttle Cock | Yonex/ S-2 /Aeroclub/Mavis 350/10 or equivalent |
| 67 | | Athletics | Spikes (Running/ High Jump etc.) |
| 68 | Athletics Uniform/ | | P.G/Nivia/USI/PP/Semi Micro/Micro/Dot or equivalent |
| 69 | Shotput | | Vinex or equivalent 1 Kg, 2 Kg, 3 Kg, 4 Kg, 5 Kg, 6 Kg Turned Iron/ Competetion |
| 70 | Javelin Throw | | vinex Aero or equivalent Practice Kids Javelin , 400,500,600,700,800 grus |
| 71 | Relay Baton | | Vinex or equivalent Plastic/Aluminium |
| 72 | Hurdles | | Vinex or equivalent |
| 73 | Starting Block | | |
| 74 | Landing Mat | | |
| 75 | Cross Bar & Stand | | vinex or equivalent Fibre/Aluminium |
| 76 | High Jump Mat | | Vinex or equivalent |
| 77 | Measuring Tape | | 30m/50m/100m vinex or equivalent |
| 78 | Hammer throw | | |
| 79 | Hammer cage | | |
| 80 | Discuss Throw | Vinex or equivalent 1 Kg, 1.5 Kg 2 kg | |
| 81 | Swimming | Swimming Floaters | |
| 82 | | Goggles | Speedo/TYR/Nivia or equivalent |
| 83 | | Biofuse | |
| 84 | | Silicone Cap | |
| 85 | | Earplugs | |
| 86 | | Trunks | Speedo/TYR/Nivia or equivalent |
| 87 | | Swimming Suit | Speedo/TYR/Nivia or equivalent |
| 88 | | Life Jacket | |
| 89 | Archery | Archery Bow | |
| 90 | | Arrow | |
| 91 | | Finger Tab | |
| 92 | | Arm Guard | |
| 93 | | Target Face | |

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

| | | | |
|-----|---|--------------------------|--|
| 94 | Boxing | Boxing Gloves | USI or equivalent |
| 95 | | Boxing Shoes | USI/Vats/Nivia or equivalent |
| 96 | | Boxing Dress (Red/ Blue) | USI/P.G/Ananco or equivalent |
| 97 | | Grip Bandage | USI/Ananco or equivalent |
| 98 | | Target Pads | |
| 99 | | Punching Pad | USI/Ananco or equivalent |
| 100 | | Head Protection Gear | USI/Ananco or equivalent |
| 101 | | Mouth Guard | USI/Ananco or equivalent |
| 102 | | Groin Guard | |
| 103 | | Boxing Ring | USI or equivalent |
| 104 | | Punching Bags | USI/Ananco or equivalent |
| 105 | | Carrom | Carrom Board Set |
| 106 | Team Sports | Bibs | |
| 107 | Arm Wrestling, Weightlifting, Fitness Training | Kettle Bell | 6 Kg, 8 Kg, 10 Kg, 12 Kg, 15 Kg, 18 Kg, Etc. |
| 108 | | Barbell Rod 5 Ft. | |
| 109 | | Barbell Rod Curl 4ft. | |
| 110 | | Dumbell 5 Kg | 5 Kg, 7.5 Kg, 10 Kg, Etc. |
| 111 | | Hexa Dumbell 7.5 Kg. | 5 Kg, 7.5 Kg, 10 Kg, Etc. |
| 112 | | Weight Rubber Plate 3kg | 3 Kg, 4 Kg, 7.5 Kg, 10 Kg, Etc. |
| 113 | Weightlifting, Wrestling, Gymnastics, Karate (USI/ Anandco or equivalent), Taekwondo (USI/ Anandco or equivalent), Judo | Dress/ Costume | |
| 114 | Yoga | Yoga Dress | Shiv Naresh/Nivia or equivalent |
| 115 | | Yoga Mat | Nivia/Vixen/Stap or equivalent |
| 116 | Chess | Chess Set | |
| 117 | Miscellaneous | Skipping Rope | |
| 118 | | Agility Ladder | |
| 119 | | Cone | |
| 120 | | Marker Cone | |
| 121 | | Foot Pump | |
| 122 | | Hand Pump | |
| 123 | | Electrical Pump | |
| 124 | | Tug Of War Rope | |
| 125 | | Whistle | |
| 126 | | Stopwatch | |
| 127 | | Ground Marking Tape | |
| 128 | | Kneecaps | |
| 129 | | Warm up shoes | |
| 130 | | Socks | |
| 131 | | P Caps | |

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| | | |
|-----|--|---|
| 132 | Track Suit P.G/Vats (P.P./Semi Micro/Micro/Sublimation / Honeycomb) | Super Poly Sturdy Sublimation,lyra,Micro,Polyester |
| 133 | T.Shirt Polo/Round neck | P.G/Vats or equivalent P.P,Lyara, Polyester, Cotton, Sublimation |

4. Pre - Qualification Criteria

| S. No. | Criteria | Required Documentation |
|--------|---|---|
| 1 | Tender submission letter on letter head of bidder | As per Annexure A |
| 2 | The supplier must be incorporated and registered in India, under the Indian Companies Act / Partnership Act /LLP Act or any other relevant law of India. | Certificate of Registration/ Incorporation(s)/ Partnership Deed |
| 3 | The bidder must have operational office/ store in Meghalaya and be eligible to work/ conduct business at Meghalaya. | Valid trade license issued by any Autonomous District Council of Meghalaya. |
| 4 | The Bidder must have minimum average annual turnover of at least Rs. 10 Lakhs in any three of the last five Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) | Certificate from Statutory Auditor/ registered Chartered Account |
| 5 | Agency should not be blacklisted by Govt. of India, any Central/State government body/ PSU | Self-Certification/Undertaking regarding the same as per annexed format |
| 6 | The bidder should have experience of successfully completing at least 02 (two) nos. of contracts of more than Rs 01 lakh (Rupees One lakh only) of having supplied sports equipment or other similar items (as mentioned in the scope of work) during the last five (05) years to any Central/ State Government/ PSU/ University/ College/ School or any other sports body. | Work order and Work Completion Certificate clearly stating the name and details of client, scope of work, items supplied, date of supply, contract value etc. Work Orders without work completion certificates shall not be considered. |
| 7 | Valid PAN and GST Registration Certificate | Signed and stamped photocopy. |
| 9 | Original and scanned copies of Bid Security/ EMD and tender processing fee. | As per instructions given in the Data Sheet. |
| 10 | Letter of authorization | Power of attorney (as per annexed format) |

Note:

1. Exemption from paying EMD and Tender Processing Fee by registered Start Ups and Micro and Small enterprises shall be applicable as per relevant guidelines issued by the Government

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

of India from time to time. Latest UDYAM Registration Certificate or DPIIT (Startup India) Registration Certificate, as applicable, issued by Government of India, in the relevant category must be submitted in order to avail relaxation.

2. Directorate of Sports and Youth Affairs will only engage with those bidders who meet the minimum eligibility criteria for further evaluation.
3. All costs incurred by the agency in respect of submission of proposal shall be borne by the agency concerned.
4. DSYA reserves the right to accept or reject any application, without assigning any reasons thereof.

5. Submission of Eoi:

1. The bidders are required to submit the documents as per instructions given in data sheet above.
2. All documents should carry the stamp of the respective company and signature of the authorized person to certify that all enclosed document and information provided by agency stands corrected to the best of the knowledge of the agency.

(Note: All contents of the submissions should be clearly numbered, indexed and organized in logical sequence. It is important to ensure that the documents are securely hard/spiral bound.)

6. Selection Process:

1. **The selection of the agencies shall be based on the following marking criteria. Maximum of 05 (five) agencies scoring the highest marks based on the following marking criteria shall be shortlisted for empanelment. Please note that the total number of agencies to be empanelled may vary depending on the requirement and is at the sole discretion of DSYA.**
2. **The allocation of work post empanelment amongst all the empanelled agencies shall be made by floating a limited tender enquiry or request for quotation, as per requirement and is at the sole discretion of DSYA.**
3. In case of tie, agency with the higher average annual turnover would be considered for empanelment or all the tied agencies may be considered for empanelment. The decision regarding the same is at the sole discretion of DSYA.

| Sl. No. | Criteria | Max Marks | Document/ Evidence Required |
|---------|---|-----------|---|
| 1. | Average annual turnover of at least Rs. 10 Lakhs in any three of the last 5 Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) a. Rs 10 lakhs to 12 lakhs – 05 marks b. Above Rs 12 lakhs to 14 lakhs - 07 marks | 10 | Certificate from Statutory Auditor/registered Chartered Account |

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| | | | |
|-------------------------|--|------------|--|
| | c. More than Rs 14 lakhs – 10 marks | | |
| 2. | <p>Experience of providing sports equipment and other similar items to at least one project of value of at least Rs 01 lakh (Rupees One lakh only)</p> <p>a. 01 lakh to 1.5 lakhs – 15 Marks b. Above 1.5 lakhs to 2 lakhs – 20 Marks c. More than 2 lakhs - 25 Marks</p> <p>Only One (01) such assignment would be considered for marking in this criterion.</p> | 25 | <p>Work order and Work Completion Certificate clearly stating the name and details of client, scope of work, items supplied, date of supply, contract value etc.</p> <p>Work Orders without work completion certificates shall not be considered.</p> |
| 3. | <p>Experience of providing sports equipment and other similar items to a project of value of at least Rs 01 lakh (Rupees one lakh only)</p> <p>a. 1-2 Projects: 15 marks b. 3-4 Projects: 20 marks c. More than 4 Projects: 25 marks</p> | 25 | <p>Work order and Work Completion Certificate clearly stating the name and details of client, scope of work, items supplied, date of supply, contract value etc.</p> <p>Work Orders without work completion certificates shall not be considered.</p> |
| 4. | <p>Experience of providing sports equipment and other similar items to any Central/ State Government/ PSU/ University/ College/ School for a project of value of at least Rs 02 lakhs (Rupees Two lakhs only)</p> | 10 | <p>Work order and Work Completion Certificate clearly stating the name and details of client, scope of work, items supplied, date of supply, contract value etc.</p> <p>Work Orders without work completion certificates shall not be considered.</p> |
| 5. | <p>Technical Presentation:</p> <p>The bidders shall make their presentation based on the following criteria.</p> <p>a. Agency background – 10 marks b. Previous major projects handled and ongoing projects, if any, for Central/ State Government/ PSU/ University/ College/ School or any other sports body. clients, along with the financial details of the completed and on-going projects - 15 marks c. Local network for execution of the project – 5 marks</p> | 30 | Technical Presentation |
| Total | | 100 | |
| Qualifying Marks | | 70 | |

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4. DSYA reserves the right to reject any/all applications without assigning any reasons thereof. DSYA would not be responsible for the non-receipt of the proposals within the stipulated time due to transit delays including delays in postal and courier agencies/ Directorate. Claims for acceptance of the offer after the stipulated time will be subject to the decision of the competent authority.
5. Physical inspection of the local office and workshop may be undertaken if deemed fit for the process of empanelment. The empanelment is subject to immediate termination if at any given point in time, the information provided by the agency is found contradicting, violating, or misleading the facts.

Note:

1. The Directorate shall endeavour to respond to all queries deemed relevant by the Directorate authorities.
2. The Directorate reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause or this document shall be construed as obliging the Authority to respond to any question or to provide any clarification.
3. To assist in the process of evaluation of the proposals, the Directorate (or the Tender Evaluation Committee), at its sole discretion, may ask any bidder for clarification on their proposal.
4. If an amended document/corrigendum is released after the submission of the proposal by a bidder, the bidder may submit a request to withdraw their original proposal and re-submit a fresh proposal before the date of opening of proposals.
5. The complete proposal shall be submitted to the Directorate by courier/speed post/hand delivery only at Directorate of Sports and Youth Affairs, Polo-Lawmali, Golf Links, Shillong, Meghalaya 793001 **and** e-mailed to dsyamegh@gmail.com . Any proposal received after the closing date and time for submission of proposals shall be rejected and returned unopened.

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Annexure A - Tender submission letter

To,
Director,
Sports and Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong – 793001

Sub: Proposal for Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports and Youth Affairs, Meghalaya

Sir/ Ma'am,

1. With reference to the EOI dated _____ for the above captioned project, and clarification issued by Directorate of Sports and Youth Affairs, Government of Meghalaya thereof, We _____, having examined all relevant documents and understood their contents, hereby submit our proposal for selection as Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports and Youth Affairs, Meghalaya. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. We shall make available to the Directorate any additional information it may deem necessary or require for supplementing or authenticating the Proposal
5. We acknowledge the right of the Directorate to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part

We declare that:

- a. We have examined and have no reservations to the EOI Documents, including any Addendums issued by the Government of Meghalaya;
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Government of Meghalaya or any other public sector enterprise or any government, Central or State; and
 - c. We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the entire Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any

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liability to the Bidders.

8. The undersigned is authorized to sign the documents being submitted through this EOI. (A copy of Power of Attorney is enclosed)
9. In the event our firm is empanelled as the Agency for this project we shall comply with all rules put out under this EOI and any contract/work order assigned to us by the Directorate.
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

Yours faithfully,
(Signature, name and designation of the authorized signatory
(Name and seal of the Bidder)

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Annexure B - Format for Power of Attorney

(Duly Notarized)

Know all men by these presents, we, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for “Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports and Youth Affairs, Meghalaya” released by the Directorate of Sports and Youth Affairs, Government of Meghalaya, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the authority, representing us in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the government of Meghalaya in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the government of Meghalaya

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20** For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

Annexure C - Particulars of the Bidder

General Information about the Firm:

- a) Name of Company or Firm:
- b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
- c) Country of Incorporation:
- d) Registration address:
- e) Year of incorporation:
- f) Year of commencement of business:
- g) Principle place of business:
- h) Brief description of the Company including details of its main lines of business

Name, designation, address and phone numbers of authorized signatory of the Bidders

- i) Name:
- j) Designation:
- k) Company:
- l) Address:
- m) Phone No.:
- n) Fax No.:
- o) E-mail address:

(Signature, name and designation of the authorized signatory)

For and on behalf of

Notice Inviting Expression of Interest (EOI) for Empanelment of Sports Equipment Supplier for Directorate of Sports & Youth Affairs, Meghalaya

Annexure D - Certificate of Turnover

| S.No. | Financial Year | Annual Turnover (in INR crores) |
|-------|----------------|---------------------------------|
| 1. | 2024-2025 | |
| 2. | 2023-2024 | |
| 3. | 2022-2023 | |
| 4. | 2021-2022 | |
| 5. | 2020-2021 | |

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory with UDIN)

Date:

Name and seal of the audit firm:

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant (with UDIN) that ordinarily audits the annual accounts of the Applicant.

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Annexure E - Experience

The following information should be provided in the format below for each Eligible Project completed for which your firm was legally contracted by the Client stated as a single entity.

| Sl No | Description |
|--------------|---|
| i. | Assignment Name |
| ii. | Name, fax, email of the client Representative: |
| iii. | Time when the assignment was carried out |
| iv. | Start Date |
| v. | End Date |
| vi. | Location of the Event |
| vii. | Contract Value |
| viii. | <ul style="list-style-type: none">• Narrative Description of the scope of work of the assignment• Description of Actual Services provided by your staff Status of the assignment |

Note:

1. Use separate sheet for each Eligible Project
2. Please provide proof of eligible projects undertaken (copy of work order and completion certificate from the client with contract value and scope of work mentioned). The submitted details MUST contain detail description of work (Scope of Work and TOR) carried out by the Bidder with cross-reference of order no. and date in the certificate.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

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Annexure F - Non-Blacklisting Undertaking

Date:

EOI No.:

I _____Proprietor/Director/Partner of the firm M/s.____do hereby solemnly affirm that our firm M/s. _____has not been blacklisted/debarred by any Central/State Government body/ Public Sector Undertaking (PSU) and there has not been any work cancelled against our firm for poor performance in the last ten years reckoned from the date of invitation of Bid.

..... Name of the Bidder

..... Signature of the Authorized Signatory

..... Name of the Authorized Signatory

Place:___

Date: __

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Annexure G - Disclosure of Conflict of Interest

Date:

EOI No.:

It is hereby disclosed that we do not have any conflict of interest with the Authority or other bidders as per terms of the conditions stipulated in this EOI document. If this disclosure is found misleading or wrong later, we are liable for punitive action.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

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Annexure H - Disclosure of Code of Integrity

Date:

EOI No.:

It is hereby disclosed that we (name of firm) shall not act in contravention of the codes as under:-

1. Prohibition of:-

- a) Making an offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Date:

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Annexure I - Bid Security Declaration

Date:

EOI No.:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Date:

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Annexure J - Format for Pre Bid Queries

Reference No.:

Sub: Proposal for Establishment & Operation of High-Performance Sports Science Center at Shillong, Meghalaya

Sir/Ma'am,

The following are the Clarifications and Comments regarding the subject EOI.

| S.No | Page No. | Section/ Clause No. | EOI Text | Query/Clarification |
|------|----------|---------------------|----------|---------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note:

1. DSYA shall endeavour to respond to all queries deemed relevant by the DSYA.
2. DSYA reserves the right to not respond to any queries or provide any clarifications at its sole discretion. Nothing in this clause (or in this document) shall be construed as obliging the DSYA to respond to any queries/clarifications.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

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Annexure K - Draft Contract

CONTRACT

for

Empanelment of Sports Equipment Supplier

Between

Department of Sports and Youth Affairs, Government of Meghalaya

And

XXXXXX

Dated: XX XX 2026

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I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2026, between Department of Sports and Youth Affairs, DSYA (hereinafter called the “Purchaser”), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Supplier”) of the Second Part.

WHEREAS

- (a) the Agency, having represented to the “Purchaser” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the “Purchaser” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
- 2. The mutual rights and obligations of the “Purchaser” and the Agency shall be as set forth in the Contract, in particular:
 - (a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “Purchaser” shall make payments to the Agency in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, clarifications if any and financial proposal/ quotation, if any shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the

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day and year first above written.

| | |
|---|--|
| For and on behalf of <u>DSYA</u> _____ | For and on behalf of XXXXXXXXXXXXXXXXXXXX _____ |
|---|--|

Witness 1:

Witness 2:

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- a) The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements and Technical Specification of this document.

2. Use of contract documents and information

- a) The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub clause 2.a above except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2.a above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this contract.

3. Intellectual Property Rights/Patent Rights

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- a) The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, copyright etc. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement and if required, duly represent the purchaser before any courts/forums in this regard, without any cost liability to the purchaser.

4. Country of Origin

- a) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- b) The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- c) The country of origin may be specified in the price schedule.

5. Performance Guarantee

- a) As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 days from the date of the issue of letter of intent by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to Rs 1,00,000 (Rupees One Lakh Only) prior signing of this contract.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
- c) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 14 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- d) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- e) The Purchaser will release the Performance Security without any interest to the

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supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.

- f) The Performance Security shall be denominated in Indian Rupees drawn in the form of a Bank Guarantee in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong from any Scheduled bank in India.
- g) Performance Security shall be forfeited and credited to the accounts of DSYA, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach and claim for losses and damages),
- h) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

6. Technical Specifications and Standards

- a) The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in this document.

7. Packing and Marking

- a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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- b) Unless otherwise mentioned in the Scope of Work in this document, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:-
 - (i) Contract number and date
 - (ii) Brief description of the goods including quantity (iii)Packing list reference number
 - (iv) Country of origin of the goods
 - (v) Consignee's name and full address and
 - (vi) Supplier's name and address

8. Inspection, Testing and Quality Control

- a) The Supplier should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- b) In normal course the Stores/goods will be supplied by the Supplier on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient from the requirement.
- c) The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- d) For such inspections and tests which are conducted in the premises of the supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be

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furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- e) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- f) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- g) The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

9. Terms of Delivery

- a) Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract/work order.
- b) The supplier is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case Supplier fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following:-
- c) The supplier shall pay, and purchaser will recover liquidated damages from the Supplier as per contract or as may be indicated by the purchaser as per its prevailing policies.
- d) No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other

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taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

- e) Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.
- f) The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

10. Insurance:

- a) Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores/goods duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
 - ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will get extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee without any reason, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

11. Spare Parts

- a) Bidder should confirm adequate availability of spare parts and ensure it to make available to the purchaser as and when requirement is raised by the

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purchaser and after sales service in India for a period of **10 years** after the date of delivery of the stores.

12. Incidental services:

- a) Subject to the stipulation, if any, in Schedule of Requirements of this document the supplier shall be required to perform the following services.
 - i) Installation and Demonstration of the goods
 - ii) On Site Training of Purchaser's Staff to start immediately but not later than 15 days after successful installation of the equipment.
 - iii) Supplying the required number of operation & maintenance manual for the goods as may be updated from time to time.
 - iv) Providing comprehensive maintenance.

13. Dispatch Documents for Goods:

- a) The supplier shall send all the relevant dispatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified, the usual documents involved and the drill to be followed in general for this purpose are as follows.
- b) For Domestic Goods, including goods already imported by the supplier under its own arrangement. Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by e-mail/speed post (or as instructed in the contract):
 - i) Four copies of supplier's invoice showing GST registration number, contract number, goods description, quantity, unit price and total amount;
 - ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee.
 - iii) Two copies of packing list identifying contents of each package;
 - iv) Inspection certificate issued by the designated inspection agency, if any
 - v) Insurance Certificate as per GCC Clause.

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- vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

14. Warranty

- a) The supplier warrants comprehensively that the goods supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- b) The warranty shall remain valid as per standard duration of warranty provided by the concerned OEM from the date of installation, commissioning and acceptance.
- c) The purchaser/consignee reserves the rights to enter into Comprehensive Annual Maintenance Contract between Consignee and the Supplier. If, Comprehensive Annual Maintenance Contract (CAMC) is required to be done as per contract, it shall be for a period as deemed fit by the competent authority for all or some of the equipment after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract.
- d) The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever.
- e) If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- f) Supplier shall carry sufficient inventories at site to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- g) The supplier along with its Agent and the CAMC provider shall ensure continued

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supply of the spare part for the machines and equipment supplied by them to the purchaser for seven years including warranty period.

- h) An UPTIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

15. Assignment

- a) The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

16. Prices

- a) The allocation of work post empanelment amongst all the empaneled agencies shall be done by floating a limited tender enquiry or request for quotation, as per requirement and is at the sole discretion of DSYA.
- b) Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid (post floating a limited tender enquiry or request for quotation by DSYA).

17. Taxes and Duties.

- a) Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.
- b) Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser

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shall in no event be liable for any detention/demurrage charges. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter. It must be noted that the decision regarding reimbursement is at the sole discretion of the competent authority.

18. Terms and Mode of Payment

- a) Payment shall be made in Indian Rupees.
- b) Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt and inspection of goods in good condition (including installation & commissioning) and upon submission of the following documents:
 - i) Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.
 - ii) Four copies of Supplier's invoice showing GST number, contract number, goods description, quantity, unit price and total amount;
 - iii) Acceptance Certificate in original issued by the authorized representative of the consignee;
 - iv) Two copies of Packing list identifying contents of each package;
 - v) Inspection Certificate issued by the nominated inspection agency, if any.
 - vi) Insurance certificate as per GCC Clause 10.

19. Delay in the supplier's performance.

- a) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the Letter of Award (LOA)/Contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date(s) as specified in the LOA/Contract.
- b) Subject to the provision of Force Majeure, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
 - (i) Imposition of Liquidated Damages,

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- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.
- (iv) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

20. Liquidated damages

- a) Subject to the provision of Force Majeure under GCC clause, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per GCC clauses and initiate remedies available under law for the loss and damage caused to the purchaser.
- b) In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- c) Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of GCC.

21. Termination for default

- a) The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the

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supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

- b) In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.
- c) Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

22. Notice

- a) Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail/speed post and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- b) The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. Termination for insolvency

- a) If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/ or will accrue thereafter to the purchaser.

24. Force Majeure

- a) The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is

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not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- e) In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

25. Termination for convenience

- a) The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b) The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three (03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

26. Fall Clause

- a) The Supplier undertakes that he has not supplied/is not supplying similar

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products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid.

- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

27. Resolution of disputes

- a) Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 27.b shall become applicable.
- b) Arbitration: In the case of dispute arising upon, in relation to, or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Department of Sports and Youth Affairs. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- c) Arbitration proceedings shall be held in the jurisdiction of the competent Civil Court in Shillong and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall

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be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

28. Applicable Law

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SPECIAL CONDITIONS OF CONTRACT (SCC)

This is in continuation to this office's Letter of Intent No. _____ dated _____

1. Name & address of the Supplier:
2. Purchaser's Bidding Document No____dated_____and subsequent Amendment No_, dated_____(if any), issued by the purchaser.
3. Supplier's Bid No_dated_and subsequent communication(s) No____dated_____(if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this SCC, the following documents shall also be deemed to form and be read and construed as an integral part of this contract:
 - (i) General Conditions of Contract
 - (ii) Schedule of Requirements with specifications
 - (iii) Bid Form furnished by the supplier
 - (iv) Price Schedule(s) furnished by the supplier in its Bid, subsequently i.e. post floating a limited tender enquiry or request for quotation by DSYA.
 - (v) Manufacturers' Authorization Form (if applicable for this Bid)
 - (vi) Purchaser's Letter of Intent
 - (vii) Any other document related to this contract
5. Additional Information:
 - (i) Contract Start Date:
 - (ii) Contract valid upto:
 - (iii) Details of Performance Security
 - (iv) Bank Details of the Supplier

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Annexure L – Inspection & Acceptance Certificate

Certified that the following item(s) has/have been received in full & good condition as per the terms & conditions of Supply Order and Contract Terms & Conditions:

- 1) Contract No. & Date :_____
- 2) Name and Address of Purchaser :_____
- 3) Supply order No. and Date :_____
- 4) Supplier's Name & Address :_____
- 5) Consignee :_____
- 6) Description of the item supplied :_____
- 7) Quantity Supplied :_____
- 8) Delivery date- (As per supply order) :_____
- 9) Extended Delivery Date, if any :_____
- 10) Date of actual Receipt of goods by the Consignee :_____
- 11) Delay in supplies beyond original delivery date :_____
- 12) Damages/Shortages/recoveries for late supplies etc., if any :_____
- 13) Remarks, if any :_____

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Signatures of Inspection & Acceptance Committee Members