



Government of Odisha
Housing & Urban Development Department
3rd floor, Kharavel Bhavan, Unit-V, Bhubaneswar, PIN:751001

File No.: PT3-HUD-FUND-POLICY-0002-2021 Letter No.: 19051 Date 10.11.2021

From

Sarada Prasad Panda, OAS
Joint Secretary to Government

To

The Director,
Information & Public Relations Department,
Government of Odisha, Bhubaneswar [Email : ipr.advt@gmail.com]

Sub : Publication of EXPRESSION OF INTEREST (EOI) on 11.11.2021 in widely circulated Odia and English News Papers for empanelment of Original Manufacturer/ Authorised Distributer/ Authorised Supplier for supply and installation of Children Play equipment and Open Air Gym equipment


Sir,

I am directed to send herewith PDF & soft copy of the Expression of Interest (EOI) for empanelment of Original Manufacturer/ Authorised Distributer/ Authorised Supplier for supply and installation of Children Play equipment and Open Air Gym equipment for publication on 11.11.2021 in two largest circulated Odia Dailies and two largest circulated English Dailies.

Bill for payment as per the rate approved by I&PR Deptt. may be made in favour of the "Project Director, State Urban Development Agency (SUDA), Bhubaneswar, H & UD Department for reimbursement along with copy of the Advertisement so published for record.

Yours faithfully,


Encl : As above [PDF & soft copies]


Joint Secretary to Government

Memo No. 19052 /HUD

Date : 10.11.2021

Copy forwarded to the Project Director, State Urban Development Agency (SUDA), Bhubaneswar for information and necessary action.


Joint Secretary to Government

Housing & Urban Development Department

Expression of Interest (EOI)

ADVERTISE

Housing & Urban Development Department, Govt of Odisha


EXPRESSION OF INTEREST (EOI)

For

Empanelment of Original Manufacturer/ Authorised Distributor / Authorised Supplier for Supply and Installation of Children Playground Equipment and Open-Air Gym Equipment (Including for Specially Abled) in public parks in Urban Local Bodies of Odisha'

Housing & Urban Development Department (H&UDD) is in the process of implementing a project for installation of Children Playground Equipment and Open-Air Gymnasium in Public Parks and Open Spaces in ULBs of Odisha. The value of procurement to be made by various ULBs of Odisha is likely to be Rs. 100 Crores (approx.).

H&UDD hereby invites reputed Original Equipment Manufacturer (OEM) / Authorised Distributor/ Authorised Supplier for Empanelment for Supply, Installation and Maintenance of Children Playground and Open-Air Gym equipment as per details mentioned in the Scope of Work in the EOI document. Interested agency, for further details, may download the EOI document from website : State Govt. portal www.urbanodisha.gov.in and www.sudaodisha.org and submit their EOI in a sealed envelope by Registered Post /Courier/Hand delivery on or before 29/11/2021 on or before 2:00 PM at SUDA, near Bhubaneswar Municipal Corporation, Bhubaneswar.

 10/11/2021

**DIRECTOR, MUNICIPAL ADMINISTRATION
H&UD Department**

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

Expression of Interest (EOI)

For

Empanelment of Original Manufacturer/ Authorised Distributor /Authorised Supplier for Supply and Installation of Children Playground Equipment and Open-Air Gym Equipment (Including for Specially Abled) in Urban Local Bodies of Odisha

Director Municipal Administration

Housing & Urban Development Department,

Govt. of Odisha

10th November 2021

Housing & Urban Development Department

Expression of Interest (EOI)

ADVERTISE

**Housing & Urban Development Department, Govt of
Odisha**

EXPRESSION OF INTEREST (EOI)

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**DIRECTOR, MUNICIPAL ADMINISTRATION
H&UD Department**

1. Introduction

Housing and Urban Development Department, Government of Odisha in its Urban Transformation Initiative and to implement the “**Happy Odisha-Healthy Odisha**” vision of the Hon'ble Chief Minister of Odisha for the better health and well-being of the residents of the State, plans to modernise open spaces in urban areas with children play equipment and Open-Air Gymnasium equipment.

Director Municipal Administration H&UDD (**The Authority**) has been entrusted to implement the programme on mission mode for creation of Ward-wise basic amenities such as Mini Park with Walking/Jogging Tracks, Open air Gym, Playgrounds for Children with Play Equipment, Roadside Urinals, Water bodies and Vending Zones etc. at different strategic locations across 114 ULBs of the State.

Housing and Urban Development Department, Government of Odisha has decided to float EOI for empanelment of Original Equipment Manufacturer (OEM) / Authorised Distributor / Authorised Supplier (**The Agency**) for the Children Playground Equipment and Open-Air Gymnasium Equipment.

The local MSMEs/ Start-Ups registered under concerned Departments of Government of Odisha shall be considered for empanelment based on conditions stipulated in this EOI.

The Agencies shall be responsible for Supply, Installation and Maintenance of equipment (excluding all civil works) of Children Playground Equipment and Open-Air Gymnasium Equipment as mentioned above at different locations in Urban Local Bodies of Odisha for 3 years free of charges, including 1 year Defect Liability Period. Additional 2 years Guarantee for supply of all types of consumable and replaceable spare parts of the supplied equipment beyond 3 years of maintenance period. The Agency is required to submit the details as per the format provided. The Agencies meeting the requirements specified in this EOI and agreeing to terms and conditions of supply shall be shortlisted.

The shortlisted agencies under this empanelment will be invited for the financial offer by the concerned ULBs based on the requirements of the ULBs and to submit offer for the quantity to be notified in the Notice Inviting Tender (NIT) to be invited by the respective ULBs. The quantity mentioned in this document is indicative in nature the actual quantity may increase or decrease based on the requirements of ULBs.

This document contains information about the empanelment, bidding process, proposal submission, qualification and evaluation process.

1.2 OBJECTIVE

The objective of the empanelment is to prepare a Pool of Original Equipment Manufacturer (OEM) / Authorised Distributor /Authorised Supplier for Supply, Installation equipment (Excluding all civil works) for Children Playground Equipment and Open-Air Gymnasium Equipment to be installed in different Urban locations of Local Bodies of Odisha and undertake Maintenance (scheduled & breakdown maintenance) **for 3 years free of charges**

including 1 year Defect Liability Period. Additional 2 years Guarantee for supply of all types of consumable and replaceable spare parts of the supplied equipment beyond 3 years of maintenance period.

THE MAIN OBJECTIVE OF EMPANELMENT WILL BE;

- This Expression of Interest is invited for creation of a pool of Original Equipment Manufacturer (OEM) / Authorised Distributor / Authorised Supplier for Supply and Installation of equipment and for ascertaining the detailed specification along with the indicative rate of the product/ items with Gross weight of each items as detailed in Scope of Work and format in Appendix-3 on per Unit Cost basis. Applicable rate of GST to be mentioned for the items alongside rate. The Installation & Other Charges to the Authority may also be indicated on per cent (%) basis. Based on these information, the estimated budget for the project shall be prepared for obtaining Technical & Administration Approval.
- Subsequent to the Administration Approval, the Notice Inviting Tender (NIT) shall be invited to only the shortlisted Empanelled Agencies for submission of the final rate based on the requirement of individual ULB.

2. Scope of Work

The Original Equipment Manufacturer (OEM) / Authorised Distributor/ Authorised Supplier will be responsible for Supply, Installation (Excluding all civil works) of Children Playground Equipment and Open-Air Gymnasium carry out Maintenance (scheduled & breakdown maintenance) for 3 years free of charges including 1 year Defect Liability Period. Additional 2 years Guarantee for supply of all types of consumable and replaceable spare parts of the supplied equipment beyond 3 years of maintenance period for Urban Local Bodies of Odisha.

Maintenance works includes:-

a. All Periodic/ Scheduled Maintenance.

Scheduled maintenance includes Oiling/ Lubrication, Greasing and application of Paint as and when required or as per maintenance schedule provided by the Manufacturer to be carried out by the Agency.

However Maintenance of play and Gym equipment like day to day cleaning and keeping in usable condition are to be done by respective ULB.

b. All Breakdown Maintenance.

Breakdown maintenance is to be performed on equipment that has broken down, faulted, or otherwise cannot be operated. The agency shall fix that component or parts that has malfunctioned or breakdown.

c. Provide training for routine Maintenance to the persons identified by ULBs.

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Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

All the Civil works will be carried out by the respective Urban Local Bodies, the Agency should provide all the specifications along with drawings related to civil work i.e for Foundation and platforms etc.

The Agency will provide training for periodic Maintenance to the persons identified by ULBs to carry out routine maintenance upon expiry of maintenance period by the Agency after 3 years. The list of Play and gym equipment to be placed in respective ULBs based on requirement and shall be intimated through Notice Inviting Tender (NIT) of respective ULBs are as follows:

Category A

A. Children Playground Equipment

1. Four- seated arched swing
2. Merry- Go – Round
3. Two seated seesaw
4. Spiral slide
5. Rainbow Climber
6. 3-Seater Merry-Go-Round (Specially Abled)
7. 2-Seater Swing (Specially Abled)

The tentative numbers for each equipment will be around 150 pieces to be installed based on the requirement of respective ULBs.

Category B

B. Open Air Gym Equipment

1. Air walker/Aerial Stroller
2. ABB crunch or Sit-Up bench,
3. Air swing,
4. Twister,
5. Glider or Set Back,
6. Knee/ Hip raise on parallel bars,
7. Big shoulder wheel,
8. Spinner,
9. Bench with fixed dumbbell,
10. Bench with fixed weight lift,
11. Poles with fixed weight
12. Chest Press
13. Walker
14. Push Up Bar
15. Shoulder Exerciser
16. Leg Roller (Specially Abled)
17. Shoulder Builder (specially abled)

The tentative numbers for each equipment will be around 100 pieces to be installed based on the requirement of respective ULBs.

4. Eligibility

Interested Agency should comply with the following Eligibility criteria as mentioned below:

A. Minimum Eligibility:

- i. Interested Agency shall be a registered Company/ Firm and should have valid registration under Companies Act / Registered Firm / Proprietorship registered under State / Central Govt. authority in India / if any other (please provide a copy of the registration certificate).
- ii. The Agency should be in existence/ have been established for at least 3 years. Agency Firms should have minimum 3 years of experience in supply and installation of Children Playground Equipment and/ OR Open-Air Gymnasium Equipment. In case Bid is submitted by Authorised Distributor /Authorised Supplier in such case supply experience of Original Manufacturer can be considered for above 3 years' experience criteria. In case the Agency is a local MSME/Start-up firm registered under Govt. of Odisha the condition of prior experience will be relaxed.
- iii. Copy of constitution or legal status of the Agency as a manufacturer / Sole proprietorship / firm / agency etc.
- iv. Confirmation to the minimum technical specification of the equipment provided as per Annexure-1.
- v. Certificate of Original Manufacture or Authorised Distributor/ Authorised Supplier.
- vi. No offer of the vendor will be accepted without warranty/ guarantee of their supplied/ installed goods from the Original Equipment Manufacturer.
- vii. **Manufacture authorization Certificate:** The bid must be submitted by original Manufacturer or authorized Distributor/ authorised Supplier. The Agency are required to provide manufacturer's authorization certificate on company's letterhead along with the technical bid (Documentary proof must be submitted with technical bid).
- viii. A Certificate from the third Party Certifying Agency, such as IPEMA, TUV, CPSC, QCI or similar agencies, certifying Safety standards & Quality of the products, manufactured by the firm, meeting the requirement, is a prerequisite, for this empanelment. However, in case, it is not available with any firm, at the time of participation through this EoI, then they need to submit the undertaking to the effect that they shall obtain it before the issue of the Procurement order, by the respective ULB.
- ix. Confirmation to Standard Terms and Conditions as per Appendix-4 of this document.
- x. Any entity which is blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, and associate firms of

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such entity would not be eligible.

B. Technical Eligibility:

The bidder should demonstrate technical experience in relevant Government assignment (Central/ State/ Development Authority/ ULBs/ PSUs/ Central Autonomous Body/ Industrial townships) in the last 5 financial years preceding the Proposal submission due date, for **Children Playground Equipment and / OR Open-Air Gym Equipment (Including for Specially Abled)**.

The bidder must have completed the work of SUPPLY & INSTALLATION OF Children Playground Equipment and / or OUTDOOR OPEN GYMNASIUM EQUIPMENTS of aggregate Value not less than Rs. 50 lakhs in any one Financial year during the last 5 years.

The bidder must have supplied and installed the equipment **as per the minimum technical specifications of each equipment mentioned in Annexure-A.**

In case Bid is submitted by Authorised Distributor / Authorised Supplier in such case supply experience of Original Manufacturer can be considered for above experience criteria.

In case the Agency is a MSME/Start-up firm registered under Govt. of Odisha the condition of prior experience will be relaxed subject to meeting the quality and technical specification under this document. The empanelment of such Firms shall be finalised based on the committee recommendation.

Note:-

- 1. Necessary supporting documents like Work Order, Letter of Award, Agreement and Completion Certificate should be submitted with the proposal duly signed under seal by authorised signatory.**
- 2. The value of each completed projects should be certified by a Chartered Accountant in original shall be enclosed while submitting the bid.**

C. Financial Eligibility:

Annual Turnover of the Agency should be **minimum Rs. 2 Crores in any one year in the last three financial years 2017-18, 2018-2019 and 2019-2020.**

(The minimum turnover requirement for MSME/Start-up in state of Odisha may not be insisted and empanelment shall be based on committee recommendation). A Certificate from the Chartered Accountant to this effect must be submitted.

5. Submission of Expression of Interest

Interested Agency qualifying as per the eligibility criteria mentioned herein above shall submit Expression of Interest (EOI) in Physical Form in the Format Prescribed at Annexure-2 and

EXPRESSION OF INTEREST (EOI):
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Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air
Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

Appendix1, 2 and 3 in a sealed envelope containing the documents as mentioned in this EOI as per the timeline mentioned in this EOI SI no- 10.

**The Project Director, SUDA,
State Urban Development Agency (SUDA)
H & UD Department, Govt. of Odisha
Adjacent to Bhubaneswar Municipal Corporation Office,
Vivekanand Marg, Bhubaneswar, PIN: 751014**

The Agency may apply as per the format provided and submit their proposal in a sealed envelope and the outer envelope must be sealed and labelled with:

Title: Proposal for Empanelment of Original Manufacturer/ Authorised Distributor/ Authorised Supplier for Supply and Installation of Children Playground Equipment and Open-Air Gym Equipment in different locations of Urban Local bodies of Odisha

- a) EOI
- b) Last date of bid Submission;
- c) Full address of the Bidder Agency with contact no and email on the left.

On the envelope clearly write/print in bold capital letters "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT'S REPRESENTATIVE AND PRIOR TO 29.11.2021 (03.30 PM)".

7. Documents to be Submitted

Interested Agency qualifying as per the eligibility criteria mentioned hereinabove shall submit following documents as part of their Expression of Interest (EOI) along with Annexure-2 Appendix - 1, 2 and 3 duly filled in-

- i. Copy of documents presenting evidence of incorporation and registration of firm, PAN card, GST No, Certificate of Manufacture or Authorized Distributor/ Supplier, Quality Assurance Certification for manufacturer, **Manufacture authorization Certificate** and brief introduction (profile) of firm.
- ii. Chartered Accountant's certificate in original and mentioning UDIN with supporting documents specifying the value of completed project under Technical Eligibility criteria and formats in Appendix-2. Necessary supporting documents i.e., Work Order, Letter of Award, Agreement and Completion Certificate duly attested / certified by a Chartered Accountant under seal shall be enclosed.
- iii. Chartered Accountant's certificate/ supporting evidences specifying firm's Annual Turnover for last three financial years – 2017-18, 2018-2019 and 2019-2020.
- iv. Self-Certification for non-blacklisted by any Government Department.
- v. The detailed specification along with the indicative Rate of the product/ items as detailed in Scope of Work and format in Appendix-3 on per Unit Cost basis.

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- vi. For local MSMEs/ Start-ups the DIC registration certificates along with other documents as proof for installed capacity to be submitted

8. EOI Validity Period

The Expression of Interest (EOI) submitted by interested Agency shall be valid for 90 days from the EOI Submission Date as mentioned hereinafter for empanelment by Authority. But empanelled list to be valid for 3 years from date of empanelment.

9. Pre-Bid Meeting & Clarifications

For Pre-bid meeting, the Bidders may seek clarifications and make suggestions for consideration of the Authority related to this document in the below mentioned format (preferably in editable Format) should reach to this email id muktaodisha1@gmail.com within 7 days from publication **or latest on or before 18-11- 2021** by 02.00 PM. After that no queries will be entertained by the Authority.

SI	Reference	Content of RFP requiring Clarification(s)	Points for Clarification/ Suggestion
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The Authority in its sole discretion, if considered appropriate, shall have right to provide clarifications and to modify any conditions of this document and issue Addendum and such further information as it may, for facilitating a fair, transparent Process of empanelment. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the same website.

10. Last Date of Receipt of EOI

The Expression of Interest (EOI) shall be submitted on or before 29.11.2021 till 2:00 PM to **The Project Director**, SUDA at postal address as mentioned below.

Address:

**The Project Director
State Urban Development Agency (SUDA)
H & UD Department, Govt. of Odisha
Adjacent to Bhubaneswar Municipal Corporation Office,
Vivekanand Marg, Bhubaneswar, PIN: 751014**

The Submitted EOI Documents will be opened on 29.11.2021 at 3.30 PM at the Conference Hall of State Urban Development Agency (SUDA).

11. Evaluation of Offers

Offers received in response to this invitation would be evaluated as mentioned under-

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- i) The offers received on or before the last date of receipt of EOI as mentioned herein above shall only be considered for evaluation.
- ii) The offers shall be first scrutinized to evaluate whether they meet the eligibility criteria and requirements of the authority as specified in this EOI.
- iii) The eligible offers shall be then evaluated in terms of their relevant experience and capability to carry out the assignment and deliver desired outcomes, and shall be assigned technical score.
- iv) The offers shall be assigned Technical Score (TS) out of 100 marks as per the marking scheme presented below.
- (v) The Authority intends to shortlist offers of the bidder having qualifying Technical Score more than 70% of total marks shall be considered for Short listing.
- (vi) **The Start-Ups/MSMEs, registered under Odisha Start-up Policy-2016 shall be exempted from such evaluation/marking, with respect to Sl. No. 1 to 4 of the Marking Parameter and therefore, shall be deemed to get the total marks of 90. However, they need to deliver a power point presentation vide Sl. No. 5.**
- vii) The Short listed Agencies shall be empaneled for a period of three years for consideration for executing above assignments, the authority may extend the period of empanelment.
- viii) The empaneled agency will be issued NIT/ RFP by the respective ULBs based on the requirement and as per scope of work relating to specific requirements and will offer financial Proposal.

ix) **The Service Agreement-**

A Service Agreements (SA) shall be entered into by and between the respective Urban Local Bodies and the respective successful Agency(s) at the operative stage for maintenance.

Sr. No.	Marking Parameter	Marks to be Assigned	Total Marks Allotted
1	Existence of Firm		15
	For Existence of 3 years	10	
	For every additional year of existence 1 marks each subject to Max 15	5	
2	Annual Turnover		20
	Turnover of Rs. 2 Crore- 12 marks.	12	
	For every additional turnover of Rs. 25 lakhs, 2 marks each subject to Max 20	8	
3	Work Experience for Supply and Installation of completed projects, for **		35
i	The bidder must have completed the work of supply & installation of children playground equipment and /or	20	

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	outdoor open gymnasium equipments costing minimum Rs. 50 lakhs (on cumulative basis) in any financial year, completed in last 5 years, 20 marks .		
ii	For every additional Rs.10 lakhs completed work of supply & installation of children playground equipment or outdoor open gymnasium equipments over Rs 100 lakhs (Cumulative in any Financial Year in last 5 years) For every additional Rs. 10 lakhs, 3 marks for each project subject to max 35 marks.	15	
4	Work Experience for Maintenance **		
	Number of Project of supply and Installation of Play or Gym equipment including maintenance for minimum period of 1 year completed in last 5 years. 4 marks each project subject to Max 20 marks	20	20
5	Power Point Presentation (Through virtual mode) for 5 minutes each agency		10
	Audio Visual of Ply & Gym equipment and showcasing best implemented project in ULBs. <i>(video of maximum 2 minutes)</i>	5	
	Approach and Methodology for Implementation including maintenance.	5	
TOTAL MARKS		100	100

Note-- ** In case Bid is submitted by Authorised Distributor /Supplier in such case supply experience of Original Manufacturer can be considered for above experience criteria.

12. Earnest Money Deposit

- An Earnest Money Deposit (**EMD**) amount will be indicated in the Notice Inviting Tender by the individual ULBs, in the form of a demand draft drawn in favour of the ULBs and payable at respective place must be submitted along with the Financial Proposal.
- MSME/ Start-ups registered with Govt. of Odisha are exempted, vide FD office memorandum no.13681/F dated 19th April 2018. However, the agency has to claim with proper documentary support.
- Financial Proposals not accompanied by EMD shall be rejected as non-responsive.
- The EMD submitted along with the Proposal will remain valid for the period as mentioned in Notice Inviting Tender, including any extensions thereof.
- No interest shall be payable by the Client for the sum deposited as EMD.
- The EMD of the unsuccessful Applicants will be returned within 1 month from the date of issuing Work Order to the successful Agency. The EMD of the successful Applicant will

be returned within 30 days from the date of signing of contract and on submission of Performance Bank guarantee.

13. Forfeiture of EMD

The EMD shall be forfeited and appropriated by the Authority as pre-estimated compensation and damages payable to the Authority for the time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority under this EOI document or in law under the following conditions:

- a. If an Applicant withdraws or modify its Proposal not acceptable to the Authority during the Proposal validity period or any extension agreed by the Applicant thereof.
- b. If the Applicant tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Notice Inviting Tender.
- c. If an Applicant is declared the successful Applicant and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the successful Applicant shall not be construed as withdrawal of proposal by the successful Applicant;
 - (ii) Fails to furnish the Performance Security in accordance with the Notice Inviting Tender;
 - (iii) Fails to sign and return, as acknowledgement, the duplicate copy of the Work Order;
 - (iv) Fails to fulfil any other condition precedent to the execution of the Contract, as specified in the Work Order; or
 - (v) Fails to execute the Contract.

14. Performance Security

Upon selection, the Agency shall furnish to the respective ULBs, a performance security of 3% of the total Work Order, on or before execution of the Contract to secure the due performance of the obligations of the Agency under the Contract (the **Performance Security**).

The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the ULBs in the prescribed format.

The Performance Security shall be for an amount equal to **3% of the contract value**.

15. Project Duration, Key Stages, Timeline and Payment Schedule

The respective ULBS while inviting NIT/ RFP from amongst the empaneled agency shall indicate the detail scope of work and quantity of equipments, including the timeline for implementation. The indicative Key Stages, Timeline and Payment Schedule shall be as mentioned in the following table.

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Sr. No.	Key Stages	Fees Payable (% of Total Fees)	Delivery Schedule
1	After receiving the required equipment at the respective ULB/Site, 70% payment shall be released for the total material cost, after inspection recommendation of the technical report by the PD/DUDA/ Engineers/Committee formed for that work.	70%	Maximum 3 months from Order
2	After Installation and completion of civil work by ULBs 10% payment will be release.	10%	1 month from inspection of equipment
3	10% payment shall be released after completion of 2 months of Maintenance.	10%	2 months after Completion date.
4	10% shall be released after completion of Guarantee/ Defect Liability period. However, no interest on the withheld amount shall be paid to the Agency during this period.	5%	1 year after Completion date.
5	Performance Guarantee (in the form of Bank Guarantee) of 3% of value of the contract should be deposited by the Agency and valid for 4 years after completion of Defect Liability period to meet the contractual obligations.	5%	

16. Rights of Authority

1. The Authority shall accept the EOI which will be best suited in all aspects. The decision of the Director, Municipal Administration shall be final.
2. Authority also reserves following rights without any kind of liability:
 - i. To accept or reject any or part of any EOI/ entire EOI or all the EOIs without assigning any reason thereof.
 - ii. Not to proceed ahead in the EOI process at any stage without assigning any reason thereof.
3. The Authority retains the right to ask for any further information, document or clarification that may be required from the Agency for evaluation purposes. The Authority shall exclude the offer from evaluation process in case the requested documents are not submitted by the agency within the time specified by the Authority or the Authority find the documents submitted by the Proposer are not satisfactory.
4. Misleading or wrong representation in the forms, statements, and attachments submitted as part of the Proposal in response to this EOI. This shall lead to rejection of offer.
5. Any effort to influence or intervene processing of Bids or award decision by Authority, or any officer, agent or advisor thereof may lead to rejection of proposal.

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6. Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any Proposal and to annul or revise the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, annulment or revision, and without assigning any reasons thereof.
7. The Authority shall add or remove the Manufacturer, / Distributor/ Supplier form the empanelled list time to time based on the decision taken by the H&UD Department.
8. **Delivery and Penalty**
 - (a) All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier.
 - (b) If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value.
9. **Inspection:**
 - (a) The Authority shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
 - (b) The Authority have right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by District Level Technical Committee/ PD, DUDA prior to the goods shipment.
 - (c) The District Level Technical Committee/ PD, DUDA shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
 - (d) No payment shall be made for rejected equipment. Rejected items must be removed by the Agency within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

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Annexure 1: Details of Equipment Specifications

The minimum proposed Technical Specification for Play and Open-Air gym equipment's are as follows:

A. Children Playground Equipment

Sl.no.	Item	Unit
1	Four- Seated Arched Swing AREA: 4' X 10' SAFE AREA:10' X 14' HEIGHT: 7' AGE GROUP: 3-14 Years SEAT: 04 No, Rubber Seat Main Pipe: 65mm ID B-Class G.I. Pipe (Minimum 3 mm thick) Top Pipe:50mm ID B-Class G.I. Pipe, Chain: 8mm SS Chain rubber coated Minimum Gross Weight: -186Kg 400Gm	No.s
2	Merry- Go – Round AREA:5' Dia HIGHT : 2' Years SEAT : 04 no FRP PIPE- 40mm ID - B Class GI pipe Handle :20mm ID B- Class GI pipe (Minimum 3 mm thick) Minimum Gross Weight: - -75Kg 200Gm	No.s
3	Two Seated Seesaw STANDARD SEA SAW (TWO SEATER): AREA: 6' X 8' SAFE AREA:8' X 10' HEIGHT: 24" AGE GROUP:2-10 Years SEAT: 04 No FRP Seat Pipe: Main Pipe: 6' length of 50mm ID, G.I. Pipe, Seating Pipe:8' length of 50mm ID, G.I. Pipe (Minimum 3 mm thick) Minimum Gross Weight: - - 66Kg 500Gm	No.s
4	Spiral Slide AREA: 10' X 16' SAFE AREA:15' X 20' HEIGHT: 7" AGE GROUP:3-14 Years, SLIDE: FRP Pipe: DECK Pipe: 50mm ID B-Class G.I. Pipe GRILL: 20mm ID B-Class GI Pipe LADDER: 25mm ID B-Class GI Pipe Step: 16- gauge MS Sheet, Handle:20mm ID B-Class GI Pipe (Minimum 3 mm thick) Minimum Gross Weight: - - 217 Kg	No.s
5	Rainbow Climber Area : 2 X 10 Fafe Area : 7' X ' HEIGHT- 6' AGE groups -3- 14 Years Main Pipe - 40mm ID B - Class GI pipe, LADDER : 25mm ID B-class GI pipes (Minimum 3 mm thick) Minimum Gross Weight: - - 56 Kg	No.s

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

6	3-SEATER MERRY-GO-ROUND (Specially Abled) EQUIPMENT SIZE: 6' Dia SAFE AREA: 8' Dia MATERIAL : PLASTIC/STEEL AGE GROUP: 2-12 YEARS SEATING CAPACITY :3 GROSS WEIGHT:-98Kg	No.s
7	2-SEATER SWING (Specially Abled) EQUIPMENT SIZE: 5'x7'x10' SAFE AREA: 15'x 20' MATERIAL : STEEL GI PIPE,(2 ½ " X 2") SEAT :FRP AGE GROUP: 2-14 YEARS Minimum GROSS WEIGHT:-85Kg	No.s

The tentative numbers for each equipment will be 150 pieces to be installed based on the requirement of respective ULBs.

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

Open Air Gym Equipment

Sl.no.	Item	Unit
1	Air Walker (Unit Dimension: 45" (H), 44" (L), 12" (W) Safe Area: 7' X 7' Pipe Size: 100 mm ID B-class GI pipe (Main), Leg: 40 mm ID B-class GI pipe (Main), Handel: 25 mm ID B-class GI pipe (Main), Seats: Single Step (Plastic)-2 Nos. Bearings: - 04 Nos. NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. (3/8 x 1½" LN-2,5/16 w) Minimum Gross Weight-52 kg	No.s
2	ABB crunch or Sit-Up Bench (Unit Dimension: 24" (H), 74" (L), 20" (W) Safe Area: 8' X 4' Pipe Size: 40 mm & 25 mm ID B-class GI pipe Seats: FRP Colors: PU Nut & Bolts: S.S Minimum Gross Weight-41 kg	No.s
3	Air Swing (Unit Dimension: 60" (H), 36" (L), 36" (W) Safe Area: 8' X 8' Pipe Size: 100 mm ID B-class GI main pipe Handel: 25 mm & 20 mm ID B-class GI pipe Seats: Double Step (Plastic)-2Nos Bearings: - 4 Nos. NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. (3/8 x 1½" LN-2,5/16Screw) Minimum Gross Weight-82 kg	No.s
4	Twister (Unit Dimension: 48" (H), 5' (W) Safe Area: 8' X 8' Pipe Size: 100 mm ID B-class GI main pipe Handel: 25 mm ID B-class GI pipe Step:03 no Plastic. Bearings: NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. Minimum Gross Weight-68 kg	No.s
5	Glider or Set Back/Leg Press (Unit Dimension: 72" (H), 68" (L), 24" (W) Safe Area: 12' x 10' Pipe Size: 100 mm ID B-class GI main pipe Supporting Pipe: 40 mm ID B-class GI main pipe Seats: Plastic Single Step (Plastic)-4Nos, Bearings: - 4 Nos. NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. (3/8 x 1½" LN-4,5/16Screw) Minimum Gross Weight-71 kg	No.s

EXPRESSION OF INTEREST (EOI):

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6	Push and Pull Up chair (Unit Dimension: 84" (H), 80" (L), 30" (W) Safe Area: 17' x 10' Pipe Size: 100 mm ID B-class main GI pipe Connecting Pipe: 32 mm,25mm & 20 mm ID B-class GI main pipe Seats: Plastic Bearings: NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. Minimum Gross Weight-141 kg	No.s
7	Knee/ Hip raise on parallel bars (Unit Dimension: 92" (H), 46" (L), 29" (W) Safe Area: 5' X 4' Pipe Size: 75 mm 50 mm,32 mm & 25 mm ID B-class GI pipe Colors: PU Nut & Bolts: S.S. Minimum Gross Weight-86 kg	No.s
8	Big shoulder wheel (Unit Dimension: 58" (H), 36" (L), 24" (W) Safe Area: 5' X 5' Pipe Size: 100 mm ID B-class GI pipe (Main), Ring: 25 mm & 20 mm ID B-class GI pipe Bearings: NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. (3/8 x 1½" LN-2) Minimum Gross Weight-50 kg	No.s
9	Spinner (Unit Dimension: 54" (H), 48" (L), 48" (W) Safe Area: 6' X 6' Pipe Size: 100 mm, 32 mm & 25 mm ID B-class GI pipe Colors: PU Nut & Bolts: S.S. Minimum Gross Weight-65 kg	No.s
10	Bench with fixed dumbbell (Unit Dimension: 30" (H), 112" (L), 24" (W) Safe Area: 14' X 4' Pipe Size: 50 mm & 32 mm ID B-class GI pipe Bearings: NBC/SKF/FAG Colors: PU Nut & Bolts: S.S. Minimum Gross Weight-92 kg	No.s
11	Bench with fixed weight lift (Unit Dimension: 56" (H), 48" (L), 24" (W) Safe Area: 8' X 8' Pipe Size: 50 mm,40 mm & 20 mm ID B-class GI pipe Seats: 25 mm X 50 mm GI pipe Colors: PU Nut & Bolts: S.S. Minimum Gross Weight-80 kg	No.s

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12	Poles with fixed weight (Unit Dimension: 81" (H), 50" (L), 48" (W) Safe Area: 6' X 4' Pipe Size: : 75 mm,50 mm & 20 mm ID B-class GI pipe), Colors: PU Nut & Bolts: S.S Minimum Gross Weight-90 kg	No.s
13	Chest Press: Providing and fixing in position CHEST PRESS of approved design and make of minimum product size 1.2m X 0.9m size (Safe Play area minimum 2.2m X 1.9m) Minimum Gross Weight- 93 Kg 300Gm	No.s
14	Aerial Stroller: Providing and fixing in position AREIAL STROLLER of approved design and make of minimum product size 1.0 m X 0.5m size (Safe Play area minimum 2.0m X 1.5m) Minimum Gross Weight- 52 Kg	No.s
15	Walker: Providing and fixing in position WALKER of approved design and make of minimum product area 2.0 m X 0.7 m (Safe Play area minimum 3.0 m X 1.7 M) Minimum Gross Weight- 85 Kg 700Gm	No.s
16	PUSH UP BAR of approved design and make of minimum product size 1.4 m X 0.7 m size (Safe Play area minimum 2.4 m X 1.7m) Minimum Gross Weight- 27Kg 800Gm	No.s
17	SHOULDER EXERCISER of approved design and make of minimum product area 1.2 m X 0.9 m (Safe Play area minimum 2.2 m X 2.19m) Minimum Gross Weight- - 93 Kg 300Gm	No.s
18	LEG ROLLER (Specially Abled) EQUIPMENT SIZE: 5'x2'x3' SAFE AREA: 8'x4'x8' AGE GROUP: 4-12 YEARS PIPE SIZE : 3"x1" GI pipe ROLLER :PLASTIC/STEEL Minimum Gross Weight:-55Kg	No.s
19	SHOULDER BUILDER (Specially Abled) EQUIPMENT SIZE: 4'x1'x3' SAFE AREA: 8'x 8' AGE GROUP: 2-12 YEARS PIPE SIZE : 3"x1" GI pipe Minimum Gross Weight:-42Kg	No.s

The tentative numbers for each equipment will be 100 pieces to be installed based on the requirement of respective ULBs.

Note:- The Agency may propose better specification with same functionality as per prescribed format at Appendix-3.

For

ANNEXURE—2

From: [Name of Agency
Complete Address of Communication]

Date
Place

**Director, Municipal Administration
Housing and Urban Development Department,
Govt of Odisha, 3rd Floor,
Kharvel Bhavan, West Wing,
Bhubaneswar - 751001**

Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Expression of Interest dated We are hereby submitting our Proposal (As per Appendix-1,2 and 3) in original sealed in an envelope.

We have examined the information provided in your EOI offer to undertake the work described in accordance with requirements specified in EOI.. This proposal is valid for acceptance for 90 days from the last date of submission and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date for empanelment The empanelment shall be valid for one year from date of acceptance.

We note and accept that Municipal Corporations/ Urban Local Bodies of Odisha shall be inviting Notice Inviting Tender/RFP for Submitting Financial proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I confirm that I have the authority of **(Name of the agency/institution)** to submit proposals/tenders and to clarify any details on its behalf.

We understand you are not bound to accept any proposal you receive.

Enclosures:

Yours sincerely,
Signature [In full and initials]:
Name and Title of Signatory:

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

Name of Firm: Address:

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

APPENDIX – 1

FORMAT FOR SUBMISSION OF PROPOSAL

A. General Details:

SN	Name of the organization / Firm/ Institute	
1.	Permanent address Tel : Email id :	
2.	Name of the Authorized person for submitting proposal: (Attach Authorization letter of Competent Authority)	
3.	Contact Details Mobile No. : Alternate Mobile no: Email id :	
4.	Registration Number date of Firm and Type of Firm (Certificate To Be Enclosed) MSME/Start Up of Odisha to Furnish details	
5.	Years of Experience in Supply and Installation of Children Play equipment & Open Air Gym.	
6.	Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7.	Brief professional background of the organization	(Attached certificate of incorporation, article / memorandum of association, if applicable). Original Catalogue/ brochure/Technical Data and Photographs of listed equipment.
8.	Confirm to accept all Term & Conditions specified in EOI documents	Self-Certification on letterhead to be submitted

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B. Financial Details:

SN.	Year	Annual Turnover	Net Worth
1.	2017-18		
2.	2018-19		
3.	2019-20		

(Certificate from Chartered Accountant for the Turnover and Network to be enclosed along with the copies of audited balance sheets including profit and loss statement).

EXPRESSION OF INTEREST (EOI):

For

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APPENDIX – 2

1. Eligibility Criteria Details:

The bidder should demonstrate technical experience in relevant Government assignment (Central/ State/ Development Authority/ ULBs/ PSUs/ Central Autonomous Body/ Industrial townships) in the last 5 financial years preceding the Proposal submission due date, for both the Categories as under:

The Agency is required to submit the credential for completed work of supply & installation **Children Playground Equipment and/ or Open Air Gym Equipment** of aggregate cost not less than the amount equal to Rs. 50 lakhs in any Financial year in last three year.

Eligibility Criteria for Children Playground Equipment and / or Open Air Gym Equipment

SN	Name of Client and Address	Project details Supply & Installation of Children Play Equipment of Open Gym Equipment	Total Value of Project in Rs.	Work order issued/Agreement signed on (date) (Attach Work Order and Performance Certificate)	Financial Year of implementation

Note:- The Agency is required to furnish a certificate from Chartered Accountant duly signed under seal, certifying the Value of each Project.

- I. In case Bid is submitted by Authorised Distributor /Supplier in such case supply experience of Original Manufacturer can be considered for above experience criteria.

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

-
- 2. Details of the bidding firm with minimum 3 years of experience/ existence in Supply and Installation of Children Playground Equipment or Open-Air Gymnasium Equipment.**

Years of experience/ existence

SL NO for Year	YEAR	Client	Name/ Details of Project	Work Order No. & Date	Value of Project in Rs.	Current Status
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

- I. In case Bid is submitted by Authorised Distributor /Supplier in such case supply experience of Original Manufacturer can be considered for above experience criteria.**

EXPRESSION OF INTEREST (EOI):

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3. Details of the Agency under taken Project of supply and Installation of play or Gym equipment including maintenance for a minimum period of 1 years undertaken in last 5 years

SI No	Client/Govt.	Detail of Project	Details of O&M and duration	Work Order No. & Date	Current Status

- I. In case Bid is submitted by Authorised Distributor /Supplier in such case supply experience of Original Manufacturer can be considered for above experience criteria.

4. Methodology including Management Plan

A detailed write-up to take up the project activity Approach and Methodology.

- A. **Power Point Presentation to be made** through virtual mode for 5 minutes each agency.

The Agency is required to make an Audio Visual Presentation of Play & Gym equipment and showcasing best implemented project supplied and Installed by the Agency in ULBs through a short video of maximum 2 minutes.

- B. Approach and Methodology for Implementation of Project including maintenance plan.

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address

EXPRESSION OF INTEREST (EOI):

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APPENDIX – 3

Detailed specification along with the indicative Rate of the product/ items as detailed in Annexure-1.

The Agency also need to submit this appendix in soft copy in editable format in CD or other electronic media.

Children playing equipment.

S.NO.	ITEM Specification	UNIT	Gross weight	RATE
	Children playing equipment.			
1		Nos		
2				

Indicate Maintenance schedule for each equipment Periodic/ Monthly/ Annual as per requirement.

Open Air Gym

S.NO.	ITEM Specification	UNIT	Gross weight	RATE
	Open Air Gym			
1		Nos		

Indicate Maintenance schedule for each equipment Periodic/ Monthly/ Annual as per requirement.

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Appendix- 4

The Standard Terms and Conditions ("Terms") only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties.

In the absence of such a written agreement, duly executed by both parties, then these Terms provide the "Agency" with the guidelines and legal stipulations of the Work order ("Order") with the Urban Local Bodies – ULBs ("Authority") for the goods and/or services that are described on the face of the Order.

1. Acceptance and terms and conditions: Agency accepts this Order and any amendments by signing the acceptance copy of the Order and returning it to Authority promptly. Even without such written acknowledgment, Agency's full or partial performance under this Order will constitute acceptance of these Terms. By acceptance of this Order, Agency agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in this Order. These Terms apply to everything listed in this Order and constitute Authority's offer to Agency, which Authority may revoke at any time prior to Agency's acceptance. This Order is not an acceptance by Authority of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on Authority, whether or not they would materially alter this Order, and Authority hereby rejects them. These Terms may be modified only by a written document signed by duly authorized representatives of Authority and Agency.

2. Default: Time is of the essence of this Order. Authority may by written notice of default to Agency (a) terminate all or any part of this Order if Agency fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Authority may authorize in writing) after receipt of notice from Authority specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Agency will continue performance of this Order to the extent not terminated and will be liable to Authority for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, Authority, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Agency's performance, in which case an equitable reduction in the Order price will be negotiated. If Agency for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Agency will promptly notify Authority in writing. If Agency does not comply with Authority's delivery schedule, Authority may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Agency.

3. Price: This Order must not be filled at a price higher than shown on the face of the Order. If no price is set forth on the front of the Order, the goods or services will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, goods and services ordered under this Order will not be billed at a higher price than last quoted or charged without Authority's specific written authorization. Authority will be entitled at all times to set off any amount owed at any time by Agency or any of its affiliates to Authority or any of its affiliates against any amount payable at any time by Authority in connection with this Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Authority. All applicable taxes arising out of transactions contemplated by the Order will be borne by Agency except as otherwise specified by the

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parties in writing. If Agency reduces its prices for such goods and/or services during the term of this Order, Agency shall correspondingly reduce the prices of goods and/or services sold thereafter to Authority under this Order.

4. Invoices, payment, and taxes:

(a) GST shall be paid as per applicable rate. All other taxes, duties and octroi shall be born by the Agency.

(b) Invoices shall be rendered on completion of services or delivery of goods and shall contain the Work Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total Work price. Each invoice must refer to one, and only one, Work order.

(c) Invoices for contingent workers must contain all of the above where applicable and include a copy of the ULBs time tracking document for each contingent worker for the time period being billed.

(d) Payment shall be made on the terms of net 30 days from the date of invoice. All claims for money due or to become due from Authority shall be subject to deduction by Authority for any setoff or counterclaim arising out of this or any other of Authority's Orders with Agency.

6. Inspection: All goods and services will be subject to inspection and test by Authority at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Agency from responsibility for such goods or services as are not in accordance with this Order nor impose liabilities on Authority for them. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, then Authority, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Agency's expense, require Agency to inspect the goods and remove nonconforming goods and/or require Agency to replace nonconforming goods or services with conforming goods or services. If Agency fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to Authority, Authority may at its option inspect and sort the goods; Agency will pay any related costs.

7. Warranties: Agency represents and warrants that

(a) all goods and services are free of any claim of any nature by any third person and that Agency will convey clear title to Authority,

(b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by Authority,

(c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are ordered and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Authority, and

8. Indemnification: Agency shall indemnify and hold Authority harmless and, on Authority's request, shall defend the Authority from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way

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connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Agency, any breach by Agency of any of its obligations hereunder, or any other act, omission or negligence of Agency or any of Agency's employees, workers, servants, agents, subcontractors, or suppliers. Agency shall, on request, pay or reimburse Authority or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Authority or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Agency will, at its own expense and at Authority's option, either procure for Authority the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the Work price and the transportation and installation costs thereof.

9. Limitation of liability: Authority's aggregate liability arising from or relating to this order is limited to the amount paid by Authority for the goods and/or services. To the maximum extent allowable under applicable law, Authority shall not be liable under this order for any special, accidental, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues even if Authority has been advised of the possibility of such damages.

10. Authority's property: Tangible or intangible property of any nature furnished to Agency by Authority or specifically paid for in whole or in part by Authority, and any replacements or attachments, are the property of Authority and, unless otherwise agreed in writing by Authority, will be used by Agency solely to render services or provide goods to Authority. Agency will not substitute any property or take any action inconsistent with Authority's ownership of such property. While in Agency's custody or control such property will be held at Agency's risk, will be kept insured by Agency at its expense for its replacement cost with loss payable to Authority, and will be subject to removal at Authority's written request, in which event Agency will prepare such property for shipment and redelivery / relocation to Authority in the same condition as originally received by Agency, reasonable wear and tear excepted, all at Agency's expense.

11. Changes: At all times Authority will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in delivery schedule, if required and at the discretion of the Authority, and this Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with Authority as to any claimed adjustment, will excuse Agency from proceeding with this Order as changed. Any claim by the Agency for adjustment under this Section 11 must be in a detailed writing and delivered to Authority within five (5) days after the date Agency receives notification of change. Any change will be authorized only by a written communication from the Authority and/or duly executed amendment to this Order. Information, such as technical information or guidance provided to Agency by representatives of Authority, will not be construed as a change within the meaning of this Section. If Agency considers that the conduct of any of Authority's employees has constituted a change under this Order, Agency will immediately notify the Authority, in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this Section 11.

12. Compliance with laws: Agency represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in compliance with the applicable provisions of all state, or municipal / local laws or ordinances and all related lawful orders, rules and regulations. Agency shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Agency shall be required to

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obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

14. Work on Authority's premises: For Agency's work under this Order requiring the Agency to be on the premises of Authority or at Authority's direction, Agency will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures or other requirements of Authority.

15. Insurance: Agency will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by Authority, as well as appropriate Workers' Compensation insurance as will protect Agency from all claims under any applicable workers' compensation and occupational disease acts. At Authority's request, Agency will furnish to Authority a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming Authority as an additional insured, and containing a covenant that such coverage and will not be cancelled or materially changed until ten (10) days after prior written notice has been delivered to the Authority.

16. Termination: Authority may terminate all or any part of this Order for convenience at any time by written notice to Agency. Upon such termination, Authority's liability will be limited to payment of work done commissioned till date by the Agency and any item of Goods received but pending installation from the Agency. This Order shall terminate automatically, without notice, if Agency becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors.

18. Miscellaneous:

(a) *Non-assignment:* Assignment of this Order or any interest in it or any payment due or to become due under it, without the written consent of the Authority, will be void. An assignment will be deemed to include not only a transfer of this Order or such interest or payment to another party but also a change in control of Agency, whether by transfer of stock or assets, merger, consolidation, or otherwise.

(b) *Agency's inventory:* Authority will have no obligation to request quotations or place Orders with Agency, both of which will be in Authority's sole discretion. Authority acting in its sole discretion will determine the actual quantity of goods or services to be procured. The quantity of goods or services, if any, specified in estimates and forecasts supplied by Authority from time to time, or otherwise, is an estimate only. Agency bears sole responsibility for managing Agency's raw material, work in process, and inventory, and Authority will have no liability with respect thereto (whether upon termination of this Order or otherwise) other than in connection with termination as provided in Section 16.

(c) *Force majeure:* Authority may delay delivery and/or acceptance occasioned by causes beyond its control.

(d) *Remedies:* Each of the rights and remedies reserved to Authority in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Authority in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Authority shall be deemed to be a waiver of any such right or remedy.

(e) *Publicity:* Agency will not use Authority's name or logo in publicity, advertising, or similar activity, except with Authority's prior written consent. Agency will not disclose the existence of this Order or any of its respective terms to any third party without Authority's prior written consent except in normal course of Agency's business activities requiring participation in tenders.

(f) *Documentation:* It is agreed that all technical documentation and other literature necessary for the proper use of the goods or services will be provided to Authority with

EXPRESSION OF INTEREST (EOI):

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Children Play Equipment and Open-Air Gym Equipment (including for specially abled) for Municipal Corporations and Urban Local bodies of Odisha'

the goods or services, unless otherwise directed by Authority, and its cost is included in the price.

- (g) *Governing law*: This Order, these Terms, and all related transactions, will be interpreted under and governed by the laws of Republic of India and the State of Odisha and the jurisdiction of the High Court of Orissa at Cuttack.
- (h) *Dispute resolution*: Disputes arising under this Agreement will be resolved by the parties mutually through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written request of either party, before a single arbitrator as per mutual agreement of the parties.
- (i) *Severability*: If any provision of this Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Order.
- (j) *Entire agreement*: Provided that there is no written agreement, duly executed by both parties, applying to the transaction, this Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
- (k) *Corrupt and Fraudulent Practices*
 - i. The Applicant (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Notice Inviting Tender by the ULBs.
 - ii. To this end, the Applicant shall permit and shall cause its agents and Personnel to permit the Client to inspect all records, and other documents relating to the submission of the Proposal.

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Appendix-5

On Agency Letter Head

Undertaking

We hereby confirm to provide the minimum Technical Specification for Supply and Installation of equipment provided in this EOI and extend our full Guarantee and Maintenance against this EOI Invitation.

We also agree to provide the standard condition against this EOI Invitation.

Yours faithfully,
(Name)