

EXPRESSION OF INTEREST (EOI)
For
Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Water Fountain Equipment (including for specially abled) for Vyasaganar Municipality

OFFICE OF THE VYASAGANAR MUNICIPALITY, VYASAGANAR

Jajpur Road, Jajpur-755019

e-mail-vyasaganarmunicipality@gmail.com

No. 2828/

Dt. 28.08.2023

Expression of Interest (EOI)

The executive officer, on behalf of municipal council, Vyasaganar invites expression of interest for Empanelment of Original Manufacturer/ Authorised Distributor /Authorised Supplier for Supply and Installation of Water Fountain in Vyasaganar Municipality.



Executive Officer
Vyasaganar Municipality,
Vyasaganar

28th August 2023

ADVERTISE

EXPRESSION OF INTEREST (EOI)

For

Empanelment of Original Manufacturer/ Authorised Distributor / Authorised Supplier for Supply and Installation of Water Fountain in public area of Vyasaganar Municipality.

Vyasaganar Municipality is in the process of implementing a project for Installation of Water Fountain in public areas of Vyasaganar Municipality. The value of procurement to be made by Vyasaganar Municipality is likely to be Rs. 30 lakhs(approx)

EXPRESSION OF INTEREST (EOI)

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Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Water Fountain Equipment (including for specially abled) for Vyasaganar Municipality

Vyasaganar Municipality hereby invites reputed Original Equipment Manufacturer (OEM) / Authorised Distributor/ Authorised Supplier for Empanelment for Supply, Installation and Maintenance of Water Fountain 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 :Vyasaganar Municipality portal www.vyasaganarmunicipality@gmail.com and submit their EOI in a sealed envelope by Registered Post /Courier/Hand delivery on or before 08/09/2023 on or before 5:00 PM at Vyasaganar municipality, jajpur Road, Jajpur Odisha


Executive Officer
Vyasaganar Municipality

Memo No- 2829 /Dt.28.08.2023

Copy submitted to The Director, I&P.R. Department, Govt. of Odisha, Bhubaneswar for kind information and necessary request to publish at least in two daily Odia Newspaper with size (40 sq. cm) for One Day on or before dt.31.08.2023.


Executive Officer
Vyasaganar Municipality

Memo No- 2830 /Dt.28.08.2023

Copy submitted to the Collector & District Magistrate, Jajpur/ ADM, Kalinganagar, Jajpur Road/ Additional chief Engineer-cum-ILW, PH Circle Cuttack/Executive Engineer,(R&B) Division ,Panikoili/Tahasildar,Vyasaganar/ JE,PH. Dala,Jajpur Road /Executive Engineer, NESCO, Jajpur Road /IIC, Nodal Police station, Jajpur Road/SDPO, Jajpur Road/Sub-Registrar, Jajpur Road. KNDA, Jajpur Road/ MD, Ferrochrome plant, Jajpur Road/DFO, Jajpur Road/OFDC, Jajpur Road/DD Mines Jajpur Road/Sale Tax Office, Jajpur Road/ Joint labour Commissioner , Jajpur for information and necessary action. It is requested to display it in their office notice board for wide publication.


Executive Officer
Vyasaganar Municipality

Memo No- 2831 /Dt. 28.08.2023

Copy Submitted to the DIO,NIC, jajpur for information and they are requested to publish the Notice on Vyasaganar Municipality portal.


Executive Officer
Vyasaganar Municipality

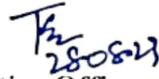
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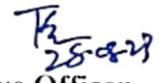
Memo No- 2832 /Dt. 28.08.2023

Copy to the Office Notice Board for Wide Publication /Advertisement Section for information and necessary action.


28.08.23
Executive Officer
Vyasaganar Municipality

Memo No- 2833 /Dt. 28.08.2023

Copy to the concerned case records for reference.


28.08.23
Executive Officer
Vyasaganar Municipality

1. Introduction

Executive officer Vyasaganar Municipality (**The Authority**) has been entrusted to implement the programme on Road site Water Fountain different strategic locations across the Vyasaganar Municipality Area.

Executive officer has decided to float EOI for empanelment of Original Equipment Manufacturer (OEM) / Authorised Distributor / Authorised Supplier (**The Agency**) for Water Fountain.

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 Water Fountain (excluding all civil works) as mentioned above at different locations in Vyasaganar municipality 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 ULB based on the requirements of the ULB and to submit offer for the quantity to be notified in the Notice Inviting Tender (NIT) to be invited by the Vyasaganar Municipality. The quantity mentioned in this document is indicative in nature the actual quantity may increase or decrease based on the requirements of Vyasaganar Municipality.

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 of Water Fountain (Excluding all civil works) to be installed in different places of Vyasaganar Municipality 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 Water Fountain and for ascertaining the detailed specification along with the indicative rate of the product 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 Vyasaganar Municipality.

2. Scope of Work

The Original Equipment Manufacturer (OEM) / Authorised Distributor/ Authorised Supplier will be responsible for Supply, Installation of Water Fountain (Excluding all civil works) 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 Vyasaganar Municipality.

Maintenance works includes:-

a. **All Periodic/ Scheduled Maintenance.**

Scheduled maintenance includes when required or as per maintenance schedule provided by the Manufacturer to be carried out by the Agency.

b. **All Breakdown Maintenance.**

Breakdown maintenance is to be performed by the agency.

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

All the Civil works will be carried out by the Vyasaganar Municipality, 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 Vyasaganar Municipality to carry out routine maintenance upon expiry of maintenance period by the Agency after 3 years. The list of water fountain equipment to be placed in by Vyasaganar Municipality based on requirement and shall be intimated through Notice Inviting Tender (NIT) of Vyasaganar Municipality are as follows:

Category

- A. Supplying, fitting & fixing of Dome Fountain.
- B. Supplying, fitting & fixing of String Fountain.
- C. Supplying, fitting & fixing of Ball Fountain.
- D. Supplying, fitting & fixing of Foam Fountain.

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 water Fountain. 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.

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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. Confirmation to Standard Terms and Conditions as per Appendix-4 of this document.
- ix. 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 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 **Water Fountain**.

The bidder must have completed the work of SUPPLY & INSTALLATION OF Water fountain of aggregate Value not less than Rs. 20 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.

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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. 30 lakh in any one year in the last three financial years 2019-2020,2020-2021,2021-2022.**

(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 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 Executive Officer
Vyasaganar Municipality
Jajpur Road , Jajpur, Odisha
Pin-755019**

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 Water Fountain in different locations of Vyasaganar Municipality**

- 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 11.09.2023 (03.30 PM)".

7. Documents to be submitted

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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 -2019-2020,2020-2021 and 2021-2022.
- 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.
- 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 vyasanagarmunicipality@gmail.com within 5 days from publication or latest on or before **05.09.2023** by 01.00 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

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The Expression of Interest (EOI) shall be submitted on or before 08.09.2023 till 5:00 PM to **The Executive Officer Vyasaganar Municipality, Jajpur Road , Jajpur** at postal address as mentioned below.

Address:

**The Executive officer
Vyasaganar Municipality
Jajpur Road, jajpur,
PIN: 755019**

The Submitted EOI Documents will be opened on 11.09.2023 at 3.30 PM at the Conference Hall of Vyasaganar Municipality.

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/marketing, 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 Vyasaganagar Municipality based on the requirement and as per scope of work relating to specific requirements and will offer financial Proposal.
- ix) **ix) The Service Agreement-**
A Service Agreements (SA) shall be entered into by and between the Executive Officer and the respective successful Agency(s) at the operative stage for maintenance.

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Sr. No.	Marking Parameter	Marks to be Assigned	Total Marks Allotted
1	Existence of Firm For Existence of 3 years	10	15
	For every additional year of existence 1 marks each subject to Max 15	5	
2	Annual Turnover Turnover of Rs 20 lakhs - 12 marks.	12	20
	For every additional turnover of Rs.5 lakhs, 2 marks each subject to Max 20	8	
3	Work Experience for Supply and Installation of completed projects, for **		35
	The bidder must have completed the work of supply & installation of Water Fountain Costing minimum Rs.10 lakhs (on cumulative basis) in any financial year, completed in last 5 years, 20 marks.	20	
ii	For every additional Rs.5 lakhs completed work of supply & installation of water Fountain over Rs. 50 lakhs (Cumulative in any Financial Year in last 5 years) For every additional Rs. 5 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 Water Fountain 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 Audio Visual of Water Fountain and showcasing best implemented project in Vyasaganar Municipality. (video of maximum 2 minutes)	5	10
	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.

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12. Earnest Money Deposit

- a. An Earnest Money Deposit (EMD) amount will be indicated in the Notice Inviting Tender by the Vyasaganar Municipality, in the form of a demand draft drawn in favour of the Executive Officer and payable at Vyasaganar must be submitted along with the Financial Proposal.
- b. 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.
- c. Financial Proposals not accompanied by EMD shall be rejected as non-responsive.
- d. The EMD submitted along with the Proposal will remain valid for the period as mentioned in Notice Inviting Tender, including any extensions thereof.
- e. No interest shall be payable by the Client for the sum deposited as EMD.
- f. 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

EXPRESSION OF INTEREST (EOI).

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Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of Water Fountain Equipment (including for specially abled) for Vyasaganar Municipality

Upon selection, the Agency shall furnish a performance security of 5% 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 **5% of the contract value**.

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

The Vyasaganar Municipality inviting NIT/ RFP from the empaneled agency shall indicate the detail scope of work and quantity of equipment's, including the timeline for implementation. The indicative Key Stages, Timeline and Payment Schedule shall be as mentioned in the following table.

Sl. No.	Key Stages	Fees Payable (% of Total Fees)	Delivery Schedule
1	After completion of civil work by Vyasaganar Municipality the required equipment will be installing and commissioning by the agency in all respect 80% payment shall be released from the total cost	80%	Maximum 1 months from Order
2	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.	10%	1 year after Completion date.
3	5% shall be released 2year after completion date no interest on the withheld amount shall be paid to the agency during the period.	5%	2 year after Completion date
4	Performance guarantee(in the form of Bank Guarantee) of 3% of the 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/obligation	5%	4 year after Completion date.

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16. Rights of Authority

1. The Authority shall accept the EOI which will be best suited in all aspects. The decision of the Executive officer Vyasaganar Municipality 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.
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 VN Municipality.

9. Inspection:

- (A) The Authority shall have the right to inspect and/or to test the goods.
- (B) No payment shall be made for rejected equipment's rejected items and responsibility of the supplier with any further notice.

Annexure 1: Details of Equipment Specifications

The minimum proposed Technical Specification for different water fountains equipment's are as follows:

Sl.no.	Item	Unit / No	Rate
1	<u>Supplying, fitting & fixing of Dome Fountain</u> <u>Specification of Water fountain:-</u> 1. Water Pattern: - 8' Dia G.I Ring with 48 no.s of Brass Swivel nozzle throwing water inwards creating a Dome Shape 2. Pool Size Required:-9' Dia 3. Water Effect :- 6' Height 4. Pump: - 01Hp Single phase submersible open-well pump.	1no.	

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	<p>5. Lightning:- 08 no's of full multi-colour 12 – watt LED light</p> <p>6. Panel Board: - Capable for pump set and lights up to 10mtrs. Distance with suitable panel board</p>		
	Add GST _____%		
	Total		
2	<p><u>Supplying, fitting & fixing of String Fountain</u> <u>Specification of Water Fountain:-</u></p> <p>1. Water Pattern: - water will flow from top of the love symbol creating a rain design.</p> <p>2. Width:-9'</p> <p>3. Height :-11'</p> <p>4. Pump: - 0.5Hp Single phase submersible open-well pump.</p> <p>5. Lightning:- 06 no's of multi-colour 12 – watt LED light</p> <p>6. Panel Board: - Cable for pump set and lights up to 10mtrs. Distance with suitable panel board</p>	1 no.	
	Add GST _____%		
	Total		
3	<p><u>Supplying, fitting & fixing of Ball Fountain</u> <u>Specification of Water Fountain:-</u></p> <p>1. Water Pattern: - 6' Dia Ball fountain wioth 108 no.s of brass swivel nozzle throwing water upward creating a ball shape.</p> <p>2. Pool Size required :-20' Dia (inside)</p> <p>3. Water effect :-8'</p> <p>4. Pump: - 10Hp Three phase submersible open-well pump.</p> <p>5. Lightning:- 06 no's of multi-colour 12 – watt LED light</p> <p>6. Panel Board: - Cable for pump set and lights upto 10mtrs. Distance with suitable panel board</p>	1no	
	Add GST _____%		

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		Total	
4	<p><u>Supplying, fitting & fixing of Foam Fountain</u> <u>Specification of Water Fountain:-</u></p> <ol style="list-style-type: none"> 1. Water Pattern: - 05 no/s of 1" foam nozzle throwing water upward in foam shape 2. Pool Size required :-6'(W) x 15' (L) 3. Water effect :-5' height 4. Pump: - 1.5Hp Single phase submersible open-well pump. 5. Lightning:- 05 no.s of multi-colour 12 – watt LED light 6. Panel Board: - Cable for pump set and lights upto 10mtrs. Distance with suitable panel board. 	1 No.s	
		Add GST _____%	
		Total	

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ANNEXURE—2

FORM FOR SUBMISSION OF PROPOSAL-----

From: [Name of Agency
Complete Address of Communication] Date
Place

To
The Executive Officer
Vyasaganar Municipality,
Vyasaganar, Jajpur Road
Pin- 755019

Subject : Empanelment of Manufacturer/ Supplier for Supply and Installation of Water Fountain Equipment in different public places in Vyasaganar Municipality.

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) 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 the date of acceptance.

We note and accept that Vyasaganar Municipality shall be inviting Notice /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:
Name of Firm: Address:

EXPRESSION OF INTEREST (EOI)

For

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of water fountain (including for specially abled) for Vyasnanagar Municipality

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 Water Fountain.	
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.	2019-20		
2.	2020-21		
3.	2021-22		

(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

Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of water fountain (including for specially abled) for Vyasagar Municipality

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 the Categories as under:

The Agency is required to submit the credential for completed work of supply & installation **Water Fountain** aggregate cost not less than the amount equal to Rs. 50 lakhs in any financial year in last three year.

Eligibility Criteria for Water Fountain Equipments.

SN	Name of Client and Address	Project details Supply & Water fountain 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.

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

2. Details of the bidding firm with minimum 3 years of experience/ existence in Supply and Installation of Water Fountain Equipment.

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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						

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

3. Details of the Agency under taken Project of supply and Installation of Water Fountain 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

1. 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.

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The Agency is required to make an Audio Visual Presentation of Water fountain equipment and showcasing best implemented project supplied and Installed by the Agency in ULBs through a short video of maximum 5 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

Appendix- 3

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

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Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of water fountain (including for specially abled) for Vyasagar Municipality

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 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 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,

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(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 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

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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 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

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Empanelment of Manufacturer/ Distributor / Supplier/ for Supply and Installation of water fountain (including for specially abled) for Vyasaganagar Municipality

- 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 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.

Appendix-4

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)