

Ref Number: CSML/SWM/RFP/003-2 Date: 28/03/2022

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**CHIEF EXECUTIVE OFFICER**

**COCHIN SMART MISSION LIMITED (CSML)**

4th Floor, JLN Stadium Metro Station, Kaloor, Kochi, Kerala - 682017, India.

E-MAIL: [info@csml.co.in](mailto:csmltenders@gmail.com)

**REQUEST FOR PROPOSALS**

**Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning**

**Cochin Smart Mission Limited**



**Cochin Smart Mission Limited (CSML)**

**NOTICE INVITING TENDER (NIT) –**

Cochin Smart Mission Limited,

**4th Floor,**

**JLN Stadium metro station,**

**Kaloor, Kochi - 682017,**

E-mail: [**procurement@csml.co.in**](mailto:csmltenders@gmail.com)

No. CSML/SWM/RFP/003-2 Date: 28/03/2022

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website [**www.csml.co.in**](http://www.csml.co.in/), [**www.kochimetro.org**](http://www.kochimetro.org/) and [**www.etenders.kerala.gov.in**](http://www.etenders.kerala.gov.in/) - under organization name – “Kochi Metro Rail Ltd.” for “**Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning ”**

The revised details are as under.

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Event’s Name** | **Information** |
| 1. | Organization | Cochin Smart Mission Limited (CSML) |
| 2. | Project | Smart City Projects under Smart City Mission |
| 3. | NIT No. | No. CSML/SWM/RFP/003-2 |
| 4. | Name of Work | **Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning”** |
| 5. | Project duration | 4 months (Supply, Installation & Commissioning) + O & M of 5 years from the date of Commercial Operation Date (COD) |
| 6. | Form of Contract and Class of Contract | Open Tender two cover bidding (E- Tender) National Competitive Bidding |
| 7. | Type of Quotation | Item rate - BOQ based contract |

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Event’s Name** | **Information** |
| 8. | Tender document Fee | Rs20,000 + GST @18% = Rs 23600/- (Rupees Twenty three thousand Six Hundred Only) through Online e-Tendering Payment Gateway **(**[***https://etenders.kerala.gov.in***](https://etenders.kerala.gov.in/)***) only*** |
| 9. | Earnest Money Deposit (EMD) | Earnest Money Deposit (EMD)/ Bid Security - Rs. 5 Lakh (Rupees Five Lakh Only) in the form of Bank guarantee issued by a scheduled commercial bank in India drawn in favor of Chief Executive Officer, CSML, payable at Kochi. Validity of Bid security shall be 60 days beyond the Validity of Bids.  MSME registered bidders are exempted from EMD, they shall submit the valid certificate of registration. |
| 10. | Bid Document Downloading Start Date | 28 March 2022 |
| 11. | Last date for sending pre-bid queries | 01 April 2022 till 17:00 hrs.  at [***https://etenders.kerala.gov.in***](https://etenders.kerala.gov.in) ***OR*** General Manager Email: [**info@csml.co.in**](mailto:csmltenders@gmail.com) |
| 12. | Date, Time & Place of Pre-bid Meeting | 04 April 2022 at 15:00 hrs. Venue: Kochi  Cochin Smart Mission Limited,  **4th Floor , JLN Stadium metro station, Kaloor, Kochi - 682017,**  **Kerala, India** |
| 13. | Last date for Online Purchase of Tender Document | 11 April 2022, till 17:30 hrs. |
| 14. | Last date of Online Submission of Bids | 11 April 2022, till 17:30 hrs. |
| 15. | Last date of submission of Original Bid security / EMD and original power of attorney, Letter of Technical Bid (Hard copy) | 13 April 2022, at 14:00 hrs. |
| 16. | Date & Time for Opening of Bids | 13 April 2022, at 15:00 hrs. |
| 17. | Bid Validity | 180 days from the date of opening of Technical bid |
| 18. | Officer Inviting Bids | Chief Executive Officer, CSML |
| 19. | Bid Clarification and Queries Addressed to | [***https://etenders.kerala.gov.in***](https://etenders.kerala.gov.in) ***OR*** General Manager Email: **[procurement@csml.co.in](mailto:procurement@csml.co.in)** |

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Chief Executive Officer **Cochin Smart Mission Limited**

**e-Tender Submission Guidelines**

1. The Bid should be submitted online at website [**http://etenders.kerala.gov.in**](http://etenders.kerala.gov.in/) by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. [**http://etenders.kerala.gov.in**](http://etenders.kerala.gov.in/) shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.
3. All communication shall be done online through website [**http://etenders.kerala.gov.in**](http://etenders.kerala.gov.in/)OR

[**procurement@csml.co.in**](mailto:info@csml.co.in)

1. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at [**http://etenders.kerala.gov.in**.](http://etenders.kerala.gov.in/)
2. M/s Cochin Smart Mission Limited (CSML) shall not be responsible for any delays whatsoever in receiving as well as submitting offers, including connectivity issues. M/s. Cochin Smart Mission Limited (CSML) shall not be responsible for any other delays in submitting any documents wherever applicable.
3. M/s. Cochin Smart Mission Limited (CSML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
4. **Two cover system**

If two bid system is insisted, Bidders are required to submit an offer in two covers, namely

“Power of Attorney / Prequalification / Technical “-- **Cover - I**

And

“Financial” ---**Cover –II**

1. Cover **–I (Fee / EMD / PQR / Technical)**
   1. Tender Fee - To be paid online at [**http://etenders.kerala.gov.in**](http://etenders.kerala.gov.in/) only
   2. . EMD – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in RFP. The scanned copy of Bank Guarantee (EMD) to be uploaded in the e-tender website www. etenders.kerala.gov.in. Original EMD to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 4th Floor , JLN Stadium metro station, Kaloor, Kochi - 682017, Kerala, India before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum. Power of Attorney (PoA) & Joint Venture Agreement – to be scanned and uploaded in the e-tender website. Original PoA and JVA to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 4th Floor , JLN Stadium metro station, Kaloor, Kochi - 682017, Kerala, India before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum. The scanned copy of online payments (Tender Fee/ EMD) to be uploaded in the E-tender website.
   3. Bidders are requested to upload scanned copy of the RFP duly signed and stamped in all pages along with supporting documents

indicated in RFP “online”.

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1. All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC, and Financial BidCover II (Price Bid)

Bidders are requested to quote rates in the Finance cover (BOQ) only.

Price bid to be uploaded only in e-tender website: [**http://etenders.kerala.gov.in**](http://etenders.kerala.gov.in/)

PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ

1. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading cannot be left blank.
2. Please note that queries related to enquiry specifications, terms & conditions etc., can be had from General Manager Email: procurement@csml.co.in before the clarification end date/time specified in the NIT.
3. Tender opening will be done online at the time and dates specified in NIT
4. The bidders are requested to go through the instruction to the bidders in the website [**http://etenders.kerala.gov.in.**](http://etenders.kerala.gov.in/) The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
5. M/s. Cochin Smart Mission Limited (CSML) reserves the right to accept or reject any or all offers without assigning any reason. Decision of M/s. Cochin Smart Mission Limited (CSML) in this regard shall be final and binding on the bidder..
6. M/s. Cochin Smart Mission Limited (CSML) reserves the right to cancel any tender process at any stage without assigning any reason.
7. Corrigendum / addendum, which form part of the tender document, shall be published in the company website and e-tender website **(http://etenders.kerala.gov.in)** only and bidders are advised to check the websites regularly for the updates related to the tender before submitting the offer.

# Disclaimer

1. The information contained in this Request for Proposal Document (“RFP Document”) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of Cochin Smart Mission Limited (“CSML”) is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is neither an agreement nor an offer and is only an invitation by CSML to the entities that are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.
3. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
4. This RFP Document may not be appropriate for all persons, and it is not possible for the CSML, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
5. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
6. The CSML, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
7. CSML may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
8. CSML reserves the right not to proceed with the work, to alter the time table reflected in this document or to change the process of procedures to be applied for selection of Service Provider.
9. No reimbursement of cost of any type whatsoever paid to persons, or entities, expressing interest in the work.

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**1. Instructions to Bidders / Applicants**

# Instruction to Bidders/ Applicants

## GENERAL INFORMATION AND GUIDELINES

#### PURPOSE

The Employer seeks the services of a reputed company, for **“for Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment”**. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in **Section 2.0** of this RFP document. AUTHORITY/Employer for this project is **Cochin Smart Mission Limited (CSML).**

Cochin Smart Mission Limited (CSML), is a Special Purpose Vehicle (SPV) set up to implement smart city projects under Smart City Mission (SCM).

The intending Bidders must read the terms and conditions carefully and should only submit his Bid if he considers himself eligible and he is in possession of all the documents required.

* + 1. Offers directly from the manufacturers of the required product are desirable. Where authorized dealers or agents of the manufacturers are quoting on behalf of their principal, they should submit a tender specific letter of authority from the Principals. Offers of brokers and middlemen will not be accepted. One agent or dealer cannot represent two manufacturers and cannot quote on their behalf in a particular tender case.
    2. The manufacturer/ Authorized dealer/Service Provider participating in the RFP hereafter will be called as

“applicant(s) / Bidder(s)”

* + 1. If Authorized dealer/ Service Provider is participating in tender, then he should furnish the tender specific authorization letter from manufacturers, to submit offer against this tender.
    2. Successful bidder need to start production only after the approval of drawing / technical specifications related to product by CSML
    3. CSML reserves right to visit manufacturing facility after the award of contract and decide accordingly.
    4. Technical literature with drawing and catalogue to be provided for all items, documentary evidence to be submitted with clear identification of items in BOQ.
    5. Applicants need to refer General Conditions of Contract (GCC) **Clause 3.1 Sl. No.1** for ‘definitions and abbreviations’.
    6. The applicant is required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder’s own risk & responsibility.
    7. Applicants / Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at [**http://etenders.kerala.gov.in.**](http://etenders.kerala.gov.in/) Applicants need to register and download application from the website.
    8. Corrigendum / addendum, if any, issued to the RFP / bid document, which form part of the tender document, shall be published in the CSML website and e-tender website **(http://etenders.kerala.gov.in)** and bidders are advised to check the websites regularly for the updates related to the tender before submitting the offer. The Employer assumes no responsibility whatsoever in case of delay in bid submission by the bidders.
    9. Bid and all other related documents are to be submitted in English. Supporting documents should be translated in English and submitted online.
    10. All costs for site visits, obtaining information/ data and preparation/ meetings, etc. in relation with Bid submission shall be borne by the applicants.
    11. All requisite documents as detailed in RFP are to be submitted by the bidder(s)/ applicant(s).

Incompleteness of the document ts as required may lead to the rejection of applicants bid.

* + 1. CSML reserves the right to verify all the credentials and inspect their executed works/ assignments etc. to satisfy themselves about their performance and capability to execute the assignment satisfactorily, if found any failure on submitted details, CSML holds the right to invoke performance security or Bid security wherever applicable.
    2. CSML reserves the right to not to choose any applicant, relinquish the Bid process or reissue Bid with or without modification as it chooses. CSML is not bound to furnish any explanation as to its decision to any of the participants.
    3. Bid is to be submitted online in Two cover system consisting of Technical Proposal and Financial proposal as detailed in RFP

#### CONSORTIUM

The Bidder for participation in the Selection Process, may be a single entity. No group of entities Joint Venture/Consortium, coming together to execute the project is allowed to participate.

#### SUB-CONTRACTING

Sub-Contracting will be allowed with prior approval of CSML. In case subcontracting is resorted, full details of the subcontractor shall be submitted along with the tender.

#### COMPLETENESS OF BID

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

#### PROPOSAL PREPARATION COSTS

The bidder shall submit the bid at its own cost and expense. The Employer shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over the Employer and THE EMPLOYER shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of THE EMPLOYER and no copyright etc. shall be entertained by THE EMPLOYER .

#### PRE-BID MEETING AND QUERIES

1. THE EMPLOYER will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
2. All Bidders shall e-mail their queries to **procurement@csml.co.in** in the form and manner as prescribed in [**Annexure 5**](#_bookmark59)**.** The response to the queries will be published on e-Tendering Portal i.e. [**www.etenders.kerala.gov.in**](file://localhost/C:/Users/DELL/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/69LDMH8F/www.etenders.kerala.gov.in) No queries will be entertained thereafter. This response of THE EMPLOYER shall become integral part of RFP document. The Employer shall not make any warranty as to the accuracy and completeness of responses.
3. THE EMPLOYER shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, THE EMPLOYER reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring THE EMPLOYER to respond to any question or to provide any clarification.
4. THE EMPLOYER may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by THE EMPLOYER shall be

deemed to be part of the Bidding Documents. Verbal clarifications and information given by THE EMPLOYER or its employees or representatives shall not in any way or manner be binding on THE EMPLOYER .

**AMENDMENT OF RFP DOCUMENT**

All the Corrigendum / Addendum made in the document would be published on the e-Tendering Portal i.e.

[**www.etenders.kerala.gov.in**](file://localhost/C:/Users/DELL/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/69LDMH8F/www.etenders.kerala.gov.in) and shall be part of RFP.

The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. THE EMPLOYER also reserves the right to amend the dates mentioned in this RFP.

#### SUPPLEMENTARY INFORMATION TO THE RFP

If THE EMPLOYER deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

**EMPLOYER’S RIGHT TO TERMINATE THE PROCESS**

THE EMPLOYER may terminate the RFP process at any time and without assigning any reason. THE EMPLOYER reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

#### SITE VISIT AND VERIFICATION OF INFORMATION

1. The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering the Contract. The costs of visiting the site or sites shall be at the Bidder’s own expense.
2. THE EMPLOYER will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives THE EMPLOYER adequate notice of not less than 5 (Five) days prior to such proposed visit.
3. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## KEY REQUIREMENTS OF THE BID

* + 1. **RFP DOCUMENT/TENDER FEE**

RFP can be downloaded free of cost from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in/). RFP Document Fee/ Tender fee of **Rs. 20,000 + GST @18% = Rs 23,600/- (Rupees Twenty-Three Thousand Six Hundred Only)** shall be paid through online e-Tendering Payment Gateway only (***https://etenders.kerala.gov.in****)* for submission of bid. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

* + 1. **EARNEST MONEY DEPOSIT (EMD)**

1. In terms of this RFP, a Bidder is required to submit EMD of Rs. 5 Lakh (Rupees Five Lakh Only) in the form of Bank guarantee issued by a scheduled commercial bank in India drawn in favour of Chief Executive Officer, CSML, payable at Kochi. Validity of Bid security shall be 60 days beyond the Validity of Bids. MSME registered bidders are exempted from EMD. They shall submit the valid certificate of registration.
2. The Unsuccessful Bidder’s EMD will be returned after signing of contract withthe Successful bidder. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 5% of Total Contract Value in the format provided in Annexure 8 of the RFP.
3. Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security /PBG. No interest will be paid by THE EMPLOYER on the EMD amount and EMD will be refunded to all Bidders (including the successful bidders) without any accrued interest on it
4. The Bid submitted without EMD, mentioned above, will be summarily rejected
5. The EMD may be forfeited:
6. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
7. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
8. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
9. If, during the bid process, any information is found false / fraudulent / mala-fide, and then THE EMPLOYER shall reject the bid and, if necessary, initiate action as per applicable provisions.
10. If the bidder does not agree to correct arithmetic error.
11. The decision of THE EMPLOYER regarding forfeiture of the EMD shall be final and binding upon bidders.

###### With respect to guarantees issued in favour of CSML, Applicant/contractors/Bidder has to submit the copy of SFMS (Structured Financial Messaging System) advice /SWIFT (Society for Worldwide Interbank Financial Telecommunications) advice along with the original paper guarantees.

1. **SFMS/SWIFT advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/SWIFTadvice at our Bank.**

|  |  |
| --- | --- |
| Bank | Axis Bank Limited |
| Account name | COCHIN SMART MISSION LIMITED |
| Account Number | 918020079716734 |
| IFSC Code | UTIB0000081 |
| Branch | Kochi Branch |
| Swift Code | AXISINBB081 |

## BID SUBMISSION INSTRUCTIONS

#### BID SUBMISSION FORMAT

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

#### BID SUBMISSION INSTRUCTIONS

* + - 1. The complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance with the instructions given in the Table below:

|  |  |
| --- | --- |
| **Particulars** | **Instructions** |
| **Technical Proposal** | The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in [**Annexure 1**](#_bookmark43) and [**Annexure** 2](#_bookmark51) of the RFP. Technical Proposal shall also include following: -  Scanned copy of EMD and Power of Attorney  The Pre-Qualification Proposal along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in [**Annexure 1**](#_bookmark43) of the RFP.  The Technical Proposal establishing fulfillment of Pre-Qualification eligibility l along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in **Annexures** of the RFP  Technical Proposal including Pre-Qualification Proposal should be submitted through online bid submission process via website [***www.etenders.kerala.gov.in.***](http://www.etenders.kerala.gov.in/)  Original Bid security / EMD and original power of attorney, Joint venture agreement (in case of JV), Letter of Technical Bid to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 4th Floor , JLN Stadium metro station, Kaloor, Kochi - 682017, Kerala, India before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum. |
| **Financial Proposal** | The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the BOQ prescribed in [**Annexure 3**](#_bookmark56) of the RFP.  Financial Proposal should be submitted through online bid submission process only via website [***www.etenders.kerala.gov.in***.](http://www.etenders.kerala.gov.in/) Submission of Financial Proposal in hard copy will result in rejection of bid |

*Note: 1. The Employer shall consider the bids for evaluation purposes based on submission made by bidders through online e-tendering portal and other submissions including physical in terms of the RFP provisions.*

*Note: 2. If the financial bid is attached with hard copy or online technical bid, such bids will be rejected without further verification.*

* + - 1. The following points shall be kept in mind for submission of bids.
         1. THE EMPLOYER shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
         2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
         3. THE EMPLOYER may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal shall not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

d) Technical Proposal shall not contain any financial information.

e) If any Bidder does not qualify the pre-qualification criteria stated in [**Section 1.3.13**](#_bookmark25) of this RFP, the financial proposal of the Bidder shall be unopened in the e-Tendering system.

f) It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which THE EMPLOYER reserves the right to reject the proposal.

#### LATE BID AND BID VALIDITY PERIOD

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of technical bid. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of technical bid.

#### MODIFICATION AND WITHDRAWAL OF BIDS

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

#### NON-CONFORMING BIDS

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP
2. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of THE EMPLOYER .

#### LANGUAGE OF BIDS

The Bids shall be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and summited with the bid, and English translation shall be validated at THE EMPLOYER ’s discretion.

#### AUTHENTICATION OF BID

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
2. The Bidder should submit a Power of Attorney as per the format set forth in [**Annexure 6**](#_bookmark60), authorizing the signatory of the Bid to commit the Bidder.
3. The person or persons so authorized for signing the Bid shall initial all pages of the Bid including supporting documents and printed literature. The Bid shall contain no interlineations, erasures or

overwriting except as necessary to correct errors made by the Bidder. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting. Each page of the offer should be numbered. Documents to be scanned and uploaded to the portal.

#### ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

#### EVALUATION PROCESS

1. Employer will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
2. The BEC constituted by THE EMPLOYER shall evaluate the responses to the RFP (Technical proposal, and financial proposal) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.

1. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may

visit Bidder’s client site to validate the credentials/ citations claimed by the bidder.

1. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
2. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.
3. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

#### BID OPENING

1. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened online in the presence of Bidder’s representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. THE EMPLOYER reserves the right at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in 2 (Two) Stages.

Stage 1 - RFP Document fee / Tender fee & Bid Security/EMD, Technical Proposal including Pre- Qualification

Stage 2 - Financial Proposal

1. The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
2. Bid of those bidders who have not submitted “Bid Security(EMD)” and “Fee of Bid Document submission

‟ shall not be opened.

1. Bids of those Bidders who have not submitted valid “Bid Security‟ and valid “Cost of Bid Documents‟

shall be considered as non-responsive and liable to be rejected summarily.

1. Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the RFP / Tender document shall be summarily rejected.
2. The Financial Proposals of only those bidders will be opened who meets all qualification criterion and bidder who has quoted lowest bid price post correction of arithmetic error will be considered as L-1 bidder.
3. Prior to the detailed evaluation of bids, Employer will determine whether each Bid (a) meets the Pre-qualification eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.
4. A substantially responsive bid shall be, one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer’s rights or the Bidder’s obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive
5. The Financial Proposals of only those bidders will be opened who meets the Pre-qualification Eligibility and Technically Qualified.
6. The Bidder’s representatives, who are authorized from the bidder shall only be allowed to present in the bid opening process. They shall sign a register evidencing their attendance and may be required to submit authority proof, in case asked for same. In the event of the specified date of Bid opening being declared a holiday for THE EMPLOYER , the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, THE EMPLOYER will continue process and open the bids of the all bidders
7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. THE EMPLOYER has the right to reject the bid after due diligence is done.

#### EVALUATION OF TECHNICAL PROPOSAL

Prior to evaluation of Bid, the CSML will determine whether each Proposal is responsive to the requirements of the RFP. The CSML may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

1. It is received by the Proposal Due Date including any extension thereof
2. It is accompanied by the “Bid Security” as specified and “Fee of Bid submission”
3. Applicants has submitted all Documents in specified format as mentioned in the RFP
4. It is not non-responsive in terms hereof.

The evaluation of the Technical Proposals will be carried out in the following manner:

###### Evaluation of Pre-Qualification Proposals

1. The Employer shall open the tender submitted online and check for payment of Document Fee and Earnest Money Deposit (EMD) and then the Technical Proposal including Pre-Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. ***Each of the Pre- Qualification condition mentioned in*** [***Section 1.3.13***](#_bookmark25) ***of the RFP is MANDATORY***. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. The Technical Proposal including Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [**Annexure 1**](#_bookmark43) and [**Annexure** 2](#_bookmark51)
3. .Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [***Section 1.3.13***](#_bookmark25) of the RFP

**Further Evaluation of Technical Proposal**

1. The Employer will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at THE EMPLOYER ’s discretion.
2. The bidders fulfilling the pre-qualification eligibility criteria listed under [***Section 1.3.13***](#_bookmark25) and having submitted technically responsive bids will be further required to showcase proposed products to The Employer . The Goods proposed to be supplied by the Contractor shall confirm to the technical specifications of the Tender Document. For shortlisting the Technically qualified bidder, Bidders technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the [**Annexure** 2](#_bookmark51) and technical evaluation criteria as mentioned in [***Section***](#_bookmark26)

[***1.3.14***](#_bookmark26) of the RFP.

1. Bidders shall submit the technical data of proposed products conforming to the specifications required in the RFP.
2. Each Technical Proposal shall be evaluated for the technical qualification criteria mentioned in **Section 1.3.13 & 1.3.14** those who are satisfying the criteria shall only be considered for opening the financial proposal.
3. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and copy of work order Completion Certificate, client contact information for verification, and all other components) as required for technical evaluation along with the Technical proposal.
4. At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
5. The Employer reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
6. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e- Tendering system.
7. THE EMPLOYER reserves the right to accept or reject any or all bids without giving any reasons thereof.
8. THE EMPLOYER shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

#### FINANCIAL PROPOSAL EVALUATION

1. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
2. Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at THE EMPLOYER ’s discretion.
3. Financial Proposals that are not meeting the condition mentioned in [**Annexure 3**](#_bookmark56) shall be liable for rejection.
4. Technically qualified bidder who has quoted lowest price, after arithmetic correction will be declared as L1 bidder.
   1. If there is a discrepancy between the unit price and the total amount for the corresponding item that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line item total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
   2. If there is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail, and the total shall be corrected and
   3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to (i) and (ii) above.
   4. Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security
   5. Tenderers should quote for all-inclusive rate including transportation, loading and unloading, taxes, delivery charges etc

#### PRE-QUALIFICATION ELIGIBILITY CRITERIA

The proposal failing to meet all the below pre-qualification eligibility criteria shall be disqualified and will not be considered for the financial evaluation process.

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| **Sl. No** | **Basic Requirement** | **Specific Requirements** | **Documents Required** |
| PQ1 | Legal Entity | “The Sole Bidder (Manufacturer/ Authorized dealer/Service Provider) should be a Proprietorship firm or a Partnership firm or a Limited Liability Partnership firm or a Society registered under the Societies Registration Act, 1955 or a Company registered under Companies Act 1956/ 2013 and should have been in operation for at least 3 years as on the date of submission of the  bid.” | Copy of Certificate of Incorporation /  Registration under Companies Act, 1956/2013 |
| PQ2 | Annual Turnover | “The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have average annual Turnover of Rs 2,02,00,000/-  for last 3 audited financial years (2018-19, 2019-20 & 2020-21) ending March 2021  **If an authorized dealer is participating in the tender on behalf of manufacturer, Dealer may furnish turnover of manufacturer, provided the manufacturer should issue a letter of guarantee to CSML in the name of dealer.** | Certificate from the Statutory Auditor / Chartered Accountant or Company Secretary. The said certificate also need to be counter signed by authorized signatory of the bidder  Year-wise details of turnover, balance sheet, financial statement, |

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| --- | --- | --- | --- |
| **Sl. No** | **Basic Requirement** | **Specific Requirements** | **Documents Required** |
|  |  |  |  |
| PQ3 | Experience | (a) The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have **successfully supplied, installed and commissioned, Vehicle mounted Jetting cum Suction Equipment of worth-** | Copy of Work Order / Purchase order  Copy of agreement and client acceptance letter  Copy of Goods Receipt endorsed by client  Copy of completion certificate  f the bidder has on going works which has completed 3 years, satisfying the criteria mentioned in the RFP, such works shall also be considered for technical evaluation. The bidder shall submit a letter from the client/Employer as a proof for their satisfactory service delivery for the completed period. |
| **INR** 96,80,000/-  **in single order**  **Or** |
| **in two orders each worth minimum of INR**  60,50,000/-  **Or** |
| **in three orders each worth minimum INR**  48,40,000/-  **to any PSU / Government Institution / Urban Local Bodies / government offices in last 7 (Seven) years starting from 01 April 2015 to 31st March 2021** |

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| **Sl. No** | **Basic Requirement** | **Specific Requirements** | **Documents Required** |
|  |  | 1. Also, the Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have **at least one year experience of operation and maintenance (in each work order) of Vehicle mounted Jetting cum suction equipment/ other Heavy machineries like backhoe loaders and mass excavators other environment**(b) Also, the Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have **at least one year experience of operation and maintenance (in each work order) of Vehicle mounted Jetting cum suction equipment of worth minimum**   **INR 81,46,000/- in single order in a year**  **Or**  **two orders each worth minimum of INR 50,91,000/- In one year**  **Or**  **three orders each worth minimum of INR 40,72,000/- Cr in one year**  Notes:-   * + Only such works / assignments shall be considered where physical completion of entire work/ assignment is completed. if the bidder has on going works which has completed 3 years, satisfying the criteria mentioned in the RFP, such works shall also be considered for technical evaluation. The bidder shall submit a letter from the client/Employer as a proof for their satisfactory service delivery for the completed period.   + Works / assignments carried out by another contractor on behalf of the Bidder on back to back basis will not be considered for satisfaction of Qualification criteria   + If an agent submits bids on behalf of more than one Manufacturer, all such bids will be rejected as non- responsive. |  |

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| **Sl. No** | **Basic Requirement** | **Specific Requirements** | **Documents Required** |
|  |  | * Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive. |  |
| PQ4 | Blacklisting | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should not have been blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. | Undertaking by the authorized signatory as per the format given as [**Annexure 4**](#_bookmark58) |
| PQ5 | Certifications | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have a valid ISO 9001:2015 or similar quality certification for product manufacturing consistency.  The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have ISO 14001 certification for manufacturing under environmental friendly conditions, substantial evidence to be submitted as proof. **If an authorized dealer is participating in the tender on behalf of manufacturer, Dealer may furnish turnover of manufacturer, provided the manufacturer should issue a letter of** | Valid Copy(ies) of certificates |

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| **Sl. No** | **Basic Requirement** | **Specific Requirements** | **Documents Required** |
|  |  | **guarantee to CSML in the name of dealer.** |  |
| PQ6 | Certifications | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have a GSTIN Registration Certificate and also a copy of PAN Card and GSTIN Registration.: | Valid Copy (ies) of. PAN Card and GSTIN Registration certificates |
| PQ7 | Undertaking | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should accept the Delivery Period mentioned in the tender | Undertaking to be provided as per the format given as [**Annexure 1.7**](#_bookmark50) |
| PQ8 | Undertaking | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should Furnish Undertaking declaring that, *“shall abide by all the conditions set forth and also undertake to take back the rejected defective Goods at our risk & cost replaces the same within the stipulated time”.* | Undertaking to be provided as per the format given as [**Annexure 1.6**](#_bookmark50) |
| PQ9 | Manufacturers authorization | In case of authorized dealer, furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender. | Undertaking by the manufacturer to be provided. |

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| **Sl. No** | **Basic Requirement** | **Specific Requirements** | **Documents Required** |
| PQ10 | Service facility | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have Service facility for the Equipments to be supplied under this RFP | Substantial evidence along with undertaking to be provided |
|  | Note:  Where authorized dealers are quoting on behalf of the manufacturers, they shall invariably: Indicate the manufacturers name in their financial bid.  Furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender. | | |

**Note: THE EMPLOYER reserves right to visit bidder’s customer where such a similar project execution has taken place.**

**The bidders need to submit appropriate supporting evidence to satisfy the criteria**

#### TECHNICAL EVALUATION CRITERIA (SUPPORTING DOCUMENTS TO BE ATTACHED)

The bidders fulfilling the pre-qualification eligibility criteria listed under [***Section 1.3.13***](#_bookmark25) and having submitted technically responsive bids will be further required to showcase proposed products to The Employer . The Goods proposed to be supplied by the Contractor shall confirm to the technical specifications of the Tender Document. For shortlisting the Technically qualified bidder, Bidders technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the [**Annexure** 2](#_bookmark51)

**Also supporting documents for the criteria required in Cl.1.3.15 shall be furnished as proof for technical evaluation*.***

#### ELIGIBLE GOODS AND SERVICES

1. The Bidder shall quote only one specific make and model from only one OEM (Original Equipment Manufacturer), for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
2. The OEM for each product or technology quoted should be in the business of that product or solution or technology for **at least 5 (Five) years** as on the date of release of the RFP.
3. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
4. The OEM should give a declaration that all products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as per [**Annexure 2.4**](#_bookmark55) in the RFP
5. The bidder’s proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.

**Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.**

## AWARD OF CONTRACT

#### AWARD CRITERIA

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder.

The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable. The bidder who meets all qualification criterion will be technically qualified and financial Bid of Technically qualified bidder will be opened and bidder who has quoted lowest bid price post correction of arithmetic error will be considered as L-1 bidder.

* + 1. **LETTER OF ACCEPTANCE (LOA)**

Prior to the expiration of the period of bid validity, THE EMPLOYER will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the

formation of the contract. Upon the successful bidder’s furnishing of Performance Bank Guarantee, THE EMPLOYER will promptly notify each unsuccessful bidder.

#### SIGNING OF CONTRACT

THE EMPLOYER shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with THE EMPLOYER within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by THE EMPLOYER .

#### FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP / CONTRACT

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event THE EMPLOYER may invite the next best bidder for negotiations or may call for fresh RFP.

#### CSML’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

THE EMPLOYER reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for THE EMPLOYER ’s action.

**Non-Exclusive:** CSML reserves the right to avail the similar services from other Service Providers/ others during the Contract period.

#### PERFORMANCE BANK GUARANTEE (PBG)

* + - 1. Within Twenty-One (21) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an

amount equivalent to 5% of contract value to the Employer.

* + - 1. The Performance Bank Guarantee (PBG) shall be from a Scheduled Commercial Bank in the format prescribed in [**Annexure 8**](#_bookmark62)**,**

payable on demand, for the due performance and fulfilment of the contract by the bidder.

* + - 1. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
      2. The PBG shall be valid up to the completion of the period of Commercial Operation Date (COD) + 63 months for the project (ie. 90 days beyond completion of O & M period)
      3. The successful bidder shall furnish a Performance Bank Guarantee (PBG) duly mortgaged in favour of CSML, valid up to the completion of the period of ‘Go- Live’ + 63 months for the project from a Scheduled Commercial Bank, payable at a designated bank branch located in Kochi within 15 days from the receipt of LOA/ purchase order of the tender for an amount equivalent to 5% of the value of the Contract indicated in LOA. In case partial forfeiture, the contractor shall have to restore the Performance Bank Guarantee (PBG) to its full value for applicable period as required under the contract or extension thereof within the time limit as specified by the Employer .
      4. In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
      5. In the event of the Bidder being unable to service the contract for whatever reason THE EMPLOYER would invoke the Performance Bank Guarantee (PBG). Notwithstanding and without prejudice to any rights whatsoever of THE EMPLOYER under the contract in the matter, the proceeds of the PBG shall be payable to THE EMPLOYER as compensation for any loss resulting from the bidder’s failure to complete its obligations under the Contract. THE EMPLOYER shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
      6. THE EMPLOYER shall also be entitled to make recoveries from the bidder’s bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
      7. On satisfactory performance and completion of the order in all respects and duly certified to this effect by THE EMPLOYER , Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

## RIGHT TO VARY QUANTITY

1. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
2. If the Employer does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
3. Repeat orders for extra items or additional quantities may be placed during the period of Contract, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## WARRANTY & MAINTENANCE

1. During the manufacturer’s warranty period (1 year), the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder shall further warrant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
2. Successful Bidder shall also provide complete maintenance & service support for all supplied products and connected components as outlined in this RFP for **a period of 60 months from the Commercial Operation Date (COD).**
3. The designated representatives of the O&M contractor shall promptly notify manufacturer in writing of any claims arising under this warranty. Upon receipt of such notice, the manufacturer shall, within the warranty period and with all reasonable time, replace the defective products, without costs to THE EMPLOYER and within time specified and acceptable to THE EMPLOYER .
4. If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in the contract, THE EMPLOYER may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder’s risk and expense and without prejudice to any other rights, which THE EMPLOYER may have against the bidder under the contract.
5. During the warranty period, the Selected Bidder shall provide free of cost, all replacements and parts thereof including bringing equipment’s in operating condition as per requirements of the RFP, within one (1) week of such defects/repairs/other such replacement or repairs needed as required by the Employer without any additional cost to the Employer or increasing the contract value.

The Successful Bidder hereby warrants THE EMPLOYER that:

1. The supplied products / equipment / goods meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
2. The proposed products / equipment / goods shall achieve parameters delineated in the technical specification/requirement.
3. The Successful bidder shall be responsible for warranty & maintenance services from licensers of products for the entire period of Operation & Maintenance.
4. The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the products / equipment / goods during the warranty and Operation & Maintenance period.

## CORRUPT PRACTICES

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to

observe the highest standard of ethics during the procurement and execution of the Contracts.

In pursuance of this policy, following definitions are relevant:

* + 1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and
    2. “Fraudulent Practice” means misrepresentation of facts in order to influence a procurement process or the execution of the Contracts to the detriment of CSML, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non - competitive levels and to deprive CSML of the benefits of free and open competition.

If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, CSML reserves the right:

* + - 1. Not to award Contracts to such Bidder,
      2. To cancel the Contracts, if already awarded. In case of cancellation, CSML shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. CSML shall also have the right to forfeit the Bid Security/ Performance Security of such Bidder, and
      3. To ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

## LOCAL CONDITIONS:

It will be imperative on each tenderer to fully acquaint him of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the equipment. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of machines, shall be entertained after the Purchaser accepts the offer.

**2. Scope of Work and Terms of**

**Reference**

# Scope of Work and Terms of Reference.

## TERMS OF REFERENCE

CSML intends to set up capable systems of creating vacuum for sucking out dense waste/sludge like mud, slurry, grit etc. from sewer lines, storm water drains, gullies etc. with high pressure jetting system in the unit to dislodge/clear the obstructions/blockades from the application point in the ABD (Area Based Development) wards

The Area Based Development in the Cochin Corporation covers 8 wards (5 wards in West Kochi and 3 wards in Ernakulam mainland) and has a total road length of 50.26 Km.

Table: Summary of Drain Length in ABD Wards

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Road Description** | **Length of Road (km)** | **Length of Drain (km)** |
| **ERNAKULAM (wards 62,66 & 67)** | | | |
| 1 | Smart Roads | 4.91 | 9.82 |
| 2 | Other Roads | 13.81 | 13.81 |
| **WEST KOCHI (wards 1 to 5)** | | | |
| 3 | Smart Roads | 3.24 | 6.48 |
| 4 | Other Roads | 28.3 | 28.3 |
| **Total** | | **50.26** | **58.41** |

Two number of vehicle mounted jetting cum suction equipment proposed to be used. The vehicle mounted jetting cum suction unit should be capable of creating vacuum for sucking out dense waste/sludge like mud, slurry, grit etc. from sewer lines, storm water drains, gullies etc. The high-pressure jetting system in the unit should use to dislodge/clear the obstructions/blockades from the application point. The vehicle mounted combined unit shall have suction lift of at least 8.0 meter. It should suck out wet materials from the sewer and similar end application areas. The equipment should be mounted on 18 tonne Chassis. Frequency of cleaning of drains once in 15 days. One (1) Driver and two (2) Helpers are proposed to be provided along with the machines with necessary tools and equipment. All dense waste/sludge like mud, slurry, grit etc. collected from sewer lines, storm water drains, gullies etc should be disposed at Bhramapuram sanitary landfill dump site or any other site as required and instructed by CSML within 25km from the workplace at contractor’s own cost. However, door to door collection, transport and disposal of garbage is not in the scope of this tender.

## SCOPE OF WORK

1. The Agency shall supply the above-mentioned equipment / system within the stipulated time frame as mentioned in the Project Implementation Schedule and undertake its Operation and Maintenance for a period of 5 years from T+4 month (Go-live)
2. The Contract Period shall be as per Projects Implementation Schedule and Deliverables. T+4months for supply installation, commissioning and 5 years O & M period from (T+4 months), where T is the Contract Signing Date, as defined in the Projects Implementation & Delivery Schedule .
3. Specifications of Vehicle mounted Jetting cum Suction Equipment to be installed shall have to be approved from CSML before the supply and installation.
4. Any debris at the machine operating location, should be cleared by the Agency so that no spillage is left. Disinfectant should be used after the cleaning process at that location.
5. The Agency shall provide manpower & mechanical support for safe and secured disposal of debris in order to ensure smooth functioning of the system and maintain highest level of standards are maintained during its O&M.
6. The Technology suggested/offered shall follow all applicable standards as per prevailing regulations of pollution control and solid waste management Rules 2016 to ensure that no public complaints are recorded during its operations.
7. The Agency shall be required to arrange civil infrastructure for operation of the Equipment
8. The nominated supervisor will be always present at the site for inspection or/and monitoring. Contractor shall establish proper systems for attendance monitoring, vehicle cleaning and maintenance monitoring, daily/weekly/monthly/yearly maintenance schedule of the vehicle, vehicle log book, complaint register, issue register of consumables, spares and safety accessories, etc.
9. For O&M related works, the contractor shall submit the monthly invoices to the designated official of Kochi Municipal Corporation for certifying and submit to CSML for payment, which shall include details of trip sheet, weighbridge slips, road tax receipts if any and the name of the designated staff. From second month onwards, copy of staff salary disposal/bank statement also shall be submitted along with the invoice. Price Adjustment is not applicable in this contract.
10. The monthly invoice shall be certified by designated official of Kochi Municipal Corporation and get approved by a designated staff from CSML or any other competent authority nominated by the employer. System generated documents are preferred.
11. The work shall have to be executed in accordance with the agreement and shall have to meet high standards of workmanship, safety and security. The Agency shall be responsible for ensuring the safety and security at the operational premises and of the equipment.
12. The Agency shall be responsible for all the expenses (water, electricity, other consumables and any other expense) during the Contract Period or extension thereof. The manufacturing defects and any maintenance issues during the contract period shall be attended by the contractor at his own cost as per service level guarantees.
13. Frequency of cleaning of each drain shall be done at least once in 15 days. Any emergency due to blockage shall be promptly addressed by the Agency, without any delay or damage. Any complaint received through Grievance Management System of Kochi Municipal Corporation should be addressed within in 24 hours. The Agency shall ensure smooth functioning of the drainage network. One (1) Driver and two (2) helpers are proposed to be provided along with the machines with a wheelbarrow each.
14. Tools and tackles as well as the hygiene & safety equipments, and software systems for documentation and invoicing for operation and maintenance shall be provided by the contractor. Minimum human interference shall be ensured during the operation All maintenance activities- checking of oil, lubricating, greasing, preventing leakage, cleaning the equipment every day whenever required shall be done with routine maintenance, jobs and any breakdowns shall be repaired expeditiously. Fitness test maintenance must be done to each truck once in two years.
15. The contractors are expected to employ reserve operators in performance of contract consequent to labor regulations/statute on working of personnel on National Holidays etc., and also on any day when operator(s) is/are absent from duty.
16. The operating personnel shall have thorough knowledge of safety precautions throughout the operation period and during emergency cases and apply these precautions as per the best industry practices.
17. The Contractor shall provide a Notice Board on which the precautions to be taken by operation and maintenance staff have to be exhibited. Suitable traffic control and safety measures at the premises are to be ensured while cleaning the drains.
18. A schedule of operation and daily record of each cleaning operation as well as the personnel involved shall be maintained for any further inspection.
19. Daily charts of the personnel are to be displayed in the premises. Supervisor can inspect the attendance on the basis of daily charts.
20. The Operation and maintenance contract covered by this agreement shall be for 60 months (5 years) from (T+6 months)
21. The Operation and Maintenance contract is extendable for further period as per site requirement with mutual consent between contractor and Kochi Municipal Corporation.
22. The Agency shall conduct capacity building 5 days workshop(s) yearly for the 5 nominated personals of the Kochi Corporation regarding operation and Maintenance of the system.
23. Dedicated phone no. for attending public complaints shall be provided by the Agency. The phone no. should be available during working hours.
24. The agency shall be responsible for PF, ESI and applicable insurances of its employees/workers and meeting all labor laws requirements as applicable in India and state of Kerala.

## SERVICE LEVEL REQUIREMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Default** | **Monitoring Mechanism** | **Penalty/Deduction** | **Tolerance** | **Rectification** |
| In case of failure of supply of **Vehicle Mounted Jetting cum Suction Equipment**  As defined under Project Implementation Schedule in RFP | As per Physical verification | Rs. 10,000/- per day for the period of delay. | No Tolerance | Within 15 days from defined  Timeline under project implementation schedule |
| DURING OPERATION & MAINTENANCE PERIOD | | | | |
| Cleaning of 10 m radius area within the periphery of Vehicle Mounted Jetting cum Suction Equipment Locations. Clearing of any complaint related to drain blockage within the ABD area defined under the scope of work | Physical Verification/Reporting from Site | Rs. 500/- per instance. | No Tolerance | Within 24 hours |
| Assets are not maintained | Spot inspection by C SML | Rs.1, 500/- per fault. | No Tolerance | Within 15 days |
| Presence of operator & Helpers at Compactor Station Location | Spot inspection by CSML | Rs. 1,500 per day per compactor location. | No Tolerance | Within 24 hours |

In case the amount of penalty levied during project implementation period including O&M period, is more than 20% of the total O&M charges, the Employer reserves its right to impose liquidated damages, reserving its right to terminate the Contract including other such remedies as per terms and conditions of this Contract.

**Manpower requirement during O&M period**

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Particulars** | **No** |
| 1 | Drivers cum operator for Jetting cum Suction Equipment | 2 |
| 2 | Helpers (2 per machine) | 4 |
| 4 | Supervisor | 1 |
| 5 | Maintenance Staff | 1 |
| 7 | Security at Parking site | 1 |

## THE TECHNICAL SPECIFICATIONS

###### 2.4.1 a. Jetting cum Suction Equipment - Operation

Two (2) number of vehicle mounted jetting cum suction equipment proposed to be used. The vehicle mounted jetting cum suction unit should be capable of creating vacuum for sucking out dense waste/sludge like mud, slurry, grit etc. from sewer lines, storm water drains, gullies etc. The high-pressure jetting system in the unit should used to dislodge/clear the obstructions/blockades from the application point. The vehicle mounted combined unit shall have suction lift of at least 8.0 meter. It should suck out wet materials from the sewer and similar end application areas. The equipment should be mounted on BS VI truck chassis with 18 tonne Gross Vehicle Weight and wheel base of minimum 4200 mm, not exceeding 4600mm. Frequency of cleaning of drains once in 15 days. One (1) Driver and two (2) Helpers are proposed to be provided along with necessary tools & equipment. All dense waste/sludge like mud, slurry, grit etc. collected from sewer lines, storm water drains, gullies etc should be disposed at Bhramapuram sanitary landfill dump site or any other site as required and instructed by CSML within 25km from the workplace

**b.** Technical Specification of Jetting Cum Suction Equipment

Offered jetting cum suction unit shall be of reputed make & proven design. The contractor shall design

the equipment in accordance with the specifications. The design shall be in accordance with the latest

modern practice & shall facilitate inspection, Cleaning, lubrication & repair to ensure satisfactory operation under all service conditions. The vehicle mounted combined unit for suction cum jetting shall be able to create vacuum required for siphoning of mud, slurry, grit & other material from storm, sanitary & combined sewage system & high velocity jetting to remove and dislodge obstructions, grits & other materials from the sewerage system. The unit shall be multipurpose vehicle designed to collect sludge & sewage from catch pits and manhole. It shall also be useful for flushing of silted storm water & drain lines. The vehicle mounted combined unit shall have suction lift of at least 8.0 meter. All the core components should have certifications and tests prescribed in the relevant govt regulations and Indian/ International standard code of practice.

|  |  |
| --- | --- |
| **1.TANK** | |
| Total Tank capacity | 8000 Liters |
| Fresh Water Tank | 5000 Liters |
| Sludge Tank | 3000 Liters |
| Material | Mild Steel (Grade -A) confirming IS 2062 latest |
| Construction | * The whole tank to be made of steel plate of 6-mm thick and will   confirm the IS 2062 Grading ‘A’ standard - cylindrical shell with dished ends. Material plates for shell, dished ends & internal compartment walls as per IS 1079 (latest version).   * Level indicator (with safety coverage) of thick-walled transparent acrylic tubing shall be provided on either side of the tank and in a suitable position. * A ladder shall be provided on the tank for accessibility to the tank top. |
| **2.SPLIT SHAFT UNIT** | |
| Make | Pneumatically actuated split-shaft PTO of a Reputed ISO Make |
| **3.JETTING PUMP** (High pressure jetting pump with pressure regulating arrangement) | |
| Make | Reputed ISO Make Triplex plunger reciprocating pump |
| Pump Flow | 260 LPM |
| Pump Pressure | 150 Bar |
| **4.JETTING HOSE AND MAIN HOSE REEL** | |
| Make | Reputed ISO Make |
| Hose inner diameter | 25 millimeters |
| Max. Operating Pressure | 206 Bar |
| Minimum Burst pressure | 517 Bar |
| Min. Bending Radius | 150mm |
| Hose Construction | Core made of Polyethylene compound with 2 braided layers of high tensile synthetic yarn, Cover made of Polyurethane Compound. |
| Hose Reel | 1. The hose reel should be designed to hold 120 meters long hose. 2. The reel is driven by hydraulic power during wind-in and free wheel during wind out 3. The high-pressure water from the pump should be supplied to the hose reel through high quality rotating joint. The hose reel is to be sufficiently strong to take up the winding and unwinding of the high- pressure hose at the full pressure and under the pulling tension caused by the jet and friction in the sewage line. 4. Free Wheeling facility should be provided for Main Hose Reel during unwinding. |
| **5.SUCTION UNIT** | |
| Vacuum Pump | Reputed ISO Make |
| Capacity | Free air capacity 330 cfm (9400 Liters/Min)  Maximum vacuum – 95%  Max. Pressure - 1.5 bar |
| Type Of Cooling | Air Cooled |
| Silencer | Should be provided |
| Rear Door | Shinned dish end with knuckle radius manually operated openable rear door  for cleaning purpose having airtight heavy duty imported Seals. |
| Rear Suction & Discharge Valve | Lever operated Ball Valve with High Quality Seals |
| Dewatering Screen & Valve | Internal filter assembly with easy clean facility |
| Pressure Relief Valve | Reputed ISO make heavy duty spring type adjustable pressure relief valve should be fitted to safeguard the tank from excess pressure creating inside. |
| Secondary / safety filter | It should be provided to the inlet of the suction pump to prevent water /slurry entering the pump. |
| Suction Hose | 5 sections of 100 mm dia. and 3 meters long, heavy duty, lightweight, PVC hose along with quick connect hose-end fittings, shall be provided. |
| **6.HYDRAULIC SYSTEM** | |
| Hydraulic Pump | Reputed ISO make A hydraulic pump of ample capacity to meet the operational requirements of the system to be driven off by the chassis fitted PTO. The hydraulic system to be provided with an oil storage tank of suitable capacity, suction and return line filters, direction control valves and counterbalance valves for the tank tipping cylinder. All hydraulic connections to be a combination of high pressure seam less pipes and flexible hoses to facilitate easy replacement/ repairs. |
| Hydraulic Motor | Reputed ISO make |
| Control Valve | Reputed ISO make |
| Tank Tipping Arrangement | A hydraulically tipping arrangement to be provided to the tank by which sludge can be discharged by gravity or by pressurized discharge. The tank tipping angle should be minimum 30 degrees |
| Rear Door | Hydraulically Open Type |
| **7.ACCESSORIES AND SAFETY DEVICES** | |
| Unloader Valve | Reputed Make unloader valve to be designed to withstand the Jetting operating pressure. When Jetting is shutting down, the unloader valve helps to bypass the water at zero pressure so that the pump runs at unloaded condition which increases the |
| Suction Filter | High efficiency suction filter made from woven wire with easy clean stainless- steel element which can be easily removable and rated for this pump |
| Valves | Pneumatic Operated Valves for Jetting on/Off |
| Safety Devices | Heavy duty, Glycerin filled pressure gauges to be fitted on suitable location |
| Nozzles | All nozzles to suit pump rating and from manufacturer of ISO 9001 Company for manufacture of Jetting Nozzle  Three sewer cleaning nozzles with varying rearward angles should be provide with nozzle extension for easy fixing of the hose and the nozzle |
| Work Lights | Work lights should be provided at rear over hose reel and one rotating beacon over driver’s cabin |
| GPS Control | Provision for GPS device installation in driver’s cabin |
| **8.INSTRUMENTATION & CONTROL / CONTROL PANEL** | |
| * All indicators and control elements required for system control and monitoring to be installed in a Control Panel located at the rear of the vehicle and on the left-hand side. * All indicators, control elements and pressure gauges to be fitted on suitable location and control panel fitted at the rear most ends of the chassis and on the left-hand side. * Acceleration lever shall be located in the control panel provided the engine design allows for the same. Alternatively, an accelerator clamping arrangement to be provided to achieve and maintain the engine speed, suitable to drive the jetting pumps at the required speed | |

**2.4.2 WORKSHOP FACILITY FOR VEHICLE/EQUIPMENT MAINTENANCE**

The dealer/manufacturer/service provider shall arrange adequate workshop facilities for the maintenance of the fleet of Vehicle Mounted Jetting cum Suction Equipments, other equipments and vehicles. The workshop should have adequate technical staff, spares, and preventive maintenance schedules to ensure that at least 80% of the vehicles remain on the road each day and the down time of repair/maintenance is minimized to the extent possible. Spare assemblies should be kept available which could be given as replacements until necessary repairs are carried out.

The following facilities are proposed in the Workshop.

· Vehicle washing

· Tyre yard

· Repair centre with necessary tools and equipment

· Parking



**3. General Conditions of Contract (GCC)**

# General Conditions of Contract (GCC)

## GENERAL CONDITIONS

1. [DEFINITIONS AND ABBREVIATIONS](#_bookmark39)

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

* 1. "Services" means services to be provided as per the requirement mentioned in the scope of work
  2. “CSML” refers Cochin Smart Mission Limited- is the Employer.
  3. “Noncompliance” means failure/refusal to comply the terms and Conditions of the tender;
  4. “Non-responsive” means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD.
  5. ABD – means the 8 Area Based Development wards in Kochi Municipal Corporation.
  6. Bid means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof. Wherever “Tender‟ / “RFP” word is used, it shall mean the same as “Bid‟.
  7. Bidder means an applicant / Supplier who has submitted the Bid as per notice inviting tender of this RFP document.
  8. Bid Security or “Earnest Money Deposit” or “EMD” shall have the same meaning
  9. Bid Process means the process of selection of the Service Provider through competitive bidding and includes release of this RFP document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
  10. Commercial Operation Date (COD) means Day of signing the Contract Agreement (T)+6 Months
  11. Effective Date shall mean the date on which the Letter of Acceptance is issued by CSML
  12. e-tender website / e-tender portal / e- Government Procurement (e-GP) Website means

https://etenders.kerala.gov.in

* 1. Letter of Acceptance or “LOA” means the letter or memorandum communicating to the

Successful Bidder on the acceptance of its Bid.

* 1. RFP Document or “RFP” shall mean this RFP document and shall include any addendum(s) issued

thereto.

* 1. Successful Bidder shall mean the Bidder, whose Bid is evaluated as the most competitive following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance is issued subsequently.
  2. PBG.- The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid up to the completion of the period of ‘Go- Live’ + 63 months for the project from a Scheduled Commercial Bank

1. **DEFINITION AND INTERPRETATION**

In the contract, unless the context otherwise requires:

* 1. "Acceptance of Tender' means the letter or memorandum communicating to the Contractor the acceptance of his tender.
  2. “Consignee” means where the equipment / product are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination.
  3. “Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.
  4. The "Supplier / Contractor / Bidder /Tenderer” means the person, firm or company with whom

the order of the supply is placed / participated / intend to participate in the tender.

* 1. "Drawing" means the drawing or drawings specified in or annexed to the specification.
  2. The "Inspecting Officer" means the person/team of CSML specified in due course of time for the purpose of inspection of equipment / product and includes his/their authorized representatives.

"Particulars" include:- Specifications Drawings

"Proprietary mark" or "brand" means the mark and brand of the product which is  owned by an industrial firm;

* 1. Any other details governing the construction, manufacture or supply of stores as may be

prescribed by the contract.

* 1. .“Inspection Test” means such test or tests as are prescribed by the specifications to be made

by the Purchaser / Employer or his nominee during delivery of product & installation, and commissioning.

* 1. "Purchase Officer” means the officer signing the acceptance of tender and includes any officer

who has authority to execute the relevant contract on behalf of the Purchaser / Employer;

* 1. The "Purchaser / Employer” means Cochin Smart Mission Limited (CSML).
  2. "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
  3. "Site" mean the Locations as specified in the technical specifications/ scope of work at which equipment / product is required to be delivered /installed / operated / maintained by the Contractor under the contract or any other place approved by the Purchaser / Employer for the purpose in Kochi
  4. "Equipment / product / goods " means the goods in the contract, which the Contractor has agreed to supply under the contract;
  5. "Test" means such test as is prescribed by the particulars or considered necessary by the CSML whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
  6. “Work" means all the work specified or set forth and required in and by the said specifications, drawings and "technical Specifications / schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and technical Specifications / "Schedule of Requirements").
  7. The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from CSML /its representatives the consignee
  8. “Writing” or “Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
  9. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, or the General Clauses act, 1897 as the case may be.
  10. "Facilities" means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
  11. "Purchaser / Employer" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Purchaser / Employer.

1. **CONTRACT DOCUMENTS**

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

##### SEVERABILITY

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

##### CONTRACTOR'S RESPONSIBILITIES

The Supplier / Contractor / Bidder shall design, manufacture, deliver, supply, install, test, trial run and commission including **Operation & Maintenance for 5 years (including associated purchases)** with due care and diligence in accordance with the Contract.

The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser / Employer; The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

All activities to clear the goods and transport the equipment to ultimate destination will be done by the bidder

The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser / Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

1. **CONFIDENTIAL INFORMATION**

The Purchaser / Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

The Contractor shall not use such documents, data and other information received from the Purchaser / Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

##### CONTRACT

This contract is for the supply, install, testing, trial run and commissioning including **Operation and Maintenance for 5 years (including associated purchases)** including support during defects liability period and guarantee period of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of CSML/authorized representatives.

The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser / Employer or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

##### PERFORMANCE BANK GUARANTEE

The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid up to the completion of the period of ‘Go- Live’ + 63 months for the project from a Scheduled Commercial Bank, payable at a designated bank branch located in Kochi within 15 days from the receipt of LOA/ purchase order of the tender for an amount equivalent to 5% of the value of the Contract indicated in LOA. **In case partial forfeiture, the contractor shall have to restore the PBG to its full value for applicable period as required under the contract or extension thereof within the time limit as specified by the Employer.**

The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by EMPLOYER upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period

The Performance Security is to ensure due performance of all obligations of the Service Provider under the Contract against an event of default by the Service Provider and/ or any Material Breach of its obligations there under.

The Purchaser / Employer shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser / Employer shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser / Employer may suffer.

##### TAXES AND DUTIES

The Contractor shall bear and pay all taxes, duties, levies and charges excluding GST assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.

In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess /Levy excluding GST being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Purchaser / Employer .

##### DELIVERY

The Contractor shall be required by the Purchaser / Employer to deliver the equipment /product on delivery duty paid (DDP) basis at Kochi site locations as per Technical Specifications, the quantities of the equipment detailed therein shall be delivered not later than the dates specified in the delivery schedule. The delivery

will not be deemed to be complete until and unless the equipment are inspected and accepted by the Inspecting Officer/team of CSML or its representatives

The bidder has to quote for all the equipment / product as per the schedule of requirement. Transit Insurance to be taken by the applicant.

**Notification of delivery:** Notification of delivery and dispatch in regard to each and every installment shall be made to the Purchaser / Employer immediately on dispatch and delivery. The tracking number of transport mode along with necessary details for tracking of the dispatched equipment’s needs to be communicated to the Purchaser / Employer on every dispatch.

**Time for delivery: the essence of the contract:** The time and date specified in the contract or as extended for the delivery of the Equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Purchaser / Employer.

**Progress of Deliveries:** The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser / Employer for the purpose of ascertaining the progress of the deliveries under the contract.

**Extension of Time for Delivery:** The Purchaser / Employer may extend the timeline for delivery of equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of Purchaser / Employer. The price quoted shall remain same even in case of extended delivery time line.

##### FAILURE AND TERMINATION

If the contractor fails to deliver the equipment or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser / Employer may without prejudice to his other rights, recover from the Contractor a sum equivalent to 0.5 % value of total LOA / purchase order (contract value) per week subject to maximum of 10% as liquidated damages, and thereafter shall reserve, **without limiting its other rights, to terminate the Contract at the risk and cost of the Contractor**, including encashment of PBG.

##### CONSEQUENCES OF REJECTION

If on inspection of the equipment at site, are found to be not matching the requirement of Purchaser / Employer as mentioned in the tender document and are being rejected by the Inspecting Officer/team of CSML or its representatives, the Contractor would be required to make satisfactory supplies of brand new and unused equipment meeting the requirement as mentioned in the tender document within the stipulated period of delivery.

###### Removal of rejected consignment

* 1. On rejection of any consignment unit of product submitted for inspection at a place other than the premises of the Contractor, such consignment shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.
  2. All rejected equipment shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such equipment are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/CSML representatives or its authorized personnel may remove the rejected equipment .The Purchaser / Employer shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected equipment after the expiry of the time-limit mentioned above.

##### FORCE MAJEURE

In the event of any unforeseen event during the period of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Purchaser / Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

##### PACKING AND MARKING

**Packing:** The Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use. Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non- returnable and their cost as having been included in the contract price. Each packages shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.

Before any equipment is dispatched from manufacturer’s works it shall be property prepared and packed and the Supplier shall give the Employer at least fourteen days’ notice that these preparations are to commence. Prior to dispatch all equipment shall be adequately protected by painting or by other approved means for the whole period of transit, storage against corrosion incidental damage, including the effects of vermin, sunlight, rain, high temperatures and humid atmospheres. The Supplier shall be responsible for the equipment being so packed and/ or protected as ensure that it reaches the Site intact and undamaged. The equipment shall be suitable for storage including possible delays in transit. The Supplier shall be deemed to have included in the price schedule for all materials and packing cases necessary for the safe package conveyance and delivery of the equipment. Cases containing rubber rings, bolts and other small items shall not normally weigh more than 50 kg. Gross per case. All spare parts shall be packed for long storage under the climate conditions prevailing at the Site. Each spare part shall be clearly marked or labeled on the outside of its packing with its description, number and purpose and when more than one spare is packed in a single case or other container, a general description of its contents shall be shown on the outside of such case or container and a detail list shall be enclosed. All cases, containers and other packages shall be marked and numbered in approved manner for the purpose of identification. All cases, containers or other packages are liable to be opened for such examination as the Purchaser may require and packing shall be designed to facilitate opening and repacking thereafter. All items shall be clearly marked for identification against the packing list. Every crate or package shall contain a packing list in a water proof envelope and a duplicate copy of the packing list shall be sent by the post to the Purchaser at site. All crates, packages, etc shall be clearly marked with a water proof material to show the weight and where the slinks should be attached, and shall also have and an indelible identification mark relating them to the packing list.

**Marking:** The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: -

The following particulars should be stenciled with indelible paint on all the materials/packages:

1. Contract No.
2. Purchaser / Employer Name & logo.

##### PAYMENT TERMS

The Contractor shall be paid as per terms mentioned in this clause, subject to recoveries, penalties, Liquidated Damages and other such recoveries as applicable under this Contract –

###### Payment terms:

* + 1. **For Vehicle Mounted Jetting cum Suction Equipment with accessories**

**90 % payment after deducting any statutory recoveries pertaining to supply, installation and commissioning of the vehicle mounted Jetting cum Suction Machine total of Item No. 1 in BOQ,** will be released against on supply, installation testing and commissioning of goods / equipment’s and upon submission of following documents:

1. Invoice in duplicate.
2. Insurance Copy (transit plus storage).
3. Packing list.
4. Certificate from purchaser/ consignee indicating successful Installation, testing, commissioning as indicated in purchase order.

10 % of the Balance amount after deducting any statutory recoveries will be released after

completion of 1st year of operation and maintenance as per RFP requirements.

Other conditions in this clause will remain same as stated in the original RFP Claus e 15.1.

* + 1. **For Operation & Maintenance of Vehicle Mounted Jetting cum Suction Equipment with accessories**

**including repair & replacement for its operation for drain cleaning & transporting by deploying**

**desired manpower including operator cum driver for the Vehicle Mounted Jetting cum Suction**

**machine, who shall possess valid license for driving heavy vehicles**.

1. Bills for Operation & Maintenance Contract shall be raised proportionately on a monthly basis and shall be submitted to CSML for payment by enclosing the periodical report obtained from the respective Division / Zone. Payment shall be made in Indian Rupees on monthly basis within thirty

(30) days of receipt of Bills & receipt of satisfactory performance certificate.

1. No advance payment shall be made.
2. The Bidder’s request(s) for payment shall be made to the EMPLOYER in writing, accompanied by an invoice describing, as appropriate, services completed. Price adjustments shall be as per Clause 15.2. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
3. Payment shall be released after ensuring satisfactory delivery,

Inspection of all material at Employer’s premises and other respective offices.

1. 80% of monthly O&M payment shall be made within 15 days of submission of the invoices with all necessary documents and reminaing 20% shall be paid after 30 days of submission of invoices.
2. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of bidder.
3. All remittance charges shall be borne by the Successful Bidder.
4. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
5. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
6. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
7. It is the responsibility of the bidders to quote for and provide all the products / equipment / goods for meeting all the requirements of the RFP. In case during evaluation, it is found that certain products / equipment / goods which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of material (BoM), the bid can be rejected as non- responsive. Additionally, if after the award of contract, it is felt that additional products / equipment / goods are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional products / equipment / goods at no additional cost to Employer.

**PAYMENT PROCEDURE:** Payment will be made by CSML in (INR) Indian Rupees against the documents as mentioned above.

* 1. **Price Escalation/Adjustment formula**

The contract price shall be adjusted for Increase or decrease in rates and price of fuel and lubricants in accordance with the following principles and procedures as per formula given below. The amount certified in each payment certificate will be adjusted by applying respective price adjustment factor to the payment amounts due. Price adjustment shall be calculated only for the work earned out within the stipulated time or extension approved by the Authority.

Price adjustment shall be calculated for the local components of the payment for the work done as per formula given below and expressions and meanings are assigned to the work done for each year:

To the extent that full compensation for any rise or fall in the costs to new operator is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such rise or fall in costs.

Price adjustment shall be applicable on the overall fee.

Adjustment for fuel and lubricants

Price adjustment for increase or decrease in the cost of fuel and lubricants shall be paid in accordance with the following formula:

Vf= 0.32 \* R \* (Fi – Fo) / Fo

Vf = increase or decrease in the cost of work during the year under consideration due to changes in the rates of fuels and lubricants.

Fo = The official retail price of non-branded Diesel at the existing consumer pumps of IOC at ULB, on the date of submission of Bids.

Fi = The official retail price of non-branded Diesel at the existing consumer pumps of IOC at ULB, on the last date of the year previous to the one under consideration to which a particular interim payment certificate is related

R = Total value of work done in the year

Price adjustment shall be applicable at the start of every year post 365 days after COD date. The base price shall be the one on the date of bid submission The cost component mentioned above is pre-decided and shall not be amended during entire contract period and no claim shall be entertained from the contractor in this regard. The adjustment may be positive or negative depending upon the rise or fall of Index/price.The Contractor shall submit the price index at Kochi along with each invoice.

##### CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser / Employer, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. **In case of any rejection of goods or defects found after payment of the respective supplies, the next payment to the Agency shall be adjusted against such payments made in previous bill. In case of the remaining due amount is not sufficient enough to recover the previous payment, the Employer reserves the right to invoke Performance Bank Guarantee in part or full for recovery of the said amount. In case of partial revocation of PBG, the Agency shall be responsible to restore the PBG to its full amount within the time limit as specified by the Employer.**

##### RESPONSIBILITY FOR COMPLETENESS

Any fittings or accessories which may not be specifically mentioned in the specifications, but which are useful or necessary are to be provided by the Contractor / Supplier without extra charge, and the equipment must meet the operational requirement if any at the place of delivery.

The assigned scope of work shall be performed as specified in the Purchase order / LOA/ Contract

All the charges incurred towards man-powers, materials, transportation, making the equipment etc. at the place of delivery shall be borne by the successful bidder.

##### INDEMNITY

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser / Employer against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Purchaser / Employer, the Purchaser / Employer shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser / Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

##### CORRUPT PRACTICES

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser / Employer or working under the orders of the Purchaser / Employer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser / Employer or

Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser / Employer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code,1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser / Employer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of [clause 11](#_bookmark40) above.

##### INSOLVENCY AND BREACH OF CONTRACT

The Purchaser / Employer may at any time, issue notice in writing summarily terminates the contract without compensation to the Contractor in any of the following events, that is to say:

1. If the Contractor being an individual or a firm: -. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
2. If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
3. If the contractor commits any breach of the contract not herein specifically provided for.
4. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser / Employer and provided also the Contractor shall be liable to pay to the Purchaser / Employer any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.
5. **LAW GOVERNING THE CONTRACT**

This contract shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

##### ARBITRATION

In case of any disputes arising between the Purchaser / Employer and the bidder, the procedure as per Cl.3.6 shall be followed. All the decisions made by the Arbitrator shall be final and binding to both the parties.

**Cost of Arbitration:** The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

**Jurisdiction of Courts:** Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Kochi.

**Suspension of Work On Account Of Arbitration:** There should be no impact on the ongoing supply, requirement of equipment purchased in case the matter is referred to Arbitration.

## PROJECT IMPLEMENTATION & DELIVERY SCHEDULE

The project milestone for deliverables to the satisfaction of EMPLOYER is as follows:

**T = Signing of Contract**

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Key Deliverable** | **Timelines** |
| 1 | Supply, delivery, installation and testing of 2 no. of Vehicle mounted Jetting cum suction equipment, including all connected accessories at the ABD area as per Specifications of BOQ / Technical Specifications | T+3 Months |
| 2 | Commissioning, trial run (1 month) of 2 No. of Vehicle mounted Jetting cum suction equipment including connected accessories at the ABD area as per Specifications of BOQ / Technical Specifications | T+4 Months - Commercial Operations Date |
| 3 | O & M period of 60 months after i.e. after Commercial Operation Date (COD) | COD+60 Months |

## CONFIDENTIAL INFORMATION

1. EMPLOYER and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful Bidder shall not use the documents, data, and other information received from EMPLOYER for any purpose other than the services required for the performance of the Contract.

## CHANGE IN LAWS AND REGULATIONS

## Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

## FORCE MAJEURE

1. The Successful Bidder shall not be liable for termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of EMPLOYER in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## SETTLEMENT OF DISPUTES & ARBITRATION

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond

within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

###### Arbitration:

1. In the case of dispute arising, upon or in relation to, or in connection with the contract between Employer and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the Employer and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chief Executive Officer, CSML. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
2. Arbitration proceedings shall be held in Kochi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by EMPLOYER and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## EXTENSIONS OF TIME

If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, Employer shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.

Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in Employer, unless an extension of time is agreed mutually.

## TERMINATION

* + 1. Employer may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8. In such an occurrence, Employer shall give a not less than 30 days’ written notice of termination to the Successful Bidder.
    2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as Employer may have subsequently approved in writing.
    3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
    4. If, in the judgment of Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
    5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
    6. If the Successful Bidder submits to the Employer a false statement which has a material effect on the rights, obligations or interests of Employer.
    7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Employer.
    8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, EMPLOYER may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. EMPLOYER may decide to give one chance to the Successful Bidder to improve the quality of the services.
    9. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
    10. If EMPLOYER, in its sole discretion and for any reason whatsoever, decides to terminate his Contract.
    11. In the event EMPLOYER terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, EMPLOYER may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to EMPLOYER for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

## PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to GCC Clauses 3.8, the Employer shall make the following payments to the Successful Bidder:

1. If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable under such circumstances, upon termination, the Employer may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to Employer within 30 days of termination date.

## ASSIGNMENT

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, EMPLOYER, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

## DELIVERY

Equipment /Product to be delivered to Kochi Municipal Corporation and delivery address will be given along with Purchase order / LOA.

Equipment /Product to be delivered within **delivery period as indicated under** [**Clause 3.2 GCC**](#_bookmark41) after placing the order, however if the Employer request to deliver on multiple deliveries, bidder need to adhere to the plan advised by the Employer.

## OTHER CONDITIONS

The Successful Bidder should comply with all applicable laws and rules of Government of India / Government of Kerala/ULB.

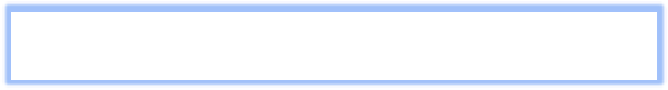
Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with Employer or its allied Offices.

Chief Executive Officer, CSML reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

## RISK PURCHASE

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the Chief Executive Officer, CSML reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.





**4. Special Conditions of Contract (SCC)**

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# Special Conditions of Contract (SCC)

## SCOPE OF WORK

Scope of work includes, supply, installation, testing, trial run and commissioning and carry out defect liability period (DLP) including Operation and Maintenance for 5 years (including associated purchases) including support during defects liability period and guarantee period of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein.

Name of work under this tender are “Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning ” as listed out in the Bill of Quantities and technical specifications.

The items of supply have to satisfy the technical specifications mentioned for each item.

* + 1. The tenderer be either a manufacture of goods specified or should be an authorized dealer of such manufacturer.
    2. The material shall be supplied by the contractor to Kochi Municipal Corporation as per the details indicated in LOA at his own cost.
    3. The price quoted by the tenderer includes all cost like transportation, loading, unloading fixing, Installation, testing, trial run and commissioning at the premises / site mentioned in this tender including operation and maintenance for 5 years as detailed in bill of quantities and technical specifications.
    4. The Employer reserves the right to blacklist a bidder for a suitable period in case of failure to honor their bid without sufficient ground.
    5. Sub-contracting is permissible, with prior approval from Employer.
    6. Samples upon request from the Employer of the Items may be shown to the Employer and got approved before effecting supplies.
    7. The Employer reserve the right to reject any or all the Tenders in full or part without assigning any reasons and the decision of Employer shall be final and is binding on all Concerned. No appeal against the decision of the Employer shall be entertained.

**The incidental services to be provided are as under. The costs shall be included in the contract price:**

1. On-site assembly, installation, erection if any and commissioning of the supplied equipment.
2. Furnishing of system design and efficiency characteristics required for development and/or maintenance of the supplied Goods
3. Furnishing of three sets of detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment.
4. Furnishing the tools required for assembly and/or maintenance of the supplied vehicles.

On-site training of minimum 10 No’s of Purchaser’s personnel, in the installation, operation maintenance and repair of supplied goods. Training shall be provided for 1 month prior to completion of O & M contract period

## WORK PROGRAM

Within 7 days of the acceptance of the tender (receipt of letter of acceptance) the Supplier shall submit to the Purchaser for his approval 3 copies of a detailed programme in the form of a bar chart showing the all activities of manufacture, supply and delivery of the **Vehicle Mounted Jetting cum Suction Equipment with accessories.**

Details to be shown in the programme shall include such items as preparation and submission of drawings, placing of works orders (Suppliers own sub-supplier’s), tests at place of manufacture, deliveries to Site. The programme shall be updated from time to time throughout the Contract period as required by the Purchaser, on the basis of revisions approved by the Purchaser following discussions with the Supplier. The programme shall be consistent with the delivery schedule specified in this bid.

## PROGRESS REPORT

The Bidder shall submit during the first week of each month a progress report in such form that actual progress to the end of the preceding month may be compared with the approved programme.

## SUPPLY OF MATERIALS AND SPECIFICATIONS

All the materials to be supplied and used for execution of work /assignment shall be to the technical specification mentioned in the contract. Supply of all the ordered **Vehicle Mounted Jetting cum Suction Equipment including connected accessories** shall be completed within the time schedule specified in the purchase order/ LOA. The entire quantity of the quality **Vehicle Mounted Jetting cum Suction Equipment including connected accessories** shall be delivered and installed (if required) at the designated locations in Kochi in good condition. The Transit / Freight Charges, Insurance, all the Taxes excluding GST, Loading and Unloading charges and all other incidental charges for the supply and delivery of the ordered goods in good condition to the designated locations shall be borne by the Contractor at his own risk and cost. In case of the Contractor from the states other than Kerala, it shall be their responsibility to get necessary interstate permit for the delivery of the ordered goods in time. The working models should be commissioned in the presence of receiving officials.

## INSPECTIONS & TESTING AT MANUFACTURERS PREMISES

Contractor should enable the Employer to inspect the materials being supplied by him before they are supplied/Delivered upon request from the Employer. Wherever standards mentioned as ISI, the same means as BIS (Bureau of Indian Standards) as applicable for such material/ work.

After mounting and assembly of **Vehicle Mounted Jetting cum Suction Equipment including connected accessories** and other required equipments at the manufacturer’s place and after ensuring that all equipments are ready for inspection, the Purchaser / Employer shall be informed for Inspection and Testing of the equipments. The successful supplier shall arrange to supply one set of complete packages at the manufacturing site in conformity to specifications for ensuring the quality for the entire supply. The Purchaser / a committee comprising of officials from the concerned department / purchaser appointed inspection agency will inspect and certify the quality of specified Equipment as per relevant latest Indian/International Standards and mutually agreed quality assurance plan. The Supplier shall be responsible to obtain permission and provide all facilities to carry out such testing as required and obtain all required permission for successful inspection and testing.

A mutually agreed quality assurance plan will be developed which provides for inspection and certification by the inspection agency at specified times during/after the manufacture, fabrication and assembly of such items.

Inspecting authorities shall certify each of the supply for adherence to the specified standards which is mandatory for payment.

The Supplier shall at his own or manufacturers cost at manufacturers premises provide the necessary gauges/instruments, supply and prepare for all tests and supply all labour and apparatus for testing which may be necessary for carrying out the tests as required for the equipment specified.

The Purchaser reserves the right to reject any Equipment for lack of independent testing. A certificate shall be produced by the Supplier at time of carrying out every test showing the readings obtained, all calculations and full details of the calibration certification referred to. No item required to be tested shall be forwarded

to the delivery site, until its test certificate has been approved in writing by the Purchaser. Six copies of the works test / inspection certificates shall be submitted.

If the workmanship found defective or performance is not as per specified conditions, the Supplier shall take immediate steps to rectify the deficiency to the required standards and offered for re-testing.

## INSURANCE

The delivery of the **Vehicle Mounted Jetting cum Suction Equipment including connected accessories** in fully packed and labeled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations on time shall be the responsibility of the Contractor. The transit loss/theft/pilferage/damage of the goods under any circumstances shall be the liability of the Contractor. Insurance and transit insurance of the goods shall be the liability of the Contractor.

## PACKING AND LABELING

The packing shall confirm to relevant packing standards. The contractor should, however, ensure that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. Each accessory/spare part shall be packed in a box of appropriate size to avoid damage/breakage. Appropriate quantity of item shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit. Each corrugated box shall be labeled, and the label shall contain the following: NOT FOR SALE, Handle with care, Name of the Project :“**Supply of Vehicle Mounted Jetting cum Suction Equipment including connected accessories** by the CSML”, Tender ID, Contractor’s company code No., Quantity, Serial Number, Date, Month and Year of manufacturing.

## REGISTRATION, COMPREHENSIVE INSURANCES & ROAD TAXES

The Contractor immediately after delivery of **of Vehicle Mounted Jetting cum Suction Equipment** shall arrange for permanent registration in the name of KMC (Kochi Municipal Corporation) (with R.T.O Kochi at Supplier’s own cost including comprehensive insurance and Road Taxes complete for initial one year period with fitness certificate from the date of commissioning. For subsequent years (2nd to 5th year) Supplier shall arrange and ensure the renewal of comprehensive insurance and Road Taxes and fitness certificates on time. Fees for comprehensive insurance, Road Taxes and fitness certificates for 2nd and 5th d year shall be paid by the supplier. All penalties arising for delay in payment will be the sole responsibility of the Supplier. The Supplier is responsible for the transportation of units including all charges, transit insurances, taxes etc. complete. The Suppliers has to ensure that the temporary registration of Truck is renewed before expiry with the concerned R.T.O until permanent Registration is obtained. The supplier shall include all these costs in the relevant items in the price schedule.

## SPECIAL TRAFFIC PRECAUTIONS DURING OPERATION & MAINTENANCE

Supplier attention is specially drawn to the requirements by the traffic police and road authorities and specification regarding traffic control and access. It is necessary for the supplier to obtain permission from traffic Inspector of Police. Necessary support letter will be issued by CSML, prior to taking up any stretch of road which may require for traffic diversion or blocking of the route. It is necessary to carry out the work in such a manner as to cause minimum interference with the public use of roads, footpaths, and other thoroughfares.

## DESIGN

Offered equipment shall be of reputed make and proven design. The Supplier shall design and supply the equipment to the Purchaser’s requirement and in accordance with the requirement detailed below. The design shall be in accordance with the best industry practice and shall facilitate inspection, cleaning and lubrication and repair to ensure satisfactory operation under all service conditions. The equipment or any part thereof may be of the Supplier’s standard design provided that such design is in accordance with required specifications. The Suppliers design calculations, if called for, shall be submitted to the Purchaser. Approval by the Purchaser of the Supplier’s design or drawings shall not relieve the Supplier of any of his obligations or liabilities under this Contract.

## DRAWINGS - GENERAL

The supplier shall submit Purchaser drawings in Auto-Cad format as well physical copy (3 sets) having the detailed information of equipment(s), layout, electrical, mechanical, hydraulic & operational details of Vehicle Mounted Jetting cum Suction Equipment Station(s) for the approval from the Employer before the supply and installation. All drawings provided by the Supplier shall be of size A1 within a border of 810 mm x 560 mm in the form of black lines in a white background and shall show the following particulars in addition to the Supplier’s Name, Date, Scale, Number and Title:

## PRELIMINARY DRAWINGS

The Supplier shall submit 3 (THREE) prints of preliminary drawings showing the layout and dimension of the Equipments, detail of loads to be carried and all other necessary details to the Employer.

## DETAILED DRAWINGS

The Supplier shall submit to the Purchaser 3 (THREE) prints of all working drawings and such general and detailed drawings as the Purchaser may require from time to time. These shall include details of Equipments etc. These drawings (together with any of the said Preliminary Drawings which may be necessary), having been corrected or amended as necessary to the Purchaser’s approval, shall become the Approved Drawings to be used for manufacturing of the Equipment. Any other drawing as required by the Purchaser shall be submitted by the Supplier.

Unless specific instructions are given by the Purchaser in writing, no drawings other than Approved Drawings shall be used for the manufacture of the Equipment.

## RECORD DRAWINGS

Drawings shall show whole of the Equipments as assembled. Further these shall also show all major sub- assemblies.

## INSTRUCTION MANUALS

The Supplier shall provide 3 bounded sets of approved Instruction Manuals. All descriptive leaflets, instruction sheets, charts, lists, pamphlets and other documents that are used in compiling each manual shall be contained in one or more binders designed to prevent loss of contents. Each bounded copy shall be titled with the name of the Purchaser, the name of the Equipment, the Contract number, the name of the Supplier and with information to identify the subject matter and shall include a detailed index to all literature contained therein. The instruction Manuals shall be approved in draft form initially by the Purchaser. The Instruction Manuals shall comprise both operating instructions and maintenance instructions.

A separate section of the manuals shall be devoted to each type of equipment. It shall contain a detailed description of its construction and operation and shall include all relevant pamphlets and lists of parts with procedure for ordering spares. The detailed sections of the manual, if necessary, shall contain further maintenance instructions and fault location and diagnosis charts. The manuals shall be printed on A4 size sheets and bound in twin lock binders. Reduced size of Record Drawings shall be included in the Manuals.

###### The operating instruction shall include the following:

1. Step by step direction on setting the equipment to work listing all adjustments and setting necessary for the correct functioning of the equipment.
2. Instructions on monitoring of equipment performance and sample log sheets for each item of equipment, to be completed by operators on a routine basis.
3. “Do’s and Don’ts” in equipment operations, operators’ attention shall be drawn to all operations considered to be dangerous to operators of likely to cause damage to the equipment.

###### The maintenance instructions shall include the following:

1. Checking; testing and replacement procedures to be carried out an all mechanical and electrical items on a daily, weekly, and monthly basis or at longer intervals to ensure trouble-free operation.
2. Fault locations and remedy charts to facilitate tracing the cause of malfunction or breakdown and correcting faults.
3. Complete list of recommended lubricants lubrication charts.
4. A ‘spares schedule’ which shall consist of a complete list of itemized spares for all equipment with

ordering references and part numbers.

1. Full instruction to cover the complete dismantling and re-assembly of all items of the equipment supplied.
2. Part-list and drawings or exploded diagrams for each item of equipment.

## WARRANTY / GUARANTEE AND REPLACEMENT

The contractor shall warranty that everything to be furnished under this contract shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if operable, operate properly. This warranty shall commence from the date of issue of acceptance certificate of the delivery. Manufacturer’s warranty shall be **One Year** from the date of issue of acceptance certificate of the product.. All replacement and repairs at the CSML shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. If the contractor desires, the replaced products can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the CSML. The decision of the CSML in regard to contractor’s liability and the amount, if any, payable under this warranty shall be final and conclusive.

Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified within a week / replaced on free of cost within two (2) weeks on receipt of intimation from Employer on such defects or failures. If they are not rectified or replaced within this period, the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.

A Guarantee certificate shall be submitted along with the initial bill of the supplied items. Any expenditure incurred in the transportation of Vehicle Mounted Jetting cum Suction Equipment including connected accessories for rectification or replacement will be to the supplier’s account.

The Supplier shall ensure for the Vehicle Mounted Jetting cum Suction Equipment including connected accessories, a manufacturer’s warranty of minimum 1 year from the date of acceptance of the equipment by the purchaser.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

1. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC; During warranty, the supplier shall carry out the calibration of various components of Vehicle Mounted Jetting cum Suction Equipment including connected accessories without extra cost once in 6 months.

OR

1. Pay liquidated damages to the Employerr with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be Rs.1000/day.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.

For purposes of the Warranty, the place(s) of final destination(s) shall be Kochi Municipal Corporation area as specified in Schedule of Requirements.

The Supplier’s guarantee both in respect of performance; output and efficiency shall be binding under the

Contract. The fulfillment of these guarantees will be verified during the Tests on Supplier’s premises in India.

All Equipments **(including connected accessories)** shall be guaranteed for satisfactory usage, free of defects for a continuous period of **5 (Five) years (O&M period)** from the date of receipt of product in good condition at site (COD).

Any defects noticed during this period shall be rectified / replaced free of cost by the bidder at the concerned location within 1 (one) week from the date of receipt of intimation of defect/failure from the said location.

A written guarantee, guaranteeing the CSML against defects in the equipment supplied, either in equipment or workmanship should be furnished for a period of **5 (five) years (O&M period) for** **Vehicle Mounted Jetting cum Suction Equipment** from the date of receipt of materials at site in good condition – COD.

If during operation, the functional performance output of any piece of equipment or component thereof does not prove to be of the specified capacity/rating, the Supplier shall replace the unit of component with another of at least the same performance and quality at no cost to the Purchaser.

## SPARE PARTS

The Supplier shall procure at his own cost, required spare parts to be included in operation and maintenance costs for satisfactory maintenance of equipment for **Vehicle Mounted Jetting cum Suction Equipment including connected accessories** without scope for penalty as per applicable clauses for Breakdown of **Vehicle Mounted Jetting cum Suction Equipment including connected accessories**

In the event of breakdown and delay for more than the period specified, due to the replacement or repairs of spares, penalty will be levied on the Supplier as specified and approved.

## TOOLS

A complete set of necessary standard and special tools shall be supplied by the Supplier to enable assembly or dismantling to be carried out on any part of the equipments supplied, whether of an electrical, mechanical or other nature, during the life of the equipment and shall be listed by the Suppliers in the General schedule.

The tools supplied shall include clamps, wrenches, lifting lugs, grease-guns and any other special tools which may be required during the life of equipment.

## SAFETY

Suppliers shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance Works. Suppliers shall take satisfactory precautions to protect the surrounding environment and appurtenances from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon at operation site or other public or private property as a result of the Supplier’s equipment / goods operations, regardless of the waste handling method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Supplier at his sole expense without any obligation to Employer.

Supplier shall not enter into any segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated by Suppliers and/or Purchaser. Supplier shall perform all work in accordance with the latest confined space entry regulations. Supplier shall coordinate his work with local fire, police and emergency rescue units. Precautions shall be taken by Supplier to ensure that the equipment operation does not result in damage to public or private property being served by the equipment.

The Supplier shall comply with all the precautions as required for the safety of the workmen by the I.L.O (International Labour Organization) convention No.62.as far as they are applicable to the contract.

When workers are employed for operations, the supplier shall ensure to provide warning signals or boards to prevent accident to public.

## SUBMITTALS

Submittals shall be made by the Suppliers in accordance with the procedures set forth by the In-charge Engineer, and as described below.

1. The Supplier shall submit monthly work report with details of quantum / number of trips of waste handled along with location details and all other details as required by the Engineer In-charge.
2. The Suppliers shall submit a Disposal Plan for preview and acceptance by the Purchaser prior to performing operation and maintenance work. The Suppliers may change his Disposal Plan only by written notice to the Purchaser.
   1. The Suppliers shall insure that all permits related to his disposal operations have been obtained, and the Suppliers shall comply with all requirements of those permits. The Suppliers shall show evidence that all required permits have been obtained for all disposal sites by submitting a copy of all such permits to the Owner as part of the Supplier's Disposal Plan.
   2. Copies of records of all disposals of solids or semisolids resulting from waste handling operations in accordance Legal Relations and Responsibility to the Public.

## INCOME / CORPORATE TAXES IN INDIA:

1. The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all such taxes in the contract price.
2. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.
3. The Supplier’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**Annexures**







**Annexure 1.1 - Checklist for the documents to be included in the Pre- Qualification Proposal**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | **File Name** | **Submitted (Y**  **Description**  **/ N)** | |
| 1. | Furnish Proof of Tender Fee and EMD submitted |  |  | Reference No:  Date |
| 2. | Furnish Bid Covering Letter  As per format provided at [**Annexure 2.2**](#_bookmark45) |  |  | Reference No:  Date of Letter: |
| 3. | Furnish Bidders’ Particulars  As per format provided at [**Annexure 1.2**](#_bookmark45) |  |  | Name of Bidder(s): |
| 4. | Furnish Power of Attorney (PoA) in favour of Authorized signatory  As per format provided at [**Annexure 6**](#_bookmark60) |  |  | Date of PoA:  Name of Authorize Person: |
| 5. | Furnish Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or corresponding Act in abroad. |  |  | Registration Number: Date of Incorporation: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | **File Name** | **Submitted (Y**  **Description**  **/ N)** | |
|  | Copy of Certificate demonstrating bidder have been in operation for at least 3 years as on date of submission of the bid |  |  |  |
| 6. | “Furnish Copy of Certificates from the Statutory Auditor for the last 3 (Three) financial years 2018-19, 2019-20 & 2020-21, in order to fulfill following eligibility criteria |  |  | Year-wise details of turnover, balance sheet, financial statement, ,  certified by Chartered |
|  | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have average annual Turnover of Rs 2,02,00,000/- for last for last 3 audited financial years (2018-19, 2019-20 & 2020-21) ending March 2021 from **sale of Vehicle Mounted Jetting cum Suction Equipment, and other solid waste management equipment’s / machines.** | Accountant |
|  | during last for last 3 audited financial years (2018-19, 2019-20 & 2020-21) ending March 2021 |  |
|  | Financial capability details to be filled as per the |  |
|  | format given as [Annexure 1.4](#_bookmark47)” |  |

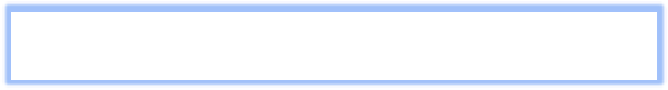
|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | **File Name** | **Submitted (Y**  **Description**  **/ N)** | |
| 7. | Furnish Valid copy of the ISO 9001:2015 or higher certification and  Valid copy of the ISO 14001 certification for manufacturing under environmental friendly conditions,  Valid Copy (ies) of certificates as substantial evidence to be submitted as proof. |  |  | Issuing By: Issuing Date: Validity Date: |
| 8. | Furnish Declaration for not blacklisted by Central / State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.  Undertaking by the authorized signatory as per the format given as [**Annexure 4**](#_bookmark58) |  |  | Reference No: Date of Letter: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | **File Name** | **Submitted (Y**  **Description**  **/ N)** | |
| 9. | Furnish Copy of Work Order / Purchase order, |  |  | Issuing By: |
|  | Copy of agreement, Copy of client acceptance |  |
|  | letter, Copy of Goods Receipt endorsed by | Issuing Date: |
|  | client, Copy of completion certificate in order to |  |
|  | fulfill following eligibility criteria |  |
|  | (a) The Bidder (Manufacturer / Authorized dealer/Service Provider) should have **successfully supplied, installed and commissioned, Vehicle Mounted Jetting cum Suction Equipment to any PSU / Government Institution / / Urban Local Bodies / government offices in last 7 (Seven) years starting from 01 November 2016 to 31st October 2021 of worth:** |  |
|  | **INR** 96,80,000/- **in single order**  **or** |  |  |  |
| **in two orders**  **each worth minimum of INR** 60,50,000/-  **Or** |  |  |  |
| **in three orders each worth minimum**  **INR** 48,40,000/- |  |  |  |
|  |  |  |  |  |
|  | (b) Also, the Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have **at least one year experience of operation and maintenance (in each work order) of Vehicle Mounted Jetting cum Suction Equipment in ULB / city.of worth-** |  |
|  | **Work order of O & M with minimum one year O & M in each work order worth:**  **INR** 81,46,000/-  **in single order in a year**  **or** |  |  |  |
|  |  |  |
| **in two orders each worth minimum of**  **INR** 50,91,000/- **in a year**  **Or** |  |  |  |
| **in three orders each worth minimum**  **INR** 40,73,000/-  **In a year** |  |  |  |
|  | **Notes:-** |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | **File Name** | **Submitted (Y**  **Description**  **/ N)** | |
|  | 1. Only such works / assignments shall be considered where physical completion of entire work is completed. 2. Works / assignments carried out by another contractor on behalf of the Bidder on back to back basis will not be considered for satisfaction of Qualification criteria   Project citation details be provided as per the format given as [**Annexure 1.3**](#_bookmark46) |  |  |  |
| 10. | Furnish Valid Copy (ies) of PAN Card and GSTIN Registration certificates in order to fulfill following eligibility criteria  Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have GSTIN Registration Certificate and also PAN Card. |  |  | Issuing By: Issuing Date: |
| 11. | Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should furnish Undertaking as per the format given as **Annexure 1.6**  Undertaking required declaring that, “shall abide by all the conditions set forth and also undertake to take back the rejected defective |  |  | Reference No: Date of Letter: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | **File Name** | **Submitted (Y**  **Description**  **/ N)** | |
|  | Goods at our risk & cost replaces the same  within the stipulated time”. |  |  |  |
| 12. | Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should furnish Undertaking as per the format given as [**Annexure 1.7**](#_bookmark50)  Undertaking required declaring that, “work will be carried out as per the delivery schedule indicated in the RFP” |  |  | Reference No: Date of Letter: |
| 13. | In case of authorized dealer, furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender. |  |  | Reference No: Date of Letter: |
| 14. | The Sole Bidder (Manufacturer / Authorized dealer/Service Provider) should have Service facility for the Goods to be supplied under this RFP  Substantial documentary evidence to be submitted as proof. Also, Undertaking required stating the same. |  |  | Reference No: Date of Letter: |





**RFP for Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment**



**Annexure 1.2 - Format to share Bidder’s and Bidding Firms Particulars**

The Table below provides the format in which general information about the bidder must be furnished.

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Information** | **Details** |
| 1. | Name of Bidding firm: |  |
| 2. | Address and contact details of Bidding firm: |  |
| 3. | Firm Registration Number and Year of Registration |  |
| 4. | Web Site Address |  |
| 5. | Status of Company (Public Ltd., Pvt. Ltd., etc.) |  |
| 6. | Company’s GSTIN |  |
| 7. | Company’s Permanent Account Number (PAN) |  |
| 8. | Company’s Revenue for the last 3 years (Year wise) |  |
| 9. | Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP: |  |
| 10. | Telephone number of contact person: |  |
| 11. | Mobile number of contact person: |  |
| 12. | Fax number of contact person: |  |
| 13. | E-mail address of contact person: |  |
| 14. | Bank Credentials |  |

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory Name

Seal



**Annexure 1.3 - Format to Project Citation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No** | **Item** | **Details** | **Attachment Ref. Number** |
| **1** | Name of the Project |  |  |
| **2** | Date of Work Order |  |  |
| **3** | Client Details |  |  |
| **4** | Scope of Work |  |  |
| **5** | Contract Value |  |  |
| **6** | Completion Date |  |  |

***Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.***



**Annexure 1.4 - Financial Capability of the Applicant /Bidder**

**(Supporting documents to be attached)**

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Audited Balance sheet for following Financial Years** | **Turnover details of Bidder (in INR Lakh.)** |
| 1 | 2018-19 |  |
| 2 | 2019-20 |  |
| 3 | 2020-21 |  |
| 4 | Average Turn Over |  |



**Annexure 1.5 – DECLARATION FORM**

(To be submitted on the Letterhead of the responding firm)

**DECLARATION FORM**

Date: dd/mm/yyyy To

###### Chief Executive Officer

**Cochin Smart Mission Limited (CSML)**

###### 4th Floor, JLN Stadium Metro Station, Kaloor, Kochi - 682 017, India.

**Sub :** Request for Proposal for " **Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning ”**

RFP Reference No: -------Dear Sir,

I / We ……………………………………………………………..having the registered office at

……………………………………………………declare that I / We have carefully read all the terms and conditions of Tender floated by the CSML for the above work strictly conforming to the specification as given in the Tender Document and I / We shall abide by all the conditions set forth therein. I / We also undertake to take back the rejected defective Goods at our risk & cost and replace the same within the stipulated time.

###### Signature of the Tenderer

**With Seal**



**Annexure 1.6 – UNDERTAKING ON DELIVERY SCHEDULE**

(To be submitted on the Letterhead of the responding firm)

### UNDERTAKING

Sub : Request for Proposal for **Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning ”**

RFP Reference No: Dear Sir,

It is certified that I / We …………………………………….......have offered to carry out the work of **Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning ”** as per the delivery schedule indicated in the RFP

###### Signature of the Tenderer with Seal



**Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **List of Documents** | | **Name of File Name** | **Submitted (Y / N)** | **Description** |
| 1. | Furnish Bid Covering Letter  As per format provided at [**Annexure 2.2**](#_bookmark53) |  | |  | Reference No:  Date of Letter: |
| 2. | Project Implementation Approach  As per format provided at [**Annexure 2.3**](#_bookmark54) |  | |  | - |
| 3. | Furnish Copy of Work Order / Purchase order, Copy of agreement, Copy of client acceptance letter, Copy of Goods Receipt endorsed by client, Copy of completion certificate to support that the Sole Bidder fulfills eligibility criteria detailed in [**Section 1.3.13**](#_bookmark25) and [**Section 1.3.14**](#_bookmark26)pertaining to experience of similar works |  | |  | Customer Name:  Work Order/ Purchase order / agreement / client acceptance letter / Goods Receipt endorsed by client / completion certificate Number and Date  Project Value: |
|  | Project citation details be provided as per the format given as **Annexure 1.3** | Completion Date: |
| 4. | OEM Authorization Form  As per format provided at [**Annexure 2.4**](#_bookmark55) |  | |  | OEM Name: |





**Annexure 2.2 - Technical Bid Cover Letter**

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

**To**

**Chief Executive Officer**

Cochin Smart Mission Limited (CSML) 4th Floor, JLN Stadium Metro Station, Kaloor, Kochi - 682 017, India.

Sub : Request for Proposal for “Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning under Smart City Mission”

RFP Reference No: Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Supply, Operation and Maintenance of** **Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning under Smart City Mission”**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning under Smart City Mission” put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CSML or its appointed representatives.

We hereby declare that:

1. We hereby acknowledge and unconditionally accept that the Employer can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
2. We have submitted EMD of INR [ ………………. ] in the form of [… ] and Tender fee of INR [

…………….. ] online through e-Tendering Portal ([**www.etenders.kerala.gov.in**](http://www.etenders.kerala.gov.in/) ),

1. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

1. We agree to abide by our offer for a period of 180 days from the date of opening of Technical bid prescribed by **Employer** and that we shall remain bound by a communication of acceptance within that time.
2. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
3. In the event of acceptance of our bid, we do hereby undertake:
   1. To supply the products and commence services as stipulated in the RFP document
   2. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
   3. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, providing facility management O & M and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
4. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
5. We understand that the **Employer** may cancel the bidding process at any time and that **Employer** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
6. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a Scheduled Commercial Bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CSML.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CSML is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CSML as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

###### We hereby submit our Bid for "Supply, Operation and Maintenance Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning under Smart City Mission”

\*Strike off whichever is not applicable

1. We enclose a Online payment details Ref No............dated...............for Rs.------- ( ), towards

Earnest Money /Bid Security drawn in favour of Chief Executive Officer, CSML, (should be drawn on any Scheduled Commercial bank).This is enclosed in a separate cover.

1. We have downloaded/not downloaded the bid document from the e-tender website and have enclosed/already paid a Online payment details/ any other instrument No...........dated for

Rs ( ).

\*Strike off whichever not applicable.

1. We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid packet.
2. We agree to abide by all the conditions mentioned in the RFP (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
3. DECLARATION: We have gone through carefully and understood the contents of this RFP Document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.
4. In case of any clarifications please contact email at

Date: (Signature) (Name)

(In the capacity of ) [Seal / Stamp of bidder] Witness Signature:

Witness Name:

Witness Address:

###### CERTIFICATE AS TO AUTHORISED SIGNATORIES

I , the Company Secretary of , certify that who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date: Signature:

(Company Seal) (Name)



**Annexure 2.3 - Project Implementation Approach**

###### The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

1. The Overall approach to the Project
2. Project Monitoring and Communication Plan– Bidder’s approach to project monitoring and

communications among stakeholders.

1. Implementation plan– Bidder’s approach to implement the project
2. Operation and Maintenance Plan
3. Quality Control plan - Bidder's approach to ensure quality of Goods /Work /Services and deliverables

###### Note:

1. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
2. Inadequate information shall lead to disqualification of the bid.



**Annexure 2.4 - Format for OEM Authorization**

(This form must be provided by the OEMs of the products proposed)

Date :

To,

###### Chief Executive Officer

**Cochin Smart Mission Limited (CSML)**

###### 4th Floor, JLN Stadium Metro Station, Kaloor, Kochi 682 017, India.

RFP Ref: <-->

Dear Sir,

We , (name and address of the manufacturer) who are established and reputed

manufacturers of

having factories at

(addresses of

manufacturing / development locations) do hereby authorize M/s (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us.

We herewith certify that the above mentioned equipment / products are not end of the life and we hereby undertake to support these equipment for the duration of minimum Five years from the date of start of O & M period.

Yours faithfully, (Name)

(Name of Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*



**Annexure 3.1 - Financial Proposal Format & Instructions**

**To be submitted on e-Tendering Portal only (i.e.** www.etenders.kerala.gov.in )

**Format:**

Bill of Quantities (BOQ )is uploaded separately as Microsoft excel file.

###### Instructions:

1. Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e- GP) Website [**www.etenders.kerala.gov.in.**](http://www.etenders.kerala.gov.in/) All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated i.e. Technical proposal and Prequalification documents along with EMD.
2. The Bidder shall submit their bid online only through the e-GP web site of Kerala(www.etenders.kerela.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal [http://www.](http://www/) etenders.kerala.gov.in. The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
3. CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
4. All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
5. Bidder should provide all prices as per the prescribed format under BOQ.
6. All the prices are to be entered in Indian Rupees ONLY
7. CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
8. CSML shall take into account all Taxes, Duties & Levies for the purpose of evaluation
9. The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.
10. Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
11. Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.





(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy To

###### Chief Executive Officer ,

**Cochin Smart Mission Limited (CSML)**

###### 4th Floor, JLN Stadium Metro Station, Kaloor

###### Kochi - 682 017, India.

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

###### RFP Reference No: ….......

Dear Sir,

I, authorized representative of , hereby solemnly confirm that the Company

is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you, Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name : Designation : Address : Telephone & Fax : E-mail address :



RFP Reference No: .......

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bidder’s Request For Clarification** | | | | | |
| Name and complete official address of Organization submitting query / request for clarification | | | | Telephone, Fax and E-mail of the organization Tel:  Fax:  Email: | |
| **Sr.**  **No.** | **Clause No.** | **Page No.** | **Content of RFP Requiring Clarification** | | **Change Requested/ Clarification required** |
| 1 |  |  |  | |  |
| 2 |  |  |  | |  |
| 3 |  |  |  | |  |
| 4 |  |  |  | |  |
| 5 |  |  |  | |  |

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

**Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.**



*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

To know all men by these presents that, I, , holding the post of and competent authority of (the Bidder) do hereby constitute, appoint, authorise and nominate (Name & Designation) to do all such acts, deeds and things

necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: , floated by M/s Cochin Smart Mission Limited for ) including signing and submission of all the documents and providing

necessary information/response to Cochin Smart Mission Limited and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between (the Bidder) and Cochin Smart Mission

Limited, if tender is awarded in favour of (the Bidder), whichever is applicable.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of (the Bidder).

IN WITNESS THEREOF, WE (the Bidder as previously mentioned)

have executed these presents on this day of at .

**For (Bidder)**

**Competent Authority**

Accepted,

(Signature) (Name, Title and Address of the Attorney)

Witness:

Notarized

Accepted Signature

(Signature, name, designation and address)

Note:

* The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
* **The Power of Attorney shall be provided on a stamp paper of Rs.200**/- and above
* The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I , the Company Secretary of , certify that who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)





To

**Chief Executive Officer**

Cochin Smart Mission Limited (CSML) 4th Floor, JLN Stadium Metro Station, Kaloor,

**Kochi - 682 017, India.**

Dear Sir,

This Deed of Guarantee made this the --- day of 20XX by (Name of the Bank), having its

registered office at --------------------, and one of its branches at (Address of the Branch)

(hereinafter called the Guarantor) in favour of Cochin Smart Mission Limited, ---------------------------

--- (hereinafter called the beneficiary).

WHEREAS M/s. (Name and Address of the Entity participating in the tender) having their address/ registered Office at

(Address of the Firm’s registered Office) (hereinafter called the “Tenderer”) wish to participate in the Tender No.

for of (supply / Erection / Supply & Erection / Work/others- specify the purpose) of

(Name of the material / equipment / work/others-

specify) floated by Cochin Smart Mission Limited (hereinafter called the “Beneficiary”) and

WHEREAS an EMD of Rs /- has to be submitted by the Tenderer for participating in the

aforesaid Tender and

WHEREAS the tenderer has requested the Guarantor for issuing a Bank Guarantee for Rs.

(Amount of EMD) valid till (mention here date of validity of this Guarantee which will be days beyond initial validity of Tender) towards EMD payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at (Address of Bank’s registered Office) hereby give this Bank Guarantee No. dated and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Tenderer and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. (amount of EMD) (Rupees ) (in words) on behalf of the Tenderer. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said tenderer admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the tenderer and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said tender.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of

(mention here the date of validity of Bank Guarantee) and shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the tenderer or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or with or without consent by or between the Tenderer and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. (amount of EMD) (Rupees (in words). Our Guarantee shall remain inforce till ( days after the date of validity of the

Bid/tender). Unless demands or claims under this Bank Guarantee are made to us in writing on or before (date should be 180 days over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

##### Place:

**Date:**

##### Signature of the Bank’s Authorized

**Signatory with Official Seal**





For Contract Performance Bank Guarantee

*[Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** Chief Executive Officer,

Cochin Smart Mission Limited (CSML), 4th Floor, JLN Stadium Metro Station, Kaloor Kochi 682017.

**Date: ……/….., 2022**

This Deed of Guarantee made this the --- day of 20XX by ------ (Name of the Bank), having its registered office at -------

-------------, and one of its branches at (Address of the Branch) (hereinafter called the Guarantor) in favour of

Cochin Smart Mission Limited, (hereinafter called the beneficiary).

WHEREAS M/s. (Name of the Contractor) having their address/ registered Office at

(Address of the Contractor’s registered Office) (hereinafter called the “Contractor”)was awarded contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of (Name of the material / equipment / work/others- specify) by Cochin Smart Mission Limited, the “Beneficiary” and

WHEREAS a performance guarantee of Rs /- has to be submitted by the Contractor, before undertaking the

contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs. (Amount as stipulated) valid till (mention here date of validity of this Guarantee which will be days

beyond the contract period) towards Performance guarantee amount payable to the Beneficiary, and WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at (Address of Bank’s registered Office) hereby give this Bank Guarantee No. dated and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its

demand, to the beneficiary a sum not exceeding Rs. (amount as stipulated) (Rupees

) (in words) on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs.

(amount as stipulated) (Rupees (in words). Our Guarantee shall remain inforce till (90 days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before (date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place: Date:**

**Signature of the Bank’s Authorized Signatory with**

**Official Seal**

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



(The value of stamp paper for the agreement which is to be executed by the successful bidder is Re.1/- for every Rs.1000/- or part thereof on the amount agreed in the contract subject to a minimum of Rs.200/- and a maximum of Rs.1 lakh.)

**AGREEMENT**

This agreement is entered on this , 2022 by and between;

**M/s Cochin Smart Mission Limited (CSML),** incorporated as a company under the provisions of the Indian Companies Act, 2013 and having its **registered office at No.45/965 C/GIDA Building, Chathiyath Road, Pachalam P.O, Kochi – 682012** (hereinafter referred as **“CSML”,** which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by **Chief Executive Officer**, on the **FIRST PART**

AND

**M/s ………………………..**, wherein its lead bidder is **………………….**, a company having its registered office at ------------------

-------------------(hereinafter referred as **“Contractor**”, which the term shall unless otherwise repugnant to the context

shall mean and include all its successors and permitted assigns) represented by on the SECOND PART

For the purpose of this agreement, both CSML and the Contractor are collectively called Parties and individually as Party

Whereas –

CSML has floated a Tender for Selection of **“Supply, Operation and Maintenance of Vehicle Mounted Jetting cum Suction Equipment for Drain Cleaning** vide **CSML/…** dated **DD-MM-YYYY (Tender**

**ID: --------------)** (hereinafter referred as “Said Tender”) and the Contractor turned out to be the successful

bidder in the said tender.

CSML in consideration of the bid documents submitted by the Contractor has accepted the bid of the Contractor and issued the **Letter of Award** vide **…………………..** letter dated awarding the said tender to the Contractor for

the execution and completion of the works as specified in the tender and remedying any defects therein (hereinafter

referred as “Work”) for a sum of **Rs.** (Rupees Only/- incl. of all taxes) (hereinafter referred

as “contract price”)

In compliance with the tender condition as well as the Letter of Award, the Parties do hereby reduced their understandings into this agreement.

**NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS**

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the contract documents referred to.
2. **Tenure:** This agreement shall be deemed to have been commenced from and be valid for a period of

……………… (…..) months.

1. That, several documents as mentioned herein below which forms part of this agreement shall be read mutually supplementary and explanatory to each other
   1. Letter of Award/Acceptance vide …………………letter dated 2022
   2. Notice Inviting Tender vide No. ………………. dated 2022
   3. Request for proposal
   4. Minutes of pre-bid meeting & addendum
   5. Corrigendum
   6. Date corrigendum
2. That, unless otherwise expressly provided elsewhere in this agreement in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order.
   1. This agreement
   2. Letter of Award/Acceptance
   3. The Complete Set of Bid Documents including Addenda (if any)
   4. The Special Conditions of the Contract (Particular conditions)
   5. The General Conditions
   6. The completed schedules and any other documents forming part of the contract.
3. That, in consideration of the payment to be made by CSML to the Contractor as specified hereinabove, the contractor has agreed to execute and complete the work within the tenure of this agreement in strict compliance of the terms and conditions of this agreement.
4. That, CSML do hereby covenants to pay the Contractor in consideration of the execution and completions of the Work, the contract price or any other sums as agreed under this agreement as may become payable under the provisions of this agreement at the time and manner as prescribed under the Schedule of this Agreement.
5. **Notices:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered

(a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a

commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

In case of Contractor

In case of CSML

COCHIN SMART MISSION LIMITED (CSML)

4th Floor, JLN Stadium Metro Station, Kaloor, Kochi - 682017, India.

PHONE: 0484-2795700

E-MAIL: [procurement@csml.co.in](mailto:procurement@csml.co.in)

1. **Dispute Resolution Mechanism:**
   1. **Arbitration:** In case of any dispute or differences arising out of this agreement shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences could not be resolved within 30 days from the date of commencement of such discussions or negotiation, then the same shall be referred to a Sole Arbitrator (to be appointed by CSML) under the provisions of the Arbitration and Conciliation Act, 1996. Seat of Arbitration shall be Ernakulam. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.
   2. **Jurisdiction:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of the courts at Ernakulam.

IN WITNESS WHEREOF the parties hereto have caused their respective Common sign and Seals to be hereunto affixed

/ (or have hereunto set their respective hands and seals) the day and year first above written.

For Cochin Smart Mission Limited For ……………….

Authorized Signatory Authorized Signatory

Authorized Signatory

For ……………………

Authorized Signatory

For Cochin Smart Mission Limited

##### Witnesses:

1.

2.

**LETTER OF ACCEPTANCE**

**[On letter head paper of the Employer]**

No.: CSML/ xxxxxxxxxxxxxxx xx/xx/ 2022Date: ……/……., 2022

To:

[name and address of the Contractor]

Dear Sir,

Sub: - Letter of Acceptance (LOA) for in Ernakulum ABD Area under Smart City Mission, Kochi

-Reg. Ref: - (i)

1. This is to notify you that your above referred Bid dated 2022 for execution of the tender work of

“………………………..” RFP no CSML/……………………………… dated ………………….. (Tender ID: ------------) for the

Accepted Contract Amount of the equivalent of Rs ………………….. (Rupees Only) (incl. of all taxes,) in

Indian Rupees as negotiated, corrected and modified in accordance with the Instructions to Bidders, vide references cited above is hereby accepted by Cochin Smart Mission Limited (CSML).

1. You are hereby requested to furnish the Performance Security of 5% of total contract value equivalent to Rs

……………… /- (Rupees only) within 15 days in accordance with the Conditions of Contract.

1. Also, it is requested to enter into a Contract with CSML, within 15 days on receipt of this Letter of Acceptance

(LOA) on a stamp paper of Rs /- in prescribed format.

1. Until the conclusion of Contract, this Letter of Acceptance (LOA) shall constitute a binding Contract between us.
2. The Letter of Acceptance is sent herewith in duplicate. You are requested to accept the same unconditionally and send one copy of it duly signed by the authorized signatory within 7 (seven) days of receipt of this LOA.

Thanking you, Yours faithfully,

Chief Executive Officer Attachment: Contract Agreement