



## RANCHI MUNICIPAL CORPORATION



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RANCHI



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Tender Notice No: 54/Eng  
Date : 11-01-2017

### **VERY SHORT TENDER NOTICE**

Ranchi Municipal Corporation (RMC) invites Tender for Rate Contract for supplying of ever green plants seasonal flowers with poly bags and flower pots.

#### **Submission of proposals**

Request for qualification (RFQ) consisting of scope of work and technical qualification may be downloaded from [ranchimunicipal.com](http://ranchimunicipal.com). Interested applicants may submit their proposals along with a Demand Draft of Rs.5000/- (five Thousand only) as a tender Fee (Non Refundable) in favor of “ Municipal Commissioner, Ranchi Municipal Corporation” payable at Ranchi.

More details such as Scope of Work, General Terms & Conditions etc. are provided in document which can be downloaded from website of RMC: [www.ranchimunicipal.com](http://www.ranchimunicipal.com).

#### **Detailed Schedule of Bidding Process:-**

S. N.	Description	
1	Method of Selection proposal required	Technical Qualification & L <sub>1</sub> based
2	Publication of Tender/RFP on website	14 <sup>th</sup> January 2017 at 11:00 AM
3	Sale/Download date	14 <sup>th</sup> January 2017 from 2:00 PM to 20 <sup>th</sup> January 2017 upto 1:00 PM
4	Last date and time of Submission of proposal (Proposal Due Date)	20 <sup>th</sup> January 2017 upto 2:00PM
5	Opening of Technical proposal Venue: Chamber of Hon'ble Mayor of Ranchi Ranchi Municipal Corporation, Ranchi.	20 <sup>th</sup> January 2017 at 3:00PM or thereafter
6	Opening of Financial proposal Venue: Chamber of Hon'ble Mayor of Ranchi Ranchi Municipal Corporation, Ranchi.	To be communicated later
7	Duration of services	One month from the date of execution of agreement
8	Earnest Money Deposit	50,000/- (Fifty thousand only)
9	Cost of Bid Document	Rs. 5,000/- in form of DD of any nationalized bank in favour of Municipal Commissioner, Ranchi Municipal Corporation, Ranchi.
10	Validity of proposal	45 days from due date of Submission of proposal.

**Sd/-**  
**Superintendent Engineer**  
Ranchi Municipal Corporation Ranchi

Tender No. \_\_\_\_\_

**RANCHI MUNICIPAL CORPORATION, RANCHI**

**Tender Document for supplying of ever green plants seasonal flowers with poly bags and flower pots.**

**SCOPE OF WORKS:**

1. The bidder has to supply all manure materials, execute the plantation work and maintain all the flower for at least one month.
2. Bidder has to plant the materials (all seasonal flower & other species) at the designated sites.
3. Daily watering, weeding, protection & all maintenance works shall be the responsibility of the bidder.
4. Seasonal flowers of different varieties has to be grown and Bidder will have to supply manure, fertilizer etc. for maintenance of beds.
5. Plants & flowers must be of good breed and quality.
6. Dead plant has to be replaced immediately.
7. Bidder must engage trained gardeners for the work.

**TECHNICAL QUALIFICATIONS:**

1. The bidder must be a registered Company/Proprietorship firm. Proof of that has to be given.
2. The Bidder must have own Standard Nursery as well as experience in this field for at least 3 years.
3. The bidder must provide the proof of Sales Tax (Commercial Tax) Clearance Certificate.
4. The bidder must provide proof for paying Service Taxes to the Govt. of Jharkhand. Service Tax Code (Registration Number) is must in the name of the Firm of Proprietor.

**FINANCIAL TERMS:**

1. The bidder must have annual turnover of Rs. 20.00 lakhs in any one of preceding three (3) years.
2. Annexure 'I' contains the type of plants, flowers and planting materials that may be used for plantation in due course.
3. The bidder will have to give the financial quote (unit price and total cost) of each of the items given in Annexure 'I' The total cost of all the items will be part 'A' of the Financial Bid.
4. Bidder must quote rates for all the items of price bid. If inadvertently a bidder do not to quote rate against an item/ items, in that case highest rate quoted in the tender against that item/ items will be considered for evaluation, taking into consideration all offers of the tender. However, payment will be made against that item/ items based on the lowest rate offered considering all offers of the tender.
5. The bid cost shall be Rs. 5,000/= (Rupees Five Thousand only) in form of Bank Draft and it should be made in favour of **Municipal Commissioner, RMC** payable at Ranchi. This is non-refundable.
6. EMD of Rs. 50,000/= (Rupees fifty thousand only) as Bank Draft in favour of **Municipal Commissioner, RMC** payable at Ranchi shall also accompany the Technical Bid.
7. Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance security for an amount equivalent to 5% of the Contract price plus rest 5% will be deducted from the bill of the contractor as a security deposit. Performance security and deduction of security deposit will be released within three months of the expiration of agreement. EMD will be returned to the bidder as soon as the Performance security is deposited.

**BID SYSTEM:**

1. This shall be two bid systems: Technical Bid and Financial Bid. These shall be in two separate sealed envelopes. Both the envelopes shall be put in a third envelope.
2. First the technical bid shall be opened. Those bidders who successful qualify the technical bid only their financial bid shall be opened.

### **BID DISPOSAL:**

1. After the technical evaluation the bidders, financial bid of only those bidders will be opened who successfully qualified in the technical bid.
2. Bidders who quotes the minimum total in the financial bid shall be awarded the contract for one month.

### **OTHER CONDITIONS:**

1. The successful bidder shall have to deposit 10 % of the work order value as Security Deposit. Amount equivalent to 5% of contract price shall have to deposit before agreement in the form of irrevocable bank guarantee issued from any nationalize Bank. Another 5% will be deducted from R/A Bill of the Bidder.
2. The bidder shall have all related infrastructures such as trained work force, garden equipments etc.
3. The bidder has to give detail of work force and supervisors, list of machines & equipments they shall keep for plantation and maintenance.
4. In case of poor maintenance, appropriate financial penalties shall be awarded by the authority, Ranchi Municipal Corporation, Ranchi.
5. The R.M.C reserves the right to alter the qualifying requirements.
6. Maintenance area will many increase or decrease as and when required.
7. The tenderer shall submit detailed programme of the daily routine works like watering, weeding etc. along with the tender.
8. The tenderer shall maintain and update all records of labour employed for this work and will have to ensure all labour laws/regulation. This will include obtaining labour licence, EPF/ESIC registration etc.
9. Proposal once submitted cannot be withdrawn.

### **PAYMENT SCHEDULE:**

1. No advance shall be given.
2. 70% of the cost of plants & flowers will be released after Plantation.
3. 30% of the cost of above items shall be released after one month of plantation only for plants & flowers which shall survive.

### **NEGOTIATION**

1. If is felt that the price quoted by the lowest tenderer is exorbitantly high with reference to the prevailing market rate, negotiation of rates will be made with the lowest tenderer for reducing the quoted rates. If the tender contains unbalanced items/rates the lowest tenderer must be prepared to furnish the detailed cost break up and other clarifications to the proposals submitted by them, as may be required to adjudge the reasonableness of their price proposals.

## FINANCIAL BID

**ESTIMATED COST OF COMPLETE MAINTENANCE WITH PLANTATION, SUPPLYING OF POTS,  
PLANTATION OF FLOWERS & EVER GREEN PLANTS WITH SOIL & MANURE INCLUDING  
TRANSPORTATION CHARGES ETC. FOR A PERIOD OF ONE MONTH AT RANCHI MUNICIPAL  
CORPORATION, RANCHI.**

**PRICE-BID:- (VARIABLE ITEMS)**

<b>Sl. No.</b>	<b>Description of Items</b>	<b>Estimated Qty. in No. (Approx)</b>	<b>Rate [in Rs.]</b>	<b>Amount [in Rs.]</b>
<b>1.</b>	<b>Ever green Plants</b>			
	i) Arica Palms (Bushy)	50		
	ii) Raphis Palms (Bushy)	50		
	iii) ficus Blackiana (Topiary)	100		
	iv) Junipras (Green)	50		
<b>2.</b>	<b>Seasonal Flowers Plants with Poly Bags (4"x6")</b>			
	i) Marigold Inka	500		
	ii) Pitunia	500		
	iii) dianthus	500		
	iv) Magic Carpet	500		
	v) Aster	500		
	vi) Antirrhinum	500		
<b>3.</b>	<b>Cemented pots with symbol of RMC &amp; made with iron net. ( Designer pots with moping colorful by best quality of snosum)</b>			
	i) 24" Pots	250		
	ii) 18" Pots	500		
	<b>Total Cost = (From Sl. No. 1 to 3)</b>			

**Sd/  
Superintendent Engineer  
Ranchi Municipal Corporation Ranchi**

**Draft Agreement**

This agreement has been signed on this .....2017 for supplying of ever green plants seasonal flowers with poly bags and flower pots.

**Between**

Ranchi Municipal Corporation, Ranchi through its Municipal Commissioner (hereinafter referred to as the first party/client) of the First part.

**And**

..... a company registered under Companies Act/Proprietorship Firm having its registered office at ..... through Authorized signatory ..... (hereinafter referred to as the Second Party of the Second Part.

Whereas the first party invited tender vide memo no ...../Eng../Ranchi dated .....for the regular maintenance and upkeep of RMC Parks, Road medians and Chowks (As per annexure-III of RFP) within the jurisdiction of Ranchi Municipal Corporation, Ranchi with certain terms and conditions of the RFP.

Whereas the Second party participated in the tender and applied vide its offer letter dated ..... enclosing duly filled and signed tender papers, Application form, required documents, proposal for the maintenance of the park Security Deposit as demanded as per the terms of the RFP. Performance security and deduction of security deposit will be released within three month of the expiration of agreement.

And, Whereas the Ranchi Municipal Corporation, Ranchi considered the proposal and settled for supplying of ever green plants seasonal flowers with poly bags and flower pots to the above said parties for the sum of Rs. ..../- (Rupees in words) for one month. The NIT and RFP will be the part of this agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

That the Second Party will look after all the maintenance work of the RMC and supplying of ever green plants seasonal flowers with poly bags and flower pots. including cleaning, security, painting, coloring, Planting and beautification of the above said work as mentioned in Scope of work & General Terms and conditions of RFP

That the Second Party will renovate and also do the necessary repairs, construction, grilling, tiling small plantation and beautification work. But in such case second party will have to take prior written permission of the Ranchi Municipal Corporation Ranchi before carrying on any of the above said renovation of development work.

That the Second Party will not have the commercial right to marketing and use of the boundary walls, grills and railings surrounding the above said park and also the adjoining broad road divider to display the advertisement boards, bill board, small hoarding etc. of its own products or services and of other parties without creating and substantially adverse effect on the visibility and openness of the above said work.

That the Second Party will maintain a complaint book and suggestion box for general public and will also obey the orders and directions received from the first party regarding maintenance, security and up keeping of the above said work.

That the employees engaged by the Second Party in the above said work shall be of more than 18 years of age and they should be paid minimum wages fixed by the State Government from time to time.

That the second party shall have no right to appoint any person or outsource the services to any agency, body or individual to perform the above said work in relation to the maintenance and upkeep of the above said work for the operation and provision of all other activities and services to be carried therein.

That this agreement is typed in two sets both are and exact copy of each other.

## **2.0 PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES.**

### **2.1 PERFORMANCE SECURITY:**

The RMC shall retain the performance security an amount equivalent to 10% of the contract value to be appropriated in whole or part against breach of this agreement or for recover liquidated damages. The balance remaining of the performance security shall be returned to the service provider within three month of the expiration of agreement.

### **2.2 PENALTY FOR DEFICIENCY IN SERVICES:**

In case of poor service/maintenance working may be issued to the service provider for minor deficiency. In case of significant deficiencies in services/maintenance (i.e watering of plants, deseeding of unwanted plant, tendering of trees, herbs, shrubs, hedge etc, applying good soil, manure, insecticides, pesticides, antitermite, treatment etc. Planting of seasonal and perennial plants). Causing adverse effect on the project a penalty shall be imposed by the authority for every in fraction, which may be 10% of maintenance cost of the month of that particular region/stretch.

### **3. SUSPENSION:**

Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the later fails to perform any of its obligations under this Contract or violation of any of the laws, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Service Provider to remedy such failure within the period not exceeding fifteen (15) days after the Service Provider of such notice of suspension.

### **4. TERMINATION:**

#### **A) BY CLIENT**

Client may, by not less than thirty (30) days' written notice of termination to the Service Providers (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause terminate this Contract:

- a. if the Service Providers fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

- b. if the Service Providers become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c. if the Service Providers submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Service Providers know to be false.
- d. if, as a result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or.
- e. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in executing the Contract.
- g. In case the contract is terminated, the amount of actual work done shall be paid to the Service Provider by the Client within thirty days of the termination letter.

**5. BY THE SERVICE PROVIDER:**

The Service Providers may, by not less than .thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs of this Clause, terminate this Contract:

- (i) if the Client fails to pay any money due to the Service Providers pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Service Providers that such payment is overdue;
- (ii) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Providers may have subsequently approved in writing) following the receipt by the Client of the Service Providers' notice specifying such breach;
- (iii) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or

**6. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER:**

The Service Provider shall:

- a) Provide the Services in accordance with to as set out in RFP & Agreement.
- b) Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- c) The Service Provider shall act at all times so as to protect the interest of Client and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- d) The Service Provider be bound to comply with any written direction of Client to vary the scope sequence or timing of the Services; and
- e) The Service Provider shall furnish to the Client such information related to the Assignment as Client may, from time to time request.

**7. INDEMNITY AND INSURANCE:**

- 7.1 The Service Provider shall take out and maintain adequate indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- 7.2 Client undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

**8. COMPLIANCE WITH LAWS:**

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Service Provider.

**9. Service tax, Octroi, sales tax and other duties:**

The Service Provider's rates shall be deemed to include all Duties, Sales Tax, Excise, VAT, labour cess etc. as applicable, Service Tax. Liability of ECHS, Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

**10. Safety Guidelines:**

- a. The Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.
- b. The Service Provider shall ensure that no access (passages / access to emergency apparatus / exits) is blocked.
- c. The Service Provider shall ensure that proper fencing, lighting and warning signs are placed on and around the work site for safety at all times.

<b>Ranchi Municipal Corporation (First Party)</b>	<b>Selected Bidder (Second Party)</b>
Signature Name: Designation: Seal:	Signature Name: Designation: Seal:
<b>Witness:</b> 1.	2.