



RANCHI MUNICIPAL CORPORATION



GENERAL CONDITIONS OF CONTRACT FOR MAINTENANCE OF PARKS, ROAD MEDIANS AND CHOWKS OF RMC

RANCHI



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Tender Notice No: 2074/Eng
Date : 05-12-2016

TENDER NOTICE

Ranchi Municipal Corporation (RMC) invites Tender for selection of service provider in Two Cover System for the three years Maintenance and upkeep of RMC Parks, Road Medians and Chowks of RMC Parks from the registered company/ proprietorship firm.

Submission of proposals

Request for qualification (RFQ) consisting of scope of work and technical qualification may be downloaded from 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.

Detailed Schedule of Bidding Process:-

S. N.	Description	
1	Method of Selection proposal required	Technical Qualification & L ₁ based
2	Publication of Tender/RFP on website	09 th December 2016 at 11:00 AM
3	Sale/Download date	09 th December 2016 from 2:00 PM to 21 st December 2016 upto 1:00 PM
4	Last date and time of Submission of proposal (Proposal Due Date)	21 st December 2016 upto 2:00PM
5	Opening of Technical proposal Venue: Chamber of Hon'ble Mayor of Ranchi Ranchi Municipal Corporation, Ranchi.	21 st December 2016 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	03 years from the date of execution of agreement
8	Earnest Money Deposit	1,00,000/- (One Lacs 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	120 days from due date of Submission of proposal.

Sd/-

Superintendent Engineer
Ranchi Municipal Corporation Ranchi

Tender No. _____

RANCHI MUNICIPAL CORPORATION, RANCHI

Tender Document for Operation & Maintenance of Ranchi Municipal Corporation (RMC) Parks , Road Medians and Chowks.

SCOPE OF WORKS:

1. The bidder has to supply all gardening materials, execute the plantation work and maintain all the plants and lawns within the park premises, Road Medians and Chowks for three year.
2. Bidder has to plant the materials (all seasonal flower & other species) at the designated sites.
3. Bidder has to keep his own work force for gardening & maintenance work.
4. Daily watering, Hoeing, weeding & all maintenance works shall be the responsibility of the bidder.
5. In case of house plants (potted plants) it shall be supplied in earthen pots (gamlas) not less than 12” height. The plant height must be not less than 18”.
6. Seasonal flowers of different varieties has to be grown in different seasons. Preparation and maintenance of beds shall be the responsibility of the bidder. Bidder will have to supply manure, fertilizer etc. for maintenance of beds.
7. Plants & flowers must be of good breed and quality.
8. Ground maintenance will be done by the bidder.

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 have experience in the maintenance of at least 20 thousand sq. meter per annum for at least 3 years. Proof of that has to be given.
4. The bidder must provide proof of Income Tax paid for the last three financial years.
5. The bidder must provide the proof of Sales Tax (Commercial Tax) Clearance Certificate.
6. 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. 50.00 lakhs in any year during 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. For maintenance works of Garden Flowers (both seasonal & perennial), Lawns, Plants (trees, shrubs & hedge), potted plants, flowers bed, ground covers & careful collection & disposal of dead leaves, dried seasonal flowers, pruned branches & others from inside and outside the premises, the cost should be fixed accordingly per month ratio.
5. Total amounts of price bid shall be divided in two parts: As Part ‘A’ & Part ‘B’ In Part ‘A’ Total cost of all items given in Annexure ‘I’.
In part ‘B’ – cost of maintenance works of lawn, medians & flowers (both perennial & seasonal) plants, flowers bed & others shall be quoted by the bidder in sqft for one year. (Areas shown in Annexure ‘III’). Total amount of one year will form part ‘B’ of the Financial Bid. (As per Annexure ‘II’).

6. Bidder must quote rates for all the items of price bid 'A' & 'B'. If inadvertently a bidder misses 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.
7. Financial Bid will be evaluated in following ways :-
Total Financial Bid = (Total cost of Part 'A' + Total cost of Part 'B').
8. The bid cost shall be Rs. 5,000/= (Rupees Five Thousand only) in form of Bank Draft and it s should be made in favour of **Municipal Commissioner, RMC** payable at Ranchi. This is non- refundable.
9. EMD of Rs. 1,00,000/= (Rupees one lacs only) as Bank Draft in favour of **Municipal Commissioner, RMC** payable at Ranchi shall also accompany the Technical Bid.
10. 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. Filled up Part 'A' and Part 'B' of the Financial Bid will form the total Financial Bid of the Bidder. Total Financial Bid = Part 'A' + 'B'.
3. 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. Final Bid shall be evaluated on following basis :-
Total Financial Bid = Part 'A' + 'B' of the Financial Bid.
3. Bidders who quotes the minimum total in the financial bid shall be awarded the contract for three years.

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, grass-cutting machines, 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. Before planting herbs, shrubs and seasonal flower, selected bidder must submit the proposal and get approval from the RMC authority.
6. The R.M.C reserves the right to alter the qualifying requirements.
7. Maintenance area will many increase or decrease as and when required.
8. Any damage to the RMC property caused during the maintenance operation shall be made good or compensated by the contractor/firm.
9. The tenderer shall submit detailed programme of the daily routine works like watering, weeding etc. along with the tender.
10. 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.
11. Proposal once submitted cannot be withdrawn.
12. The amount Quoted during the 1st year of maintenance period will be increased at an annual rate of 5% without any compounding. To clarify this, this amount during the 2nd year will be the 1st quoted amount + 5% escalation and during the 3rd year it will be the first years quoted amount + 10% escalation. The Security deposit of rest increased amount of 2nd and 3rd year will be submitted by the second party.

PAYMENT SCHEDULE:

1. No advance shall be given.
2. 70% of the cost of plants & flowers arrival of plants in the site.
3. 10% of the cost of above items shall be released after one month of plantation only for plants & flowers which shall survive.
4. 20% after the flowering season of 6 months whichever is earlier.
5. 100% of the cost of maintenance work & plant materials shall be paid on quarterly basis.

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.

Sd/-
Municipal Commissioner
Ranchi Municipal Corporation

(Annexure –'I')

ESTIMATED COST OF GARDEN MAINTENANCE FOR A PERIOD OF ONE YEARS AT RANCHI

MUNICIPAL CORPORATION, RANCHI.

PRICE-BID : PART 'A' (VARIABLE ITEMS)

Sl. No.	Description of Items	Estimated Qty.(Approx)	Rate [in Rs.]	Amount [in Rs.]
1.	Supply of fixing of Seasonal Flowers as below :			
	FOR SUMMER SEASON			
	i) Portulaca	100		
	ii) Compherena	100		
	iii) Gillardia	100		
	iv) Zinnia (all variety)	100		
	v) Sunflower Double Dward	100		
	vi) Kochia	100		
	vii) Gledulus	100		
	viii) Balsum	100		
	ix) Cocks Comb	100		
	x) Cosmos	100		
	xi) Celocia	100		
2.	FOR WINTER SEASON			
	i) Guldaudi	150		
	ii) Dalia	100		
	iii) Aster Double	100		
	iv) Verbena	100		
	v) Hazara Marigold	100		
	vi) Inka Marigold	150		
	vii) Poppy	100		
	viii) Pitunia	150		
	ix) Candituff	100		
	x) Carnation	100		
	xi) Pansy	100		
	xii) Geranium (Hybird)	100		
	xiii) Gajania	100		
	xiv) Dianthys	100		
	xv) Rose	150		
3.	Supply & fixing of Ornamental & Evergreen plants (Indoor & Outdoor) :			
	FOR SUMMER SEASON	100		
	i) Zeneda (Mixed)	100		
	ii) Arica Palms	100		
	iii) Cycus Circinalis	100		
	iv) Croton (Banglore/Golden)	100		
	v) Raphis Palms	100		
	vi) Saplera Green / Golden	100		
	vii) Duranta Hedge	100		
	viii) Begonvillia	100		
	ix) Aralia (Mixed)	100		
	x) Cephalus Cadamb	100		
	xi) Trangular Palm or Foxtail Palm	100		
	xii) Hamelia Patens	100		
	xiii) Singonium or Acalypha	100		
	xiv) Ficus Balcki (Topiary)	100		
	xv) Alstonia Scholaris	100		
	Total Cost = Total Cost of Part 'A' [Variable Items] from Sl. No. 1 to 3 will form Part 'A' of Financial Bid 'A'.			

(Annexure –‘II’)
PRICE-BID : PART ‘B’ (FIXED ITEMS)

Sl. No.	Description of Items	Qty. (in Sqft)	Rate [in Rs. Per month Per Sqft.]	Amount [in Rs.]
1	2	3	4	5
1.	<p>(a) Maintenance of lawn including weeding, checking the grass from the ground top dressing with sludge or manure of the same with the forked soil watering & maintenance of lawn for to keep healthy & rich growth free from weeds & disposal of rubbish as per directed Including supplying good earth, sludge, manure etc. as per direction of Department.</p> <p>(b) Careful tending and maintenance of all trees, shrubs, hedge including hoeing, watering, pruning unwanted branches and treating soil with manure applying pesticides, insecticides, fungicides, anti termite treatment etc.</p> <p>(c) Careful collection and disposal of dead leaves dried seasonal flowers plants, pruned branches of hedge tree, shrubs, collected from inside & outside the premises.</p> <p>(d) Careful maintenance of flower beds, both seasonal and perennial as per the scope of work. This will including planting throughout the season / year as the case may be by applying good horticultural practices like manuring, watering, hoeing, removing unwanted weeds etc.</p> <p>(e) Careful maintenance of Ground covers both seasonal and perenal as per the scope of work.</p>	<p style="text-align: center;">1,73,800 (Detail in Annexure-III)</p>		
	Total Cost = Total cost of Part ‘B’ [Fixed Items] from Sl. No. 1 (a to e) will form Part ‘B’ of Financial Bid ‘B’.			

Total of Part ‘A’ [Variable Items] Rs.

Total of Part ‘B’ [Fixed Items] Rs.

Grand Total ‘A’ + ‘B’

(Rs.only)

Sd/-
Municipal Commissioner
Ranchi Municipal Corporation

(Annexure –‘III’)
NAME OF RMC PARKS, ROAD MEDIANS AND CHOWKS

Sl. No.	Location of Parks/Medians/Chowks	Area
1	2	3
1.	RMC Park at 3K/18, Harmu Housing Colony, Ranchi.	9600 Sqft
2.	RMC Park near B.J.P Office Near Argora bypass road Harmu, Ranchi	15000 Sqft
3.	RMC Park near Plot no- D-58 to D-53 and C-99 near Sahjanand Chowk harmu, Ranchi.	11000 Sqft
4.	RMC Park near shivpur behind Govt. Quarter in Kanke Road Ranchi (North side of Shivpur).	25000 Sqft
5.	RMC Park at Judges Colony, doranda ranchi.	12000 Sqft
6.	Road Medians and Chowks from Bharat Mata Chowk to Birsa Chowk.	101200 Sqft
	Total	1,73,800 Sqft

Sd/-
Municipal Commissioner
Ranchi Municipal Corporation

Draft Agreement

This agreement has been signed on this2016 for maintenance and Upkeep of RMC Parks, Road Medians and Chowks (As per annexure- III of RFP) within the jurisdiction of Ranchi Municipal Corporation, Ranchi.

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 datedfor 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 the maintenance and upkeep of the RMC Parks, road medians and Chowks (As per annexure- III of RFP) to the above said parties for the sum of Rs.-/ (Rupees in words) per sqft for three years.

The amount Quoted during the 1st year of maintenance period will be increased at an annual rate of 5% without any compounding. To clarify this, this amount during the 2nd year will be the 1st year quoted amount + 5% escalation and during the 3rd year it will be the first years quoted amount + 10% escalation. The Security deposit of rest increased amount of 2nd and 3rd year will be submitted by the Second Party.

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 Parks, road medians and Chowks including cleaning, security, painting, coloring, landscaping, gardening, Planting and beautification of the above said park and as mentioned in Scope of work & General Terms and conditions of RFP

That the Second Party will renovate the pathways, entrance gate, boundary wall, grills, railings of the said park 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 charge any entry fee for entrance into the above said park.

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 park.

That the second party will take electricity connection in name of RMC and will be liable to pay all the electricity consumption directly to the electricity board till the maintenance Period.

That second party shall not be responsible for payment of any outstanding dues payable by the previous allottee of the said park to Ranchi Municipal Corporation/Jharkhand State Electricity Board or any other government department and authorities.

That the first party will allow the Second Party and grant no objection certificate required for taking electricity connection and water connection from the concerned authority of board but payment of these bills will be paid by the second party.

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 parks, road medians and chowks.

That the employees engaged by the Second Party in the above said park 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 parks, road medians and chowks 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 Forty Five (45) 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.

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