

### RANCHI MUNICIPAL CORPORATION

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Ref No:
Date:

Notice inviting, "Expression of Interest (EOI) to control the voilation of Jharkhand
State Solid Waste Management User Charge Rules 2016 through Security Agencies in
RMC Area till 16.01.2017 upto 3.00pm"

Ranchi Municipal Corporation (RMC) has promulgated with the concurrence of Swachh Bharat Mission & the State Government, Jharkhand State Solid Waste Management User Charge Rules 2016. As per Appendix B of this rule, citizens etc. have been prohibited from making public places including roads and streets dirty by indulging in anti civic activities like littering, spitting, urinating, defecating etc.

In order to control the violations of Jharkhand State Solid Waste Management User Charge Rules 2016 strictly in all 55 wards of Ranchi city, the RMC has decided to invite "Expression of Interest from Security Agencies" to hire services of deployment of Nigam Marshals from reputed private agencies / organizations.

They will be authorized under the Bye-laws to implement it on behalf of the RMC Authorities and also act as an eye & ear of RMC. The fines so collected shall be deposited in the Corporation accounts by the appointed agency.

Sd/-

Addl. Municipal Commissioner Ranchi Municipal Corporation

#### 1. Terms & Conditions

- 1.1 The bidder must be a reputed security agency registered with security board or such competent authority.
- 1.2 Agencies must have experience of minimum five years in this field of providing Security Services in Govt./Semi Govt./PSUs. All the experience document and valid license shall be submitted at the time of submission of EOI.
- 1.3 The bidder should not have been blacklisted by any PSUs/Central/State Government/Government local bodies.
- 1.4 The bidder should have valid Registration Certificate from ESIC/PF Authorities / Service-Tax / Contract Labour Abolition Act, 1970 and liable for all payments under various Acts.
- 1.5 The bidder has to submit the documents in support of payment made by the firm against the ESI contribution and against PF contribution to RMC in every following month.
- 1.6 The bidder should have PAN CARD/Service Tax/VAT Registration from the concerned authority.
- 1.7 The bidder should have round the clock control room service (with telephone facility) in Ranchi along with quick response team to deal with emergency situations and also depute the Liaison Officer in the units and depots.
- 1.8 No accommodation for the Marshal deployed would be provided by the RMC. All facilities to the Marshal deployed shall be provided by the bidder such as neat and clean uniforms, stationery, torches & cell, lathis etc. at their own cost.
- 1.9 That the "Bidder" shall not engage any sub-bidder or transfer this contract to any other Contractor/person. In case any complaint is received and found true then its contract will be terminated after giving one month notice for which the decision of RMC shall be final.
- 1.10 No consortium proposals are allowed.
- 1.11 RMC reserves the right to cancel the request for Expression of Interest and/or invite afresh with or without amendments to the request for Expression of Interest, without assigning any reason. Information provided at this stage is indicative and RMC reserves the right to amend / any further details in the document.
- 1.12 The marshal deployed should meet all the norms of physical fitness certificate and the same should be submit along with EOI.
- 1.13 The age of the Marshals should be between 25 to 40 years. Minimum height 5 ft. 6 inch. Minimum educational qualification 10th from a recognized Board. The Ex.Serviceman will be highly preferred as marshal.
- 1.14 Minimum wages will be paid to the Marshal which will subject to revision by the state govt rule from time to time.
- 1.15 The services of Marshal would be required on 24 X 07 X 365 days basis.

- 1.16 The clean-up Marshal shall have no criminal record and agencies shall be responsible to provide Police verification prior to deployment.
- 1.17 The bidder shall have Annual turnover of minimum Rs. 1 Crore during last 3 years. 2012-13, 2013-14 and 2014-2015. Year-wise audited statement shall be submitted with the EOI
- 1.18 All the documents of the proposal should be duly signed & stamped by authorized person with proper page numbering. Failing for same may lead to disqualification in selection process.
- 1.19 All disputes will be settled in Ranchi Court only.

### 2. Scope of Work

The following would be the scope of the work assignment to be discharged by these agencies:-

- 2.1 **Contract period:** The period of the contract will be of duration of three year from the date of agreement which may be renewed further based on satisfactory performance.
- 2.2 **Regulation Enforcements**: They will have to detect errant citizens indulged in spitting, urinating on the roads, throwing the garbage indiscriminately and outside the community bins and also not following the "Solid Waste Management Rules 2016" directives.
- 2.3 **Act as Eyes and Ears of ULB:** They have to also check and report for illegal road cutting, illegal water connection, illegal hoarding, encroachments, spreading sewage and drainage water on road and other anti civic activities which is violating any of the municipal rules in RMC area.
- 2.4 **Future Enforcement Activities:** The agency will also be given responsibility to enforce upcoming future regulation as and when notified by the state govt. like parking regulation etc.
- 2.5 The purpose is to collect the spot fine; however if defaulter resist or denies in payment then they should be noticed by competent authority of RMC. RMC will aid the agency in getting the fine collected. Agency will be eligible for share in such collection as well as same rate as proposed in the agreement.
- 2.6 The agencies should have & operate their own vehicular transport facilities such as two wheelers and one four wheelers to be provided, to move in the field, at their own cost.
- 2.7 The agency has to form three type of Nigam Marshal Team
  - (a) "Nigam Vigilance Squad (NVS)" which will be on four wheelers vehicle. This team consists of one driver, one collection staff & four enforcement staffs.

- (b) "Nigam Vigilance Mini Squad (NVMS)" which will be on two wheeler vehicle. This team consists of one enforcement staff and one collection staff.
- (c) "Nigam Marshal (NM)" which will be a single individual either on bicycle or on foot, who will work as a enforcement cum collection staff.
- 2.8 Based on the above teams the agency will have to propose a **Deployment Plan** in which it will detail the numbers of each type of team to be deployed. The deployment plan should be in proportion to the level of infractions in the city and revenue potential vis –a- vis team deployment cost. The deployment plan will change with passage of time depending on the level of infractions happening in the city. The deployment plan and change in it from time to time will have to be finalized with prior approval of RMC. The Initial **Minimum Deployment Plan** should not be less than **1 SVS**, **10 SVMS & 20 SM**.
- 2.9 With passage of time it may happen that the infraction level in the city may comes down to a very low level leading to very low revenue collection. In such scenario the agency must maintain **Minimum Reserve Deployment** of one SVS & four SVMS. In such case instead of revenue share, RMC will provide **Minimum Guarantee Fee** of Rs. 10000/- per personnel (upto a max of 14) and fuel cost on actual. However payment of minimum guarantee fee will depend on the performance of the agency so as to ensure that the level of infraction in the city has come down to negligible level.
- 2.10 The collection will be done using online mechanism and handheld device. A dashboard should be provided to RMC to monitor the activities of collection and MIS reporting.
- 2.11 Enforcement strategy and methodology will be proposed by the bidder including number of teams, action plan, focus area, shift management etc.
- 2.12 Identity card: The agency shall provide "Identity cards" to Nigam marshals, as approved by RMC. And after completion of contract the identity cards of the clean-up marshal should be collected and destroyed in presence of RMC authority.
- 2.13 All the marshals shall be compulsorily be in complete uniform as approved by RMC and also prominently display their I-card. The marshal must maintain good behavior at all times during the work period.
- 2.14 The agency desirous to use high tech equipment will be permitted to do so.
- 2.15 The Personnel of these agencies will have normal tools and tackles like whistles, sticks and camera etc. They should make their own arrangement of safety while dealing with the notorious, antisocial people.
- 2.16 RMC reserves the rights to assign the detail responsibilities to the agency after selection.

- 2.17 RMC will help in making agency known to the public that it is authorized to collect spot fines on behalf of RMC
- 2.18 Necessary training and capacity building will have to be done of the clean-up marshal prior to starting the work. In house training of Cleanup marshals shall be carried out by the agencies regarding knowledge of Byelaws, Personality Development and tackling challenges in field on regular at least ones in 3 months.
- 2.19 All the complaints regarding clean up Marshall will be addressed by complaint supervisor appointed by Security agency in Presence of RMC authority.

### 3. FEES, EMD & PERFORMANCE SECURITY

The non refundable tender fee of this proposal is Rs. 5000 and EMD Rs. 100000/- which should be paid in the form of DD payable to Municipal Commissioner, Ranchi Municipal Corporation along with proposal. The EMD will be refundable. The agencies shall deposit an amount of minimum Rs.100000/- as a security deposit in the form of Bank Guarantee after the award of work.

### 4. PENALTIES

- 4.1) Non deployment of marshals as per schedule- Rs. 100 /- per day per ward.
- 4.2) Marshals not wearing prescribed uniform- Rs. 50/- per marshal per day.
- 4.4) Non submission of report of fine recovery to RMC of respective ward on alternate days shall be fined Rs.500/- per week

### 5. Termination of Contract

The contract of engaged firm/agency will be terminated, as decided by RMC under any or all of following situations:-

- If the performance of the engaged agency is found to be non-satisfactory and fall below benchmarks set up by RMC;
- If the engaged agency resorts to unfair practices in collection & recovery processes;
- Provides false information consciously regarding collection by its staff;

The engaged agency will be given a warning, in writing, and asked to improve performance. If performance is not improved within three months, RMC can replace such engaged agency after serving a written notice for termination of contract.

The contract can be terminated by written notice from either side in a period of one Month. However, during the currency of contract all parties shall discharge their due obligations. RMC reserves the right to cancel the contract due to non-performance by the agency under the contract and/or agency not abiding to the RMC instructions.

SCHEDULE - I

Penalties against the violation of Solid Waste Management Rules 2016 (in INR )

कृत्य	दण्ड की राशि, प्रत्येक बार किये गए कृत्य के लिए	
आवासीय भवनों के लिए	100	
दुकानदारों द्वारा कचरा डालने पर	1000	
रेस्तरां मालिको को खुला में कचरा डालने पर	2000	
होटल मालिकों द्वारा कचरा डालने पर	2000	
औद्योगिक प्रतिष्ठान द्वारा कचरा डालने पर	5000	
हलवाई चार्ट, फास्ट फुड, आईस्क्रीम, गन्ने का रस एवं अन्य जूस, सब्जी एवं फ्रूट आदि ठेला व्यवसायियों पर	100	
सार्वजनिक स्थान पर पेशाब करने वालों	100	
गोबर सार्वजनिक स्थानों पर डालने पर	1000	
निजी मकान, दुकान इत्यादि के निर्माण का मलबा, निर्माण सामाग्री, ईट, सीमेंट, लोहा, पत्थर सरकारी भूमि पर डालने	1000	
निजी ट्रैक्टरों द्वारा बजरी, कचरा, मलबा, गोबर इत्यादि परिवहन करते हुए नगर निगम सड़कों पर अपनी सामाग्री विखेरने व गन्दगी फैलाने पर।	1000	
सरकारी भवनों, चौराहों एवं शहर चारदीवारी की दीवारों एवं उनके गेटों पर निजी वाणिज्यिक प्रचार—प्रसार हेतु पोस्टर चिपकाने, स्लोगन लिखकार सरकारी दीवारें, ऐतिहासिक भवनों की सुन्दरता को खराब करने एवं बैनर्स लगाने पर उस संस्था के मलिक अथवा मौके पर पाये गये व्यक्ति से(प्रत्येक कृत्य पर)	2000	
बिना सक्षम स्वीकृति कि रोडकट करने पर	5000	
अपने मकानों का गन्दे पानी का निकास आम सड़क पर करने पर	5000	
अपने मकान भवन का सीवरेज कनेक्शन नहीं लेकर सीवरेज की गन्दगी आम नाली / नाले में बहाने पर	5000	

क्रमांक 02 से 06 तक वर्णित व्यवसायियों द्वारा अपने व्यवसाय स्थल का कचरा एकत्रित रखने के लिए निर्धारित ढक्कनदार कचरा पात्र आवश्यक क्षमता का नही रखने पर	2000
दुकानदार अथवा ठेला व्यवसायियों द्वारा सड़क पर बैठकर मिट्टी एवं पानी फैलाकर गन्दगी करने पर	1000
मीट की दुकानों के सामने दुकानदार द्वारा काटे गए जानवरों की हिडडियाँ, मलबा, मलीदा, खून, मुर्गे के पंख, अण्डों के छिलके इत्यादि सड़क/आम रास्तों में डालकर गन्दगी फैलाने पर	2000
खाली, सरकारी जमीन पर आम रास्ता, सड़क एवं मकान के सामने गाय, भैंस, बकरी, कुत्ते, भेड़, ऊँट, गधा, घोड़े, सुअर, इत्यादि पालतु जानवरों से गन्दगी फैलाने पर	500
शादी / विवाह स्थ्लों के बाहर कचरा डालने पर	5000
आम रास्ता, सड़क पर खुले में या टेन्ट लगाकर खुलेआम मांस—मछली पकाने व अंश सड़क पर डालने एवं गन्दगी फैलाने पर	2000
सार्वजनिक स्थान, जमीन एवं सड़क के किनारे बैठकर सब्जियाँ बेचकर छिलके एवं अंश सड़क पर डालने एवं गन्दगी फैलाने पर	100
हेयर कटिंग सैलून वालों द्वारा आम रास्ता एवं सड़क पर गन्दगी बाल इत्यादि डालने पर	100
दुकानदारों अथवा व्यवसायियों द्वारा आम रास्ता सड़क अथवा दुकानों के सामने की खाली, सरकारी जमीन पर अतिक्रमण कर भवन सामग्री डालकर व्यवसाय करने पर	5000
आम रास्ता, सड़क, फुटपाथ सरकारी जमीन पर अतिक्रमण कर भोजनालय, ढाबा चलाकर गन्दगी फैलाने पर	5000

## <u>Schedule - II</u>

S.no	Descriptions	Yes	No	If yes for documents proof the Regn. No. & validity of licence
1	Self attested one recent passport size Photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers.			
2	Self attested copy of PAN No. card Under Income Tax Act.			
3	Self attested copy of Service Tax Registration Number.			
4	Self attested copy of valid Registration No.of the Agency/Firm.			
5	Self attested copy of valid Provident Fund Registration Number.			
6	Self attested copy of valid ESI Registration Number.			
7	Self attested copy of valid Licence and Number under Contract Labour Act and under any other Act/Rules.			
8	Proof of Average Annual turnover.			
9	Proof of experience of five years of providing security services in reputed PSUs/Central/State Govt./Govt. local Bodies.			
10	Undertaking that bidder should not have been			

	blacklisted by any	
	PSUs/Central/State	
	Govt./Govt. local bodies.	
11	Proof of sufficient strength of	
	manpower.	
12	Proof of property details of the	
	owner/partner/establishment.	

# <u>Schedule - III</u>

## COMPANY/FIRM DETAILS

S. No	Particulars	Details	to be furnished		
Det	Details of the Bidder (firm/company)				
1.	Name				
2.	Address				
3.	Telephone		Fax		
4.	E-mail		Website		
Det	ails of Authorized person				
5.	Name				
6.	Address				
7.	Telephone		E-mail		
Info	Information about the company				
8.	Status of company (Public Ltd. / Pvt. Ltd.)				
9.	Details of Registration of firm/company (Provide Ref e.g. ROC Ref #) (enclose the necessary documentary proof)	Date			
10	Number of professionals				
11	Locations and addresses of offices				
12	Service Tax Registration Number				
13	Enclose Latest STCC				
14	Services provided by the company				

To,
The Municipal Commissioner,
Ranchi Municipal Corporation,
Kutchery, Ranchi,
Sub:- Implementation of Solid Waste Management Rules 2016 in Ranchi City
Sir,
I/We have read all the Terms & Conditions as stipulated in the above Expression of Interest and accepted the same.
Yours faithfully,
Signature of the Authorised Signatory/ Signatories
(Office Stamp & Telephone No. if any)

### **SCHEDULE - V**

## (COMMERCIAL PROPOSAL)

S.No	Description of Services	Inclusive all taxes	
		(Percentage in figure )	(Percentage In words)
1	Total fee in percentage against the total revenue collection monthly.		