



## RANCHI MUNICIPAL CORPORATION



### GENERAL CONDITIONS OF CONTRACT FOR MAINTENANCE OF ROAD MEDIANS, TRAFFIC ISLAND AND CIRCULAR GARDEN AT KHELGAON.

RANCHI



KUTCHERY ROAD, RANCHI – 834001  
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Tender Notice No:

Date :

### **TENDER NOTICE**

Ranchi Municipal Corporation (RMC) invites Tender for selection of service provider in One Cover System for the three years Maintenance and upkeep of Road Medians, traffic island and Circular garden at khelgaon 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](http://ranchimunicipal.com). Interested applicants may submit their proposals along with a Demand Draft of Rs. 10000/- (Ten 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                             | 11 <sup>th</sup> May 2017 at 11:00 AM   |
| 3     | Sale/Download date   | 11 <sup>th</sup> May 2017 from 2:00 PM to 17 <sup>th</sup> May 2017 upto 1:00 PM                          |
| 4     | Last date and time of Submission of proposal (Proposal Due Date) | 17 <sup>th</sup> May 2017 upto 2:00PM   |
| 5     | Opening of Proposal  | 17 <sup>th</sup> May 2017 at 3:00PM or thereafter   |
| 6     | Duration of services   | 03 years from the date of execution of agreement  |
| 7     | Earnest Money Deposit  | 1,00,000/- (One Lacs only)  |
| 8     | Cost of Bid Document   | Rs. 10,000/- in form of DD of any nationalized bank in favour of Municipal Commissioner, Ranchi Municipal |
| 9     | Validity of proposal   | 120 days from due date of Submission of proposal.   |

**Superintendent Engineer**  
Ranchi Municipal Corporation Ranchi

**RANCHI MUNICIPAL CORPORATION, RANCHI**

**Tender Document for Operation & Maintenance of Road Medians, traffic island and Circular garden at khelgaon.**

**SCOPE OF WORKS:**

1. The bidder has to supply all gardening materials, execute the plantation work of dead plants and maintain all the plants and lawns within the Road Medians, traffic island and Circular garden at khelgaon for three year.
2. Bidder has to keep his own work force for gardening & maintenance work.
3. Daily watering, Hoeing, weeding & all maintenance works shall be the responsibility of the bidder.
4. 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.
5. Planted flowers and plants (seasonal/Evergreen) should be maintained properly.
6. Dead plants and flowers should be replaced immediately with the prior approval of RMC authority.

**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 four thousand (4,000) 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.

**FINANCIAL TERMS:**

1. The bidder must have annual turnover of Rs. 50.00 lakhs in any year during preceding three (3) years.
2. The bidder will have to give the financial quote (unit price and total cost) of the Financial Bid as per Annexure II.
3. 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.
4. The bid cost shall be Rs. 10,000/= (Rupees Ten 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.
5. EMD of Rs. 1,00,000/= (Rupees one lacs only) as Bank guarantee, Fixed deposit (minimum validity for one year) in favour of **Municipal Commissioner, RMC** payable at Ranchi shall also accompany the Technical Bid.
6. 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 one bid systems: Technical Bid and Financial Bid.
2. Filled up Financial Bid will form the total Financial Bid of the Bidder.
3. The bidders have to submit the proposal with proper page no.

**BID DISPOSAL:**

1. After the technical evaluation, the bidders who are found non-responsive in the technical bid. The financial bid would not be entertained.
2. Final Bid shall be evaluated on following basis 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 may increase or decrease as and when required.
8. Payment of replaced dead plants and flowers will be done as per the L1 rate received in RMC, Ranchi.
9. Any damage to the RMC property caused during the maintenance operation shall be made good or compensated by the contractor/firm.
10. The tenderer shall submit detailed programme of the daily routine works like watering, weeding etc. along with the tender.
11. 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.
12. Proposal once submitted cannot be withdrawn.
13. The amount Quoted during the 1<sup>st</sup> year of maintenance period will be increased at an annual rate of 5% without any compounding. To clarify this, this amount during the 2<sup>nd</sup> year will be the 1<sup>st</sup> quoted amount + 5% escalation and during the 3<sup>rd</sup> year it will be the first years quoted amount + 10% escalation. The Security deposit of rest increased amount of 2<sup>nd</sup> and 3<sup>rd</sup> year will be submitted by the second party.

**Note:**

1. Location of Road Medians, traffic island, Circular garden and other materials at khelgaon is attached as per annexure I

**PAYMENT SCHEDULE:**

1. No advance shall be given.
2. 90% of the cost of maintenance work shall be paid on quarterly basis.
3. Rest 10% of the cost of maintenance work ( Security deposit) will be released after the completion of maintenance period.

**NEGOTIATION**

1. If it 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/-**  
**Superintendent Engineer**  
**Ranchi Municipal Corporation**

**(ANNEXURE- I)**

| <b>Sl. No.</b> | <b>Location of Road Medians, traffic island and Circular garden at khelgaon</b> | <b>Area</b>     |
|----------------|---|-----------------|
| <b>1</b>       | <b>2</b>  | <b>3</b>        |
| 1.             | Road medians from Khelgaon more to Khelgaon sports complex.                     | 2840 sqm        |
| 2.             | Triangular garden in front of khelgaon sports complex.                          | 230 sqm         |
| 3.             | Circular garden at khelgaon.  | 283 sqm         |
|                | <b>Total</b>  | <b>3353 sqm</b> |

**LIST OF PLANTS & OTHER MATERIALS AT THE SITE**

|          |                     |                   |
|----------|---------------------|-------------------|
| <b>1</b> | <b>2</b>            | <b>3</b>          |
| 1.       | 2" Dia pipe line    | 1.5 Km (approx)   |
| 2.       | Plastic water tap   | 35 nos            |
| 3.       | 2'6" Iron grill     | 2190 mtr          |
| 4.       | Arika Palm (Plants) | 600 nos (approx)  |
| 5.       | Seasonal flowers    | 3250 nos (approx) |
| 6.       | Key in Pipeline     | 6 nos.            |

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

**(ANNEXURE- II)**  
**FINANCIAL PROPOSAL**

| Name of Bidder's                                      | Quoted rate by the bidder for annual maintenance (Rs. in/sq meter) |
|---|--|
| <div>Name:</div> <div>Address:</div> <div>Seal:</div> | <div>-----/- (in words)</div>                                      |
|   |  |

**Sign of the bidder with proper seal.**

### Draft Agreement

This agreement has been signed on this .....2017 for maintenance and Upkeep of Road Medians, traffic island and Circular garden at khelgaon (As per annexure- I of RFP) within the jurisdiction of Ranchi Municipal Corporation, Ranchi.

#### **Between**

Ranchi Municipal Corporation, Ranchi through its Executive Engineer (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 ..... Ranchi 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 Road Medians, traffic island and Circular garden at khelgaon (As per annexure- I 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 Road Medians, traffic island and Circular garden at khelgaon (As per annexure- I of RFP) to the above said parties for the sum of **Rs ..... (Rupees in words) For Annexure I** which would be paid as per actual work completion of the supply Items which may Increase or decrease as per requirement and ...../- ( **Rupees in words** ) **for Annexure II per sqm for annual maintenance. (ie. ..../- per year)**

The amount Quoted during the 1<sup>st</sup> year of maintenance period will be increased at an annual rate of 5% without any compounding. To clarify this, this amount during the 2<sup>nd</sup> year will be the 1<sup>st</sup> year quoted amount + 5% escalation and during the 3<sup>rd</sup> year it will be the first years quoted amount + 10% escalation. The Security deposit of rest increased amount of 2<sup>nd</sup> and 3<sup>rd</sup> 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 Road Medians, traffic island and Circular garden at khelgaon 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 grills, railings of the said Road Medians, traffic island and Circular garden at khelgaon 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 Road Medians, traffic island and Circular garden at khelgaon 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 Road Medians, traffic island and Circular garden at khelgaon 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 Road Medians, traffic island and Circular garden at khelgaon.

That the employees engaged by the Second Party in the above said Road Medians, traffic island and Circular garden at khelgaon 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 Road Medians, traffic island and Circular garden at khelgaon 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.

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