



Office of the Ranchi Municipal Corporation

(Health Section)

Kutchery Road, Ranchi – 834001

Phone : 0651-2211215, Fax : 0651-2211777

E-mail: support@ranchimunicipal.com

Tender Notice No: 1581/15BM

Date: 18/07/18

SHORT RE-TENDER NOTICE

Ranchi Municipal Corporation (RMC) invites Request for proposal (RFP) for Operation & Management of Pay & Use Toilet blocks at eleven different locations in Ranchi Municipal Corporation area, Ranchi.

More details such as List of Toilet Blocks, Scope of Work, General Terms & Conditions etc. are provided in RFP document which can be seen & downloaded from website of RMC: www.ranchimunicipal.com.

Detailed Schedule of Bidding Process:-

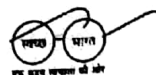
Sl. No.	Description	
1	Method of Selection proposal required	Highest experience in technical qualification
2	Publication of RFP Documents on Website	18-07-2018
3	Pre-bid meeting	20-07-2018 at 3:00 PM
4	Last date and time of submission of proposal (Proposal Due Date)	31-07-2018 upto 3:00 PM
5	Opening of Technical proposal	31-07-2018 at 5:00 PM
6	Duration of services	01 year from the date of execution of agreement
7	Earnest Money Deposit	Rs. 25,000/- (Twenty Five Thousand Only)
8	Validity of Proposal	180 days from due date of Submission of proposal.
9	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	The Municipal Commissioner, Ranchi Municipal Corporation Ranchi, Jharkhand 834001
10	Address where Bidders must submit proposal	Office of the Municipal Commissioner, Ranchi Municipal Corporation Kutchary Chowk, Ranchi, Jharkhand 834001

Municipal Commissioner,
Ranchi Municipal Corporation, Ranchi

Memo No:-1581/15BM./Ranchi, dated.18/07/18.....

Copy to:- Mr. Amit Kumar, GIS Specialist, RAY, Ranchi Municipal Corporation, Ranchi for information & publish above tender notice in minimum 03 daily hindi newspaper at DAVP rate.

Municipal Commissioner,
Ranchi Municipal Corporation, Ranchi





Memo No:-1581/SBM/Ranchi, dated...18/07/18.....

Copy to:- Mr. Rajesh Kumar, Computer Programmer, Ranchi Municipal Corporation, Ranchi for information & upload the above tender notice in RMC website.


Municipal Commissioner,
Ranchi Municipal Corporation, Ranchi

Memo No:-1581/SBM/Ranchi, dated...18/07/18.....

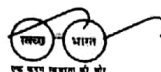
Copy to:- Engineering Section/Health Section, Ranchi Municipal Corporation for information & necessary action.


Municipal Commissioner,
Ranchi Municipal Corporation, Ranchi

Memo No:-1581/SBM/Ranchi, dated...18/07/18.....

Copy to:- Chief Engineer/Asst. Executive Officer/Asst. Municipal Commissioner/Asst. Public Health Officer, Ranchi Municipal Corporation for information & necessary action.


Municipal Commissioner,
Ranchi Municipal Corporation, Ranchi



REQUEST FOR PROPOSAL

Selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area



Ranchi Municipal Corporation

Ranchi, Jharkhand

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Ranchi Municipal Corporation (RMC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for RMC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. 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. RMC, its 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.

RMC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website www.ranchimunicipal.com.

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

Data Sheet

S. N.	Description	
1	Method of Selection proposal required	Highest experience in technical qualification
2	Last Date of Receipt of Pre-proposal Query	
3	Last date and time of Submission of proposal (Proposal Due Date)	
4	Opening of Technical proposal	
5	Duration of services:	01 years from the date of execution of agreement
6	Earnest Money Deposit	Rs. 25,000/-
7	Validity of proposal	180 days from due date of Submission of proposal.
8	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	The Municipal Commissioner, Ranchi Municipal Corporation, Ranchi, Jharkhand 834001
9	Address where Bidders must submit proposal	Office of the Municipal Commissioner, Ranchi Municipal Corporation, Ranchi, Jharkhand 834001

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Ranchi Municipal Corporation (RMC) intends to select a competent firm as service provider for operation, management and maintenance of pay & use toilet blocks at the 11 different locations in RMC area.

1.2 Here in this document the word "CLIENT" may be RMC or any other agency / department, nominated by the Government of Jharkhand on behalf of RMC for execution of this contract.

2 INVITATION TO SUBMIT PROPOSALS

Client invites detailed proposals from eligible Facility Management Service Providers ("Bidders") for providing Facility Management Services for the Project Area ("the Assignment"), in prescribed formats set out in this RFP.

3 MINIMUM ELIGIBILITY CRITERIA

The Bidders, participating in the Assignment shall be a single Business Entity, shall fulfill the following minimum eligibility conditions:

3.1 The bidder should have minimum 01 year of experience in operation, management and maintenance of public toilet blocks in India

And

3.2 The bidder should have minimum experience of operation, management and maintenance of 30 public toilet blocks in India

Note:

- (i) The Bidder must have experienced in similar nature of work.
- (ii) Notarised copy of Agreement / work order / Experience certificates issued by the client or any such appropriate document shall have to be provided towards proof of experience
- (iii) Self-declaration in form of affidavit shall be submitted by the bidders towards the extent / type of services being provided. If any part of such self-declaration is found to be false, the bidder shall be rejected or the agreement shall be terminated, if such findings are known after the execution of the agreement
- (iv) Any and all such bids shall be rejected in the event of non-submission of any of the above documents in the manner it is stated above.

3.3 Submission of Undertaking by the Bidder on the following:

- a) Never blacklisted, terminated by any client in Govt./PSUs.
 - b) The bidder was never cited by any regulatory agency for a safety violation in the last five years preceding the date of publication of this RFP
 - c) Any and all such bids shall be rejected in the event of non-submission of any of the above documents in the manner it is stated above.
4. For the purpose of this RFP document, a Business Entity shall mean a registered partnership firm / a company registered under the Indian Companies Act / a Society / a non-governmental organization (NGO) registered in India.
 5. No Consortium bid is allowed in any form.
 6. Any entity, which has earlier been barred by the Client, Government of Jharkhand (GoJ), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoJ/SG/Gol from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
 7. The RFP document can be downloaded from the web site www.ranchimunicipal.com and be used. Provided that while submitted the proposal it should be accompanied with a non refundable processing fee in the form of a crossed bank-draft of Rs. 5000/- (Five thousands only) from schedule bank of India in favour of the Municipal commissioner, RMC, payable at Ranchi. The proposal without processing fee should not be considered for evaluation.
 8. Client shall have the discretion to increase or decrease the scope of work under the assignment and also to appoint other services providers for providing services which is not in the scope of this RFP.
 9. Client intends to adopt a single stage bidding process for selection of Technical Service Provider for the Assignment. The ToR and the scope of services as set out herein
 10. The Proposals received from eligible technical Service Providers shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
 11. The Successful Bidder is required to enter into a Contract Agreement with Client. No monthly fees shall be paid by the RMC neither the service provider shall have to pay any monthly fee to RMC. RMC shall handover the service provider the right to earn revenue from the operation and management of toilet blocks, rate of which shall be fixed by RMC. Following user charges shall be applicable for the users during the first year of operation:

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

- a. Use of urinal: Free
- b. Use of water closet : Rs 5/- per use
- c. Use of Bathroom: Rs 7/- per use

The rate may be revised from time to time by RMC. The rates shall be clearly written and displayed by the service provider at the entry of the toilet block.

The right to earn revenue will be given to the service provider by RMC with the obligation to deliver the services as per the scope of services stated herein.

- 12. All types of advertisement rights reserved by RMC. In future RMC may use it as per its convenience.
- 13. The Agreement period shall be initially for One year which may be extended at the discretion of the Client on yearly basis. The agreement period may further be extended by mutual consent on negotiated terms. However, the Service Provider of the given Project Area shall continue to work till the handing over of charges to the other appointed agency by the Client.
- 14. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). Client reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.
- 15. The Annual Turnover of a bidder shall be minimum Rs. 15 Lakhs (Rs. Fifteen Lakhs) in last 3 Financial Years preceding the date of publication of this RFP.

15 EARNEST MONEY DEPOSIT (EMD)

- 15.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 25,000/- (Rs. Twenty Five Thousand only) in the form of a Demand Draft/Bank Guarantee issued from any nationalized or Schedule Bank in favour of the Municipal Commissioner. The EMD shall be valid for 210 days from the Proposal Due Date.
- 15.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder should be retained by the client as performance security.
- 15.3 EMD shall be forfeited in the following cases:
 - a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b) if the successful Bidder fails to execute the Contract Agreement within the stipulated time or any extension thereof provided by Client.

16 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 16.1 Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of Client will be uploaded in the website (www.ranchimunicipal.com), without identifying the source of inquiry.
- 16.2 At any time before the proposal due date the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (www.ranchimunicipal.com) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of Client only. In case there is a substantial change in RFP, Client will publish the revised RFP. Revised RFP will be uploaded in the website (www.ranchimunicipal.com) and the same should be submitted.

17 CONFLICT OF INTEREST

- 17.1 Client policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of Client. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:
- a) If a Service Provider combines the function of service with those of contracting and/or supply of equipment; or
 - b) If a Service Provider is associated with or affiliated to a contractor or manufacturer; or
 - c) If a Service Provider is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the Service

- Provider should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the Service Provider will limit its role to that of a Service Provider and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by Client in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Service Provider selected to undertake this assignment will contain an appropriate provision to such effect; or
- d) If there is a conflict among consulting assignments, the Service Provider (including its personnel) and any subsidiaries or entities controlled by such Service Provider shall not be engaged for the relevant assignment.

18 FRAUD AND CORRUPTION

Client requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Client:

- 18.1 defines, for the purposes of this provision, the terms set forth below as follows:
- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the Service Provider selection process or in contract execution;
 - (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) "collusive practices" means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a Service Provider selection process or the execution of a contract;
 - (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Service Provider selection process, or affect the execution of a contract; and
- 18.2 Client will reject a proposal for award if it determines that the Service Provider recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

- 18.3 Client will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Client-financed activities if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Client-financed contract; and
- 18.4 Client will have the right to require that, in Service Provider selection documentation and in contracts financed by the Client, a provision be included requiring bidders to permit the Client or its representative to inspect their accounts and records and other documents relating to Service Provider selection and to the performance of the contract and to have them audited by auditors appointed by the Client.

19. PREPARATION OF THE PROPOSAL

- 19.1 The proposal shall be in English language. The original proposal (Key submissions & Technical proposals) shall contain no interlineations or overwriting. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions and Technical proposal. All the documents should be Hard Bound.

- 19.2 a. Bidder's proposal (the proposal) shall consist of two (2) envelopes -

Envelope-1	Key submissions
Envelope-2	Technical proposal

- b). The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2
- c). The contents of the envelopes are set out below

20. Envelope 1: "Key Submissions"

The following documents shall be submitted in Envelope 1 –

- a) Letter of proposal in the prescribed format (**Appendix A**);
- b) A non refundable processing fee as a crossed demand draft to be enclosed for an amount of Rs. 5000/- (Five thousand) only drawn in favour of Municipal Commissioner, RMC on any schedule bank, Payable at Ranchi.
- c) Earnest Money Deposit for an amount of Rs.25,000/- (Rs. Twenty five

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Thousand only) in the form of a Demand Draft issued from any nationalize or scheduled bank in favour of the Municipal Commissioner, Ranchi Municipal Corporation, on any scheduled bank, payable at Ranchi. The EMD shall be valid for 210 days from the Proposal Due Date

- d) Power of Attorney for signing the proposal in the prescribed format (Appendix – B).
- e) RFP duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

20.1 Envelope 2: "Technical Proposal"

The following documents shall be submitted in Envelope 2 –

- a) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- b) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Facility Management Services (from commencement to Completion) should be supported by a certificate from an authority of the rank of General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, carpet area under facility management, fees as per the contract, date of commencement and date of completion of facility management services. In case the Project Carpet Area is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
- c) Annual Turn Over in the last three Financial years in form TECH - 3
- d) Submission of undertakings of following using Form TECH-4.
 - i. Never blacklisted, terminated by any client in India
 - ii. Affidavit stating no pending criminal cases with police station or judiciary
 - iii. The bidder was never cited by any regulatory agency for a safety violation in the last five years
- e) General approach and methodology, work and staffing schedule in form TECH-5. It should be in maximum ten (10) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.
- f) The bidder shall submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2

- 20.2** The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.
- 20.3** The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- 20.4** It shall be deemed that prior to the submission of the Proposal, the Bidder has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from Client; and
 - c. made a complete and careful examination of the various aspects of the Project.
- 20.5** Client shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

21 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 21.1** All the envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.
- 21.2** Proposals must be delivered at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by Client.

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

- 1.** From the time the proposals are opened till the time the contract is awarded, the bidder should not contact Client on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

2. No request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, Client will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - a. It is received by the proposal Due Date including any extension thereof;
 - b. It is accompanied by the EMD in accordance with the RFP document;
 - c. It is signed, sealed, bound and marked as stipulated in this RFP document;
 - d. It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal;
 - e. It contains all undertakings / declarations, as stated in this RFP
 - f. It contains all the information (complete in all respects) as requested in the RFP;
 - g. It does not contain any condition or qualification;
 - h. It is accompanied by D.D. of Rs. 5000/- non-refundable processing fee as specified in the RFP document.
4. Client reserves the right to reject any proposal which is non responsive.
5. Evaluation of Technical Proposal:
 - a. The bidder should have minimum 01 year of experience in operation, management and maintenance of public toilet blocks in India: The bidder having highest experience will be given 50 marks and other bidders having lesser experience shall be given lesser marks on pro-rata
 - b. The bidder should have minimum experience of operation, management and maintenance of 30 public toilet blocks: The bidder having highest experience will be given 50 marks and other bidders having lesser experience shall be given lesser marks on pro-rata

The bidders shall be ranked as per the score from highest to lowest. The bidder having highest score in technical evaluation shall be declared as preferred bidder and may be called for negotiation.

- 6 The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, Client shall declare the Preferred Bidder as the Successful Bidder. Client will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

7 The Successful Bidder(s) shall execute the Agreement within one week of the receipt of of LOA.

8 Failure of the Successful Bidder to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.

9 CONTRACT COMMENCEMENT DATE

The contract shall commence from the date of signing of Agreement However, the Facility Management Services under the Agreement shall commence from the date of deployment of the team at Ranchi at project location.

SECTION 3

APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS

CONTENTS

TITLE	APPENDIX/ FORM
Letter of proposal	APPENDIX A
Power of attorney for signing of proposal	APPENDIX B
Details of bidder (<i>on the letter head of the bidder</i>)	FORM TECH-1
Description of technical experience of bidder to illustrate qualifications	FORM TECH-2
Annual Turn Over	FORM TECH-3
Undertakings	FORM TECH-4
General approach and methodology, work and staffing schedule	FORM TECH-5
List of Eleven Toilet Blocks	APPENDIX C
Draft Agreement	APPENDIX D

APPENDIX A

LETTER OF PROPOSAL
(On Applicant's letter head)

Dated:

The Commissioner
Ranchi Municipal Corporation
Ranchi

Sub: Selection of service provider for O&M of toilet blocks at eleven different locations in RMC area.

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2 All information provided in the **proposal** and in the Appendices is true and correct.
- 3 This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 We certify that we have not been barred by the Client, Government of Jharkhand (GoJ), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoJ/SG/GoI from participating in its projects.
- 8 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance the RFP document;

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 10 I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 11 I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that no investigation by any regulatory authority is pending either against us or against any of our Directors/ Managers/ employees.
- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 15 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

- 17 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18 I/We offer and attach as specified EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) to the Authority in accordance with the RFP Document.
- 19 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
- 20 I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Date:

Place:

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of bidder

APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of Service Provider for providing Services for operation, management, maintenance of toilet blocks in the 11 toilet blocks in different locations in RMC area, by the Ranchi Municipal Corporation, (Client) (the "Authority") including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

FORM TECH-1

DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for Client with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pin code :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

3. Company/Firm Profile, Locational Presence in India.

Enclosure:

Notarised copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation
2. Enclose copy of any certification / accreditation / affiliation
3. Self-declarations / undertakings as required by this RFP

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

FORM TECH-2

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS (NOT TO EXCEED THREE PAGES FOR EACH PROJECT)

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

(1)	Project Name:	
(2)	Project Location / name of municipal corporation:	
(3)	Built-up Area under the scope of services for the Project (square feet):	
(4)	Name of Client:	
(5)	Start Date (Month/Year):	
(6)	Whether work is ongoing (Yes / No):	
(7)	If completed, date of completion: (DD/MM/YYYY)	
(8)	Detailed Narrative Description of Project Building:	
(9)	Detailed Description of Actual Services Provided by the firm:	
(10)	Professional Staff Provided by the Firm: Number of and categories of Staff:	
(11)	Value of Services (INR) per year:	

Note: The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation -

- a. Above Experience should be supported by a certificate from the by the authorised signatory of the client, in the event of services are provided under operation and management contract. The certificate from the client should clearly set out the name of the project, activities undertaken and the built-up area in Sq feet. under the scope of services.
- b. Self declaration shall be enclosed in event of services are managed by the owner

ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS

Financial Year	Turn Over (Rs. in Lacs)
2017-18	
2016-17	
2015-16	

Note:

1. The Audited Financial Statement should be submitted by the bidder
2. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant, stating its membership number. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation

UNDER TAKINGS

Submission of Undertaking by the Bidder on the following:

- a) Never blacklisted, terminated by any client in India
- b) The bidder was never cited by any regulatory agency for a safety violation in the last five years
- c) Affidavit stating no pending criminal case in any police station or judiciary
- d) Other undertakings as required under this RFP

Undertakings shall be prepared by the bidder in its letter head and shall be notarised Submission of above undertakings is mandatory

GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE

- a) Brief outline of implementing Property Management services at site. Do you have a special start up team for transition? Describe its role and composition.
- b) Management structure and delivery mechanism you will put in place to deliver the required services to Client.
- c) How you will implement this contract.
- d) Implementation team and what functions each team will be responsible for.
- e) Detailed implementation programme and what functions and interfaces you will require with Client.
- f) Any services that would not be available on the start date, stating the reasons why.
- g) Time line for recruitment and providing training to the human resources
- h) Methodology for maintaining hygiene in the service area and among the manpower deployed
- i) Methodology for maintaining the environment / waste handling
- j) Methodology for maintaining implementing safe working procedure and training of deployed manpower on safe working practices



List of Toilet Blocks

S. No	Name of Toilet Blocks	Total Number of Seats
1	Lem Basti, Manda Tand	10
2	Bargain, Pahan Toli	10
3	Booti Basti, Dhobi Mohalla	10
4	Chunna Bhatta, Near Govt. School	10
5	Khelgaon Chowk, Near Ward Councillor Office	10
6	Hotwar, Near Khelgaon	10
7	Maulana Azad Colony, Lowadih	10
8	Shalimaar Market, Dhurwa	10
9	Satranji Bazar, Hatia	10

Following CT will be available for Operation & Maintenance after the completion of currently engaged vendor as per the agreement (From 01-02-2019).

S. No	Name of Toilet Blocks	Total Number of Seats
1	Birsa Munda Bus Terminal, Platform no-1	10
2	Birsa Munda Bus Terminal, Platform no-19	10



APPENDIX D

**TERMS OF REFERENCE AND SCOPE OF SERVICE PROVIDER FOR OPERATION,
MANAGEMENT, MAINTENANCE OF TOILET BLOCKS AT KHADGARA BUS
STAND**

I. SCOPE OF WORK

1 Objective:

The purpose of this document is to lay down the scope of services for Service Provider for operation, management, maintenance of toilet blocks at eleven different locations in RMC area at its cost with all manpower and consumables

2 Scope of services

- a. Operate, manage and maintain the toilet blocks having following details:
 - o Urinals: _____
 - o Water closet: _____
 - o Wash basins: _____
- b. Integrated Services and security of the toilets to ensure free from litter, garbage, mud, water logging, any foul smell, entry of animals and all other filth that affect the clean environment in and around toilets. It shall depute adequate personnel to ensure the objectives.
- c. Toilet shall be washed, wiped after every hour (24 x 7 hours).
- d. Pest Control

3 Operation & Maintenance of utilities, services, and equipment-Broad Outline

This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the equipment's. Required Preventive Maintenance will be carried out for the equipment's at the facility.

3.1 Manpower

- i. To provide and maintain efficient engineering services in the premises by deploying sufficient number of trained experienced and competent technical personnel.
- ii. All statutory requirements like PF/ ESIC will be met with, if applicable
- iii. Necessary training to staff will be provided by Service Provider on site as per the schedule prepared well in advance and also as and when required in between.
- iv. Carry out day to day activities that include operations and monitoring of services
- v. The manpower will be trained in soft skill and good manners. The manpower shall maintain good hygiene, cleanliness and in clean uniforms

3.2 Detailed Scope of Work (Technical Services)

- i. Scour, wash and clean all basins, bowls and urinals, including tile walls and partitions near urinals. Special attention must be taken to inspect and clean areas of difficult access, such as the underside of toilet bowl rings and urinals, to prevent building up of calcium and iron oxide deposits. Wash both sides of all toilet seats and wipe dry. Toilet seats to be left in an upright position. The bidder should have to ascertain the cleanliness up to the mark at any cost 24 x 7 hours (Zero tolerance limit)
- ii. Pest Control four times in a year
- iii. **Restrooms - Daily Service**
 - a. Dust and clean restroom signage and doors.
 - b. Vacuum all restrooms vestibules and remove spots.
 - c. Wet mop and disinfect tile floor, paying particular attention to areas under urinals and toilet bowls.
 - d. Clean alkaline deposits and soap spills from floor tile grout.
 - e. Wash and disinfect all basins, urinals, and toilet bowls.
 - f. Clean underside rims of urinals and toilet bowls.
 - g. Wash both sides of toilet seats with soap and water and disinfect.
 - h. Empty, clean, sanitize, and polish all paper dispensers, replacing liners as necessary.
 - i. Clean and polish all mirrors.
 - j. Dust ledges and base boards.
 - k. Damp wipe, polish, and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean-out covers, and door knobs.
 - l. Spot clean with disinfectant all partitions and tile walls. (report any graffiti and remove if possible)
 - m. Fill all toiletries in the rest room and track record of consumption.
 - n. Report all burned out lights, leaking faucets, running plumbing, or other maintenance needs.
 - o. Janitor carts will not be brought into restroom areas or used to prop open doors.
 - p. Restroom doors will be propped open with a rubber stop, and a sign indicating "restroom closed for cleaning", will be placed outside.
- iv. **Restrooms - Semi Weekly (twice per week)**

Pour clean water down floor drains to prevent sewer gas from escaping.

v. Restrooms - Weekly Service

- a. Wash down all enamel walls.
- b. Wash all waste containers and disinfect.
- c. Clean and polish all doors, door plates, and hardware.

vi. Restrooms - Monthly Service

- a. Wipe clean all ceilings, lights, and fixtures.
- b. Strip wax and apply new wax to tile floors.
- c. Shampoo, as needed and clean vestibule carpet if any.
- d. Detail all toilet compartments and fixtures.
- e. Brush and clean all grills and vents.

vii. Toilet cleaning

- a. Thorough cleaning of Basins
- b. Thorough cleaning of WC(s)
- c. Thorough cleaning of Urinals
- d. Cleaning of fittings
- e. Removal of Graffiti
- f. Supply/Replenish of consumables
- g. Thorough cleaning of showers
- h. Thorough cleaning of bathroom fittings/Furniture
- i. Thorough cleaning of exhaust fans/vents
- j. Moping with neutral detergents
- k. Cleaning of wall area up to sill level
- l. Thorough Cleaning of mirrors for any finger prints/dirt

viii. General Requirements

- a. Apply for electricity meter to state electricity company and get the same fixed at its cost. Pay monthly electricity bills
- b. Apply for water meter to RMC and get the same fixed at its cost. Pay monthly water bills at the applicable rates (tentative unit rate Rs. 5/- per Kilo litre of water)
- c. It will not store any illegal or prohibited material
- d. Pay for the sub-meter for the power backup and also pay for the generator charges as per usage a per applicable rates

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

- e. Service Provider shall provide sufficient staffing coverage to provide services as documented in the base contract specs.
- f. Service Provider employees are expected to be uniformed and present a professional appearance at all times. Service Provider will provide labour, training and management of the staff at our locations. Service Provider will provide detailed job descriptions for all positions as well as proposed manpower broken out overall and per shift.
- g. Service Provider's employees must be able to understand and respond to emergency instructions from Emergency Response Team members and Public Address notifications.
- h. Service Provider shall strive to meet requests within the parameters established by the Client. Service Provider to jointly develop and meet Client's expectations in the facilities appearance & cleanliness.
- i. Service Provider must be able to respond to short notice for special projects or requests, as needed, clean-ups, for special events.
- j. While on site, breaks and lunch must be taken in designated areas only.
- k. smoking is strictly prohibited as per ruling of Supreme Court in public places. This policy is in effect at all times.
- l. No radios, cameras, cassette/CD players, or any other electronic will be allowed while working outside.
- m. Staff / personnel of Service Provider should not bring any electronic device that is a threat to the overall security of the premises, this includes mobile phones with camera and / or Bluetooth, cameras, and pen drives, such devices if un-avoidable will be declared at the security post.
- n. Business telephone usage of employees will be limited. Exceptions will be made for emergencies.
- o. There shall be NO IMPACT to any Client facility or system resulting from services rendered by Service Provider under this Scope of Work.

ix. Reporting requirements

a) Management Reporting

Within Seven days after the completion of the month, Service Provider is required to provide a Monthly Management Report to Client outlining list of users and revenue collected for that month. The format, which shall contain performance measurable, is to be agreed between Client and Service Provider.

b) Incident Reporting

Service Provider will be required to report all Accidents (both EH&S and M&E) to Client immediately. A preliminary report is required within six (6) hours for incidents/accidents involving any interruption to services / injury of any person.

Request For Proposal for selection of Service Provider for operation and management of pay & use toilet blocks at eleven different locations in RMC area

- a. Impact
- b. Corrective Action (even if only temporary)
- c. Nature of the Incident/ Accident
- d. Time, Location
- e. Injuries
- f. Description of how the Incident occurred
- g. Witness descriptions
- h. Recommendations to ensure Incident does not re-occur X

X. General Requirements

i. Statutory Compliance

The Service Provider would need to ensure that the all the statutory requirements operating building are in force and adhered to. These may include (but not limited to)

- a. Contract labour
- b. Pollution control board
- c. Electrical Inspectorate
- d. Any other aspect of occupying buildings and managing outsourced/vendor employees.

xi. Requirement of Consumables

The Service provider shall procure and shall maintain adequate stock of Consumables to ensure uninterrupted and good quality services at all times at its cost.

Draft Agreement

THIS AGREEMENT ("Contract Agreement") is made on the ____th day of ____, 2018 at Ranchi.
BETWEEN:

Ranchi Municipal Corporation (RMC) (hereinafter referred to as "Client" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

____ LIMITED, a company incorporated under the provisions of the Companies Act, 1956¹ and having its registered office at ____ (hereinafter referred to as the "Service Provider") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

Client and the Service Provider are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

- A. ____ (Client) is a _____, nodal agency / department, appointed by the Government of Jharkhand for this contract.
- B. In response thereto proposals were received from several persons including the Service Provider. After evaluating them, the Proposal submitted by the Service Provider has been accepted and Letter of Acceptance No. ____ dated ____ was issued.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between Client and the Service Provider. The Service Provider, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

¹ Necessary changes would be made in case the Service Provider is a Partnership Firm or sole proprietorship firm

2. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

2.1 Performance Security

The Authority shall retain by way of performance security (the "Performance Security"), an amount of Rs. 50,000/- (Fifty Thousand only), to be appropriated against breach of this Agreement or for recover of liquidated damages as specified herein. The balance remaining out of the Performance Security shall be returned to the Service Provider at the end of 3 (three) months after the expiration of this Agreement.

2.2 Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

2.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated.

2.4 In the event of total default / failure by the Service Provider in providing the Services, Client reserves the right to get the Services executed by any other Service Provider at the cost and risk of the Service Provider.

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

4.1 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.

5. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4.1 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in this agreement
- (iii) any right, which a Party may have under the Applicable Law.

6. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4.1 or Clause 4.2 hereof, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall handed over the site to the client.

7. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- a) provide the Services in accordance with ToR as set out in Schedule I;
- 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) 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.

8. CONFIDENTIALITY AND PUBLICITY

The Service Provider and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Service Provider's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to Client or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of Client.

9. SERVICE PROVIDER'S REPRESENTATIVES

The Service Provider Coordinator shall be the representative of the Service Provider and shall have authority to act on behalf of the Service Provider for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

10. INDEMNITY AND INSURANCE

- 10.1 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.
- 10.2 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.

- 10.3 The service provider shall indemnify at all times, the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Service Provider of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Service Provider.
- 10.4 The service provider shall indemnify, protect and defend, at Service Provider's own expense, Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of Service Provider's failure to exercise the skill and care required under this agreement, provided, however: that Service Provider is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on Service Provider's liability shall be limited to ETBA approved by Client except that such ceiling shall not apply to actions, claims, losses or damages caused by Service Provider's gross negligence or reckless conduct;
- 10.5 In addition to any liability service provider may have under this agreement service provider shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of service provider's failure to exercise the skill and care.

11. FORCE MAJEURE

- 11.1 If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.
- 11.2 The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

- 11.3 In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

12. OTHER CONDITIONS

- 12.1 In the event Client desires the Service Provider to perform such additional services which are not within the Terms of Reference, the Service Provider shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

13. 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 judgements, 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.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Ranchi shall have jurisdiction over all matters arising out of or relation to this Agreement.

15. DISPUTE RESOLUTION

15.1 Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

16. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

17. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.
- iv Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

18. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

19. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.

20. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

21. VARIATIONS

Client may, by written notice to the Service Provider, direct the Service Provider to vary the scope, sequence or timing of the Services and the Service Provider shall be bound to comply with that direction. All such variation shall be in writing.

22. SPECIAL CONDITIONS

22.1 Admission to site by Service Provider to ascertain his own information.

22.1.1 The Service Provider shall contact the Management for the purpose of inspection of site and relevant documents other than those sent herewith, who will afford reasonable facilities for the purpose. The Service Providers shall also make themselves familiar with working condition accessibility of site (s), availability of materials and other cognate conditions which may effect the completion of the entire work under this contract safely and economically.

22.1.2 The Service Provider shall be deemed to have visited the site (s) and made themselves familiar with the working conditions whether they actually inspect the site (s) or not.

22.2 Security

- 22.2.1 The management shall at his discretion have the right to issue passes as per rules and regulations in force to control the admission of the Service Provider, his agents, employees, and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the management or the authorities concerned and in any case on completion of work or staff leaving the job.
- 22.2.2 The Service Provider and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/area, in which the work is to be carried out e.g. Prohibition of smoking and lighting, fire precautions. Search of persons on entry and exit keeping to specified routes, observing specified timing etc. Nothing extra shall be admissible for any man-hours etc. lost on this account.

22.3 Minimum wages payable

- 22.3.1 The Service Provider or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India and govt of Jharkhand for application in Client.
- 22.3.2 The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.

22.4 Co-operation with other agencies

The Service Provider shall permit free access and generally, afford reasonable facilities to other agencies or departments, workmen engaged by the Ministry to carry out their part of the work, if any under separate arrangements.

22.5 Service Provider's representatives and workmen

The Service Provider shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work. If for reasons of technical collaboration or other considerations, the employment of any foreign national is unavoidable, the Service Provider shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his offer and permission could be considered case to case basis on its merits.

22.6 Code of Conduct

- 22.6.1 The Service Provider or an experienced supervisor engaged by the Service Provider shall personally visit installations under operation daily in every shift and ensure PPM is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the Service Provider in such a manner that all services are manned, operated by 24 X 7 hrs basis or as ordered by management.

22.6.2 Service Provider shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services. shall be followed. Draft SOPs, Check Lists, PPM Schedules shall be forwarded to Management for approval before they are placed at site for application within month of acceptance of LOL.

22.7 Compliances

The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.

22.8 Warranties

The Service Provider warrants that it has and shall exercise all reasonable skill care and diligence in carrying out its obligations under this Tender and shall provide the Services strictly in accordance with the scope of services.

22.9 Personnel

- a. The Service Provider shall recruit, hire, train, supervise and direct employees working in the Services operation. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.
- b. The Service Provider shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Tender. The Service Provider shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to Client, any personnel whom Client considers lacking the necessary competence or with whom Client finds it difficult to collaborate.
- c. The Service Provider will have to ensure compliance with all labour laws / regulations before a contract can be signed. This will include obtaining appropriate license, PF/ESI registration, staff employment letters etc. The Service Provider will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices. The Service Provider will ensure that the total number of staff deployed at any property is agreed with Client beforehand and this number is not changed without mutual Tender in writing.
- d. The Service Provider shall ensure that all employees assigned by the Service Provider to perform development of the Services are employees of the Service Provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between Client and Service Provider's personnel.
- e. The Service Provider should ensure police verification of every manpower before recruit them.
- f. The Service Provider shall give preference to the local manpower for employment subject to proper skills and qualification.

22.10 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. All Service Provider workmen should be provided with a uniform and shall work within the Client premises in their prescribed uniform.
- c. The Service Provider shall ensure that no access (passages / access to emergency apparatus / exits) is blocked.
- d. 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.
- e. The Service Provider must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.
- f. The Service Provider must take prior permission from Client manager before working on plant services such as water lines or electricity.
- g. The Service Provider should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.
- h. All workmen of the Service Provider or their sub-contractors must have valid identifications cards issued by the Client shall display at all times during duty hours.

22.11 Environmental and Ethical Issues of the Maintenance Services

- a. The Service Provider shall inform the Client of all substances and compounds used in the performance under this Tender, which are or may be categorized as hazardous to health, safety, security or environment.
 - b. Both parties shall comply with all legislation, regulations, order and laws relating to health, safety, security or the environment, including but not limited to, Indian Government environmental rules for environmental management and Client Environmental Policy, which policy is available from Client upon request. Both parties may, where appropriate, request improvements in the other party's practices to ensure compliance with the said principles.
- Service Provider shall strive to implement an environment management system (EMS) based on the basic principles of ISO 14001 standard or other equivalent standard. Service Provider agrees to act in the spirit of internationally recognized social and ethical standards and Client's respective policies.

RANCHI MUNICIPAL CORPORATION	
Signature	Signature
Name:	Name:
Designation:	Designation:
Seal:	Seal:
Witness:	
1.	2.