



No.DAC/ADM/871/21/2015
High Commission of India, Dhaka
Administration Wing

Dhaka , dated 21.6.2018

NOTICE INVITING TENDER

High Commission of India, Dhaka invites sealed tenders under two bid system from registered and authorized firms/ service agencies for 'Annual operation and Comprehensive Maintenance Contract of swimming pool and providing life guard, trainer, cleaning & security of swimming pool situated at the Sports Complex, High Commission of India, 1-3 Park Road, Baridhara, Dhaka'.

2. The tender document can be downloaded from the websites , <http://www.hcidhaka.gov.in>, <http://www.eprocure.gov.in> and <http://www.mea.gov.in> from 22.6.2018 onwards. The document may also be purchased from the office of Head of Chancery, HCI, Dhaka on payment of BDT 500 (BDT five hundred only) **IN CASH** (from Sunday to Friday from 1000 hrs to 1600 hrs). In case, a firm has downloaded the tender document from the official websites mentioned above, it must ensure that the requisite tender fee is enclosed in the form of an Account Payee Demand Draft from any of the commercial banks in favour of "High Commission of India, Dhaka" along with its technical bid, failing which the tender will be treated as incomplete and will be ignored. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the High Commission of India, Dhaka, i.e., www.hcidhaka.gov.in.

3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single enveloped superscribed as "Tender No.DAC/Adm/871/21/2015 for AMC for Swimming Pool". The envelope should then be dropped at the Reception of the High Commission of India, Dhaka at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (11.7.2018, till 1700 hrs)) under any circumstances.

4. The Earnest Money Deposit (EMD) of BDT 25,000/- (BDT Twenty five thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "High Commission of India, Dhaka" is required to be submitted alongwith tender bids.

5. The bidders have an option to submit, in lieu of EMD of BDT 25,000, a signed Undertaking to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India.

6. The Technical Bids will be opened on 12.7.2018 at 1600 hrs by a Committee authorized by the Competent Authority of the High Commission. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on 28.6.2018 between 1500 hrs to 1530 hrs. For any queries, please write to projects.dhaka@mea.gov.in.

7. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

Tel No +880-02-55067330

(Tseten Nordon Cargyal)
Second Secretary (HOC)

LETTER OF BID

Dated: , 2018

To
Smt. Tseten Nordon Cargyal
Head of Chancery
High Commission of India,
Plot 1-3, Park Road, Baridhara
Dhaka-1212.

Ref: Invitation for Bid No. DAC/ADM/871/21/2015 dated 21.6.2018

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

We offer to execute in conformity with the Bidding Documents for AMC for the Swimming Pool at the Sports Complex of the High Commission of India, Dhaka.

Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

If our bid is accepted, we commit to submit a Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory
(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the High Commission of India, Dhaka shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.

1.2 The tender documents can be downloaded from the websites of <http://www.hcidhaka.gov.in>, <http://www.eprocure.gov.in> or <http://www.mea.gov.in> from 22.6.2018 onwards. The last date of submission of bids is 11.7.2018 till 1700 hrs.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.6 The bidder has the option that in lieu of the EMD, it can submit an a judicially valid Undertaking to the effect that if the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contract and it fail to sign the contract, or to submit a performance security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India, Dhaka.

1.7 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Dhaka.

1.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the High Commission of India, Dhaka. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. SCOPE OF WORK, SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS

2.1 Specifications

Size of swimming pool -	Length:	78 feet
	Breadth:	44 feet
	Depth:	3 feet – 3.6 feet – 4.8 feet

2.2 Scope of AMC

- i) Cleaning, maintenance and ensuring safety measures of swimming pool.
- ii) Providing supervisor, life guards, cleaning and security staff
- iii) The tenderer has to submit fortnightly report of the work executed by him.
- iv) The tenderer has to maintain all the required Registers, Visitors books, etc. and same shall be submitted for checking to the representative of the Client (High Commission of India, Dhaka).

2.3 General Terms and Conditions

- i) The work will involve providing skilled personnel for swimming pool everyday from 6.00 am to 8 pm by means of shift basis (morning shift from 6 am to 1 pm and afternoon shift from 1 pm to 8 pm) including Fridays, Saturdays and Holidays (365 days). The minimum manpower needed is as follows:-

SI.No.	Description of work/designation	Number of persons
1.	Pool Manager/Supervisor	1
2.	Lifeguard (Female)	2
3.	Lifeguard (Male)	2
4.	Pool cleaners	2
5.	Night watchman	2

- ii) All the floating dirt should be removed from the swimming pool twice daily.
- iii) Suction sweeper bottom cleaner should be operated daily to remove settled dirt from pool floor for maintaining cleanliness and hygiene in swimming pool.
- iv) Water levels should be maintained at appropriate levels always in pool.
- v) Backwashing of the filters to be carried out as per the requirements.
- vi) Water samples should be taken and tested for residual chlorine and pH parameter and Chlorination treatment with other chemical dosing treatment will be administrated as per water parameters. This should be done on a weekly basis.
- vii) After dosing, the parameters should be rechecked and a record of residual chlorine and pH should be maintained in the log book.
- viii) The record of day to day operations and maintenance along with the availability of chlorine and other chemicals should be recorded in the log book so as to maintain proper stock of material.
- ix) If water is found untreated, at any time, a penalty of BDT 4,000 will be charged per day.

- x) No child labour should be employed.
- xi) The AMC contractor will clean the premises and surrounding areas daily in order to keep swimming pool in perfect hygienic condition.
- xii) The AMC contractor will provide qualified and sufficient members of trained life guards as per standard norms.
- xiii) All employees have to wear neat and clean uniform and have to maintain perfect discipline while on duty as well as within the High Commission premises.
- xiv) The contractor shall maintain the pool and movable properties like fixtures, cleaning equipment, and electrical installation, etc in good condition and shall handover all the articles/equipment entrusted to him in good condition at the end of the contract period.
- xv) The AMC contractor shall compensate the High Commission of India, Dhaka for any damage or loss if found to such properties with the replacement value as decided by HCI, Dhaka either in cash or DD in favour of the Head of Chancery, High Commission of India, Dhaka. In case if he fails to pay the amount decided by the HCI, the same will be recovered from the Security Deposit.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

(a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Dhaka. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

(b) Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.

(c) Experience: The Bidder shall have experience of undertaking AMC for Swimming Pools in Bangladesh for at least last three years.

(d) Company profile and information regarding its key personnel: The bidding company shall also include in its bid, as per proforma at Annexure-6 of this document, details about the company and about its key personnel.

3.2 Documents supporting the Minimum Eligibility Criteria:

(i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.

(ii) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.

(iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/ Public Sector Companies/reputed corporate organizations/ multinational companies/ international clubs shall be attached with bid document.

(iv) As proof of having fully adhered to minimum eligibility criteria at 3.1(d), copies of supporting documents for company profile/information about key personnel, including copy of National ID, may be provided along with Annexure-6 of this tender document.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of BDT 25,000/- (BDT twenty five thousand only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of “High Commission of India, Dhaka” has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Ministry in respect of any previous work shall be entertained.

4.3 In place of bid security, the Bidders may submit a Declaration to the effect that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before a stipulated deadline, they will be suspended for a period, as decided by the High Commission of India, Dhaka, from being eligible to submit bids for contracts with the High Commission of India, Dhaka.

4.4 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the High Commission of India, Dhaka.

4.5 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

4.6 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or

(c) fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.4 **SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on 09.4.2018 at 1500 hrs to 1530 hrs. The site address is High Commission of India, 1-3, Park Road, Baridhara, Dhaka -1212.

6. PREPARATION OF BIDS

6.1 **Language:** Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:

a. Technical Bid Submission Form duly signed and printed on Company's letterhead.

b. Contact Details Form (Annexure-6), duly filled and signed & stamped.

c. Earnest Money Deposit of BDT. 25,000/- or a judicially valid Undertaking in lieu of EMD

d. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.3 **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as "Envelope B- Financial Bid".

7. SUBMISSION OF BIDS

7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Plot 1-3, Park Road, Baridhara, Dhaka. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' Technical bid with EMD - Demand Draft or 'Undertaking'
ENVELOPE 'B' Financial Bid

7.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the High Commission, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

8.1 The Technical Bids (Envelope A), also containing EMD/Undertaking, shall be opened in the Conference Room of the Head of Chancery, HCI, Dhaka on 03.5.2018 at 1600 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope 'B') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.

8.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.

8.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

8.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

8.5 Absence of bidder or their representative shall not impair the legality of the opening procedures.

8.6 After opening of the Technical Bids and verifying the EMD amount/Undertaking, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

10. SECURITY DEPOSIT:

10.1 The successful bidder has to deposit an amount equivalent to one month AMC charges as Security Deposit. It may be paid by Bank Draft/Pay Order/Bank Guarantee in favour of 'High Commission of India, Dhaka', payable at Dhaka within fifteen days of the acceptance of the LoA. The Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the contractor. No interest shall be paid on the Security Deposit.

10.2 The Security Deposit will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

10.3 If the Contractor fails to provide the Security Deposit within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the HCI, Dhaka shall be free to make other arrangements at the risk, cost and expense of the Contractor.

10.4 On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' from the contractor and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the contractor, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by AMC for Swimming Pool

the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission.

12. PAYMENTS

12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor towards the AMC.

12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

12.3 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.

12.4 All payments shall be made in Bangladeshi Taka (BDT) by means of direct bank to bank transfer.

12.5 The Client shall be entitled to deduct in accordance with applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.6 The payment to the workers in accordance to minimum wages prescribed by the Govt of Bangladesh alongwith the statutory compliance Bonus is sole responsibility of the SP. In case of revision in minimum wages by the Government of Bangladesh, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Ministry.

12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Other Conditions, Force Majeure & Penalty Clause

13.1 The AMC Contractor should not sublet the work to any other agencies.

13.2 The contract can be terminated by the HCI, Dhaka for unsatisfactory service after giving notice to the contractor. The decision of HCI, Dhaka shall be final in this regard. The HCI, Dhaka may terminate the contract at any time, without assigning any reason and without giving any prior notice, if it so desires in their interest.

13.3 The contractor may at any time terminate the agreement without assigning any reasons after giving three months notice in writing. The Security Deposit will be
AMC for Swimming Pool

forfeited, if the contractor chooses to terminate the contract without giving three months notice.

13.4 On the expiry of the contract period, the contractor shall hand over all the articles given by the HCI, Dhaka in good condition, which were entrusted to him.

13.5 The contractor should provide suitable uniforms as approved for his personnel at his cost, and HCI Dhaka shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages and terms and conditions of work, etc. which are the sole obligation of the contractor. The Contractor shall ensure that the staff employed by him is properly, cleanly and neatly dressed and shall be disciplined and polite to the guests at all times. He shall furnish fitness certificate issued by the Medical Officer periodically of the employees and their antecedent should be verified by the police authorities.

13.6 If the contractor or his employees found any belongs of the swimming pool users which is left by them inside the pool should be handed over to the Reception Desk of HCI, Dhaka immediately.

13.7 The contractor shall provide insurance to cover all the deaths or injury occurring during swimming to his employees. A copy of the insurance certificate shall be submitted to the Head of Chancery, High Commission of India, Dhaka.

13.8 The contractor must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.

13.3 The contractor should submit precise profile of its key clients alongwith details of services provided.

13.4 In case the contractor fails in adhering to the daily maintenance requirements, and Mission has to make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

13.5 The contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The contractor would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such cleaners or to any third party.

13.6 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, the contractor would be intimated and would be required to take corrective measures promptly.

13.7 High Commission of India reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission in this regard shall be final and binding on all.

13.8 The bidder must have modern equipments, latest technical expertise for maintenance of the swimming pool.

13.9 Any wrong or misleading information will lead to disqualification.

13.10 The bidder shall deploy adequate manpower, equipment and resources to ensure proper maintenance of the swimming pool.

13.11 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

13.12 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the contractor in the Mission's premises as stated in the eligibility criteria.

Format for Submitting the Price Schedule

(To be submitted along with the financial bid in separate sealed cover marked as Envelope -B)

BID No. **DAC/Adm/871/21/2015**

Date:.....

To,

Head of Chancery
High Commission of India
Plot No. 1-3, Park Road
Baridhara
Dhaka – 1212.

TENDER for
Comprehensive AMC for Swimming Pool at the Sports Complex of High Commission of India,
Dhaka

Head of Chancery
High Commission of India
Dhaka.

Dear Madam,

Sub: Financial Bid for _____

I / We are submitting tender for the Annual operation and Comprehensive Maintenance Contract of swimming pool and providing life guard, trainer, cleaning & security of swimming pool situated at the Sports Complex, High Commission of India, 1-3 Park Road, Baridhara, Dhaka' against Tender Notice No. DAC/ADM/871/21/2015 dated 2.4.2018.

As part of the Bid, we hereby offer Figures.....(*In Words.....*) for providing AMC for the swimming pool of the High Commission of India, Dhaka. The above is inclusive of all the applicable taxes; fees, as per regulations.

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or black-listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

If any information or document submitted is found to be false / incorrect, High Commission cancel my / our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my / our firm and all partners of the firm, etc..

For and on Behalf of:

Signature (Authorized Signatory)

Designation:

Price Schedule

Sl.No.	Item of expenditure	Monthly (BDT)	Annual (BDT)
1.	Basic wages		
	Supervisor - 1		
	Lifeguards – 4		
	Cleaners – 2		
	Night Watchman- 1		
2.	Cost of uniforms		
3.	Other charges		
4.	Agency charges		
5.	Applicable taxes, if any		
	Total		

Note:

Above quoted price is complete in all respect, including applicable taxes as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorised Signatory)

Name :

Designation :

Company seal :

AMC for Swimming Pool

(On the letterhead of the bidding company)

The Head of Chancery
High Commission of India
1-3, Park Road, Baridhara
Dhaka.

UNDERTAKING

I, _____, of M/s. _____, having registered office at _____, do hereby undertake that my company, M/s. _____, will not withdraw or modify its bids from Tender No. DAC/ADM/871/21/2015 dated 02.4.2018 for the AMC for the operation and comprehensive maintenance of the swimming pool at the Sports Complex in the new Chancery Complex of High Commission of India, Dhaka' during the period of validity of the bids.

I further undertake to have understood that if my company _____ withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. _____ will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India, Dhaka.

Place :

Date :

Notification of Award

Contract No:
To:
[Name of Contractor]

Date:

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of Tk *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed
Duly authorised to sign for and on
behalf of *[name of Procuring Entity]*
Date:

Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[name and address of Employer]* (hereinafter called “the Employer”) of the one part and *[name and address of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka *[Contract price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

The documents forming the Contract shall be interpreted in the following order of priority:

the signed Contract Agreement;
the letter of Notification of Award
the completed Tender Submission Sheet as submitted by the Tenderer;
Work Methodology,
the priced Bill of Quantities as submitted by the Tenderer;
Scope of Work, and
Performance Guarantee

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature
Print Name

Title
In the presence
of
Name
Address

**PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)**

To,
Head of Chancery
High Commission of India
Dhaka

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by HCI, Dhaka M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and

Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bangladesh, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. _____ M/s. (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

HCI, Dhaka shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the HCI, Dhaka under any security(ies) now, or hereafter held by the HCI, Dhaka and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the HCI, Dhaka hereunder or of prejudicing right of the HCI, Dhaka against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the HCI, Dhaka and liabilities of the supplier arising upto and until date.....

Your right to recover the said sum of Tk. _____Taka_____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Tk _____ (Taka_____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Tk.....(in words)

This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee

We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorised Signatory

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	

Registered Office & Address	
Branch offices in (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.

Bidder information

AMC for Swimming Pool

(More detailed information on the following aspect may be given in typed form)

Business background

How many years has your firm been in business? How many years under its present business name?

Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.

Claims and Suits (Explain any “Yes” answers)

Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

Has your firm ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

Financial Information

Please provide copies of your firm’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.

How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.

Please list your top five (5) customers and indicate what % of your business they represent.

Who are your bankers?
