

No. DAC/ADM/871/13/2024
High Commission of India, Dhaka
(Establishment Wing)

Dhaka, November 06, 2024

NOTICE INVITING TENDER

High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms/agencies for providing Gardening services at the new Chancery Complex of the High Commission of India, Plot No. 1-3, Park Road, Baridhara, Dhaka-1212 as per details given in the tender documents.

2. The tender document can be downloaded from the websites <https://www.hcidhaka.gov.in>, <https://www.eprocure.gov.in> and <https://www.mea.gov.in> from 06.11.2024 onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted on the website of the High Commission of India, Dhaka, i.e. <https://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/871/13/2024 for AMC for providing Gardening services at the Chancery-cum-residential Complex”. 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 (27.11.2024, till 1700 hrs) under any circumstances.
4. The Earnest Money Deposit (EMD) of BDT 50,000/- (BDT Fifty 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 along with tender bids.
5. The Technical Bids will be opened on 28.11.2024 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 from 06.11.2024 to 27.11.2024 between 1500 hrs and 1700 hrs. For any queries, please write to hoc.dhaka@mea.gov.in, prop2.dhaka@mea.gov.in.
6. 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.

Sd/-

(Saloni Sahai)
First Secretary (HOC & DP)
E-mail: hoc.dhaka@mea.gov.in

LETTER OF BID

Dated:November, 2024

To,

First Secretary (HOC & DP),
High Commission of India,
Plot No. 1-3, Park Road,
Baridhara, Dhaka-1212.

Ref: Invitation for Bid No. DAC/ADM/871/13/2024 dated _____

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,

2. We offer to execute in conformity with the Bidding Documents for providing gardening services for the new Chancery Complex of High Commission of India at Baridhara, Dhaka.

3. 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.

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

5. 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.

6. 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,
Authorised 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)

DATES TO REMEMBER

Events	Date
Notice Inviting Tender	06.11.2024
Starting date for Tender submission	06.11.2024 (1000 hrs onwards)
Pre-bid Site visit <i>(Only with prior appointment through e-mail on hoc.dhaka@mea.gov.in and prop2.dhaka@mea.gov.in)</i>	06.11.2024 to 27.11.2024 (between 1500 hrs and 1700 hrs)
Last date of Tender Submission	27.11.2024 (upto 1700 hrs)
Opening of Technical Bids	28.11.2024 (1600 hrs)
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later

Section-1: INSTRUCTIONS TO THE BIDDERS

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.mea.gov.in> , <http://www.eprocure.gov.in> and <http://www.hcidhaka.gov.in> from 06.11.2024 till 27.11.2024.
- 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 bidding company may be a Limited / Private Limited/ Company registered under the relevant Acts. Bidding in the form of JV Consortium is not permitted.
- 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 thereunder, 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. MINIMUM ELIGIBILITY CRITERIA

- 2.1 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) The firm should have relevant license like labour license, etc. for the purpose of taking up horticulture/gardening work in Dhaka.
- (c) 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.
- (d) The firm must have a certificate of incorporation.
- (e) Experience: The prospective bidder must have qualified and experienced personnel in horticulture to undertake the gardening work professionally. The prospective bidder must be able to deploy one dedicated Horticulturist at the site with minimum qualification of Diploma/Degree in Agriculture/Horticulture or equivalent and three years experience of same field. Proof of personnel with qualification and experience to be furnished. The Bidder should have experience of providing horticulture/gardening services to Embassies /High Commissions/ Government Ministries /Departments /Public Sector Companies /5-star hotels/reputed corporate organization /multinational companies, during the last three years.
- (f) Firm must be equipped with requisite machine/tools to carry out the work.

2.2 Attested copies of documents issued by respective authorities, supporting the Minimum Eligibility Criteria mentioned at 2.1 (a) to (d), must be submitted along with the technical bid. Attested copy of manpower wages roll in support of available manpower in respect of the previous four quarters shall also be attached with the bid documents.

3. **EARNEST MONEY DEPOSIT**

- 3.1 The Earnest Money Deposit of BDT 50,000/- (BDT Fifty thousand only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of Head of Chancery, 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.
- 3.2 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.
- 3.3 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.
- 3.4 **The bids without Earnest Money Deposit shall be summarily rejected.**

- 3.5 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.
- 3.6 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.

4. **VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 4.2 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.
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. **PREPARATION OF BIDS**

- 5.1 Language: Bids and all accompanying documents shall be in English only.
- 5.2 **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, duly filled and signed & stamped.
 - c. Earnest Money Deposit of BDT. 50,000/-.
 - d. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above shall be attached with the technical bid.
- 5.3 Financial Bid: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. The Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

6. **SUBMISSION OF BIDS**

- 6.1 The Bidding firms have to submit the tender documents under two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted

to First Secretary (HOC & DP), Plot 1-3, Park Road, Baridhara, Dhaka by 1700 hours on 27.11.2024. 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 what so ever.

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

ENVELOPE 'A'	Earnest Money Deposit (EMD)
ENVELOPE 'B'	Technical Bid
ENVELOPE 'C'	Financial Bid

Other enclosures as required in this tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed with Name of Work and above Envelopes A, B, and C to be put in another sealed envelope with the name of work written on top. The envelope "A" containing EMD shall be opened first. Bidders who have submitted valid EMD as mentioned shall be considered successful for opening of Technical Bids. Technical bids (Envelope B) of successful bidders shall be opened immediately. Both EMD Technical bids envelopes shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Client. Opening of financial bid (Envelope C) will be undertaken thereafter.

6.2 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.

7. **BID OPENING PROCEDURE**

7.1 The Technical Bids shall be opened in the Chancery, HCI, Dhaka on 28.11.2024 at 1600 hrs before the Committee constituted by the Competent Authority of the High Commission of India in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

7.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

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

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

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

- 7.6 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Opening Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 7.7 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. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 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.
- 8.2 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.
- 8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

9 PERFORMANCE SECURITY (PS):

- 9.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of Head of Chancery, High Commission of India, Dhaka', payable at Dhaka in form of Demand Draft / Pay Order, within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 9.2 The Performance Security 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 until the final audit report on the account of SP's bill has been received and examined.

- 9.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Ministry shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 9.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

10 **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 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.

11 **PAYMENTS**

- 11.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made.
- 11.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 11.3 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.
- 11.4 All payments shall be made in Bangladeshi Taka (BDT) by means of crossed cheques.
- 11.5 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.
- 11.6 The payment to the workers in accordance to minimum wages prescribed by the Government of Bangladesh along with the statutory compliance Bonus is sole responsibility of the SP. In

case of revision in minimum wages by the Govt of Bangladesh, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Ministry

11.7 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.

12 **Other Conditions, Force Majeure & Penalty Clause**

12.1 The gardeners/workers provided by the Contractor should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the High Commission before deployment for work at Chancery complex.

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

12.3 The Company should submit precise profile of its key clients alongwith details of services provided.

12.4 If any gardener/worker is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.

12.5 In case the Contractor fails in adhering to the daily gardening requirements at Mission's premises, and Mission has to make alternative arrangements for gardening, then the Contractor would reimburse the cost of such arrangements.

12.6 The Contractor shall 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 gardeners/workers or to any third party.

12.7 In case of any complaint, either as regards the nature of service or as regards the behaviour of gardeners/workers on duty or otherwise, the Contractor would be intimated and would be required to take corrective measures promptly.

12.8 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.

12.9 Quotation should be valid for six months (180 days) which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the companies.

- 12.10 High Commission of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 12.11 The High Commission may, by written notice sent to the Contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the High Commission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 12.12 The bidder must have modern equipments, latest technical expertise for maintenance of gardens, lawns and related facilities, as has been defined in brief scope of work in Section 2 of this document. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipments owned by the company may also be furnished with the bid.
- 12.13 The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Govt. of Bangladesh. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.
- 12.14 Any wrong or misleading information will lead to disqualification.
- 12.15 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Contractor in this regard.
- 12.16 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 Contractor based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 12.17 Additional staff required other than specified shall be obtained on pro-rata basis.
- 12.18 Mission reserves the right to remove any person found unfit.
- 12.19 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.

Section-2: Scope of Work:

13.1 LAWN CARE

13.1.1 GRASS CUTTING: Regular grass cutting to be undertaken. The Contractor will be responsible for all equipment and fuels needed to complete this task.

13.1.2 EDGING: The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

13.1.3 TRIMMING: The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

13.1.4 WEEDING: The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the Client for all applications of weed killers.

13.1.5 The Contractor will prepare and maintain a Grounds Maintenance Plan which will show the method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair, etc.

13.2 PRUNING

13.2.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

13.2.2 The Contractor shall maintain a Grounds Maintenance Plan which shall, inter-alia, show the method, frequencies, and dates of pruning.

13.2.3 The Contractor shall prune all shrubs, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

13.2.4 The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

13.2.5 At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

13.3 REMOVAL OF DEBRIS: The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

13.4 WATERING:

13.4.1 The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the Client's permission to suspend watering to avoid too much water in the soil.

13.4.2 The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

13.4.3 The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

13.4.4 The Client shall furnish the supply of water.

13.5 FERTILIZER

13.5.1 The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

13.5.2 The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

13.5.3 The Contractor shall fertilize the lawn areas a minimum of two times per year/or as required under local conditions.

13.5.4 The Contractor shall apply weed killer once a year /or as required under local conditions. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.

13.5.5 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year/or as required under local conditions.

13.6 PEST AND DISEASE CONTROL:

13.6.1 The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the Client for all pesticides.

13.6.2 The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

13.7 HAZARDOUS AND TOXIC SUBSTANCES: It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

13.8 The Contract shall safeguard the lawns, bushes, hedges, tress, etc, within the scope of this contract from cats, rats, mongooses, cockroaches, etc. by taking suitable remedial measures to ensure that the lawns, bushes, hedges, trees, etc. are not damaged by these creatures.

13.9 The Contractor shall provide all necessary gardening supplies and equipment including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers, insecticides, pesticides, etc. and fertilizers to perform the work identified above. The Contractor will also provide ladders to access high trees for pruning/trimming.

13.10 The Contractor shall put seasonal plants in the lawn areas in and around the complex/ in new pots/ in the existing usable pots in the corridors/rooms of the Chancery building, as selected and instructed by the Client.

13.11 The Contractor must deploy one dedicated Horticulturist at the site who shall be responsible for on-site supervision of its workforce at all times.

13.12 The gardeners/workers should be provided with working uniforms to be worn during the entire working time, i.e. from 0800 hours to 1700 hours with lunch break from 1300 hours to 1400 hours.

13.13 The Contractor shall employ in consultation with the High Commission of India only those persons who are physically and medically fit and whose antecedents have been verified and cleared by the local police/Administration.

Section-3: Financial Bid

**No. DAC/ADM/871/13/2024
High Commission of India, Dhaka
(Establishment Wing)**

FINANCIAL BID

SI. No.	Category	Minimum number of workforce required	Number of workforce quoted by Bidder	Price per worker/super visor/manager/material & equipment per month	Total price
(a)	(b)	(c)	(d)	(e)	(d)x(e)
1	Manpower including one Horticulturist	As required (including one qualified horticulturist on site)			
2	Sundry Expenses/ Overheads	(Lump Sum)			
3	Management Fees	(Lump Sum)			
4	Service Tax/any other applicable taxes	(as applicable)			
Total{1+2+3+4+}					

Annual costing for the above items (Monthly value X 12) =

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents,
- (ii) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum-wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client,
- (iii) The charges shall be on 26 days a month basis (as per the norms of the Government of Bangladesh),
- (iv) The quoted consolidated monthly amount prices shall be inclusive of all charges and taxes. It shall also include cost of training and uniform etc.

Note:

- 1. Pricing break up for each of the above mentioned components must be given separately
- 2. Separate cost break-ups are necessarily to be submitted for each part of the financial bid. A separate sheet may be attached along with this Summary Sheet mentioning the break up for

each type of service. The bid will be rejected if pricing for each type of requirements like Manpower, chemicals, consumables, machinery, equipments, pest control etc are not quoted separately.

3. All the cost heads shall be inclusive of all applicable taxes as per Government Legislations. The amount quoted should constitute the landed cost of hiring an external agency towards Housekeeping Services in 'High Commission of India' for a period of Twelve Months. All rates shall be quoted for the corrected value into clear BDT.

Annexure-I
CHECK LIST

SI. No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Checklist ?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3	Have you enclosed the draft/pay order of BDT 25,000 as EMD?	
4	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
5	VAT Registration Certificate	
6	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Deptts?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
8.	Challan for payment of Tender fee	
9	Have your Technical Bid been prepared as per the requirements of the Tender?	
	FINANCIAL BID	
10	Have your financial Bid proposal duly filled in as per instructions?	
11	Have you quoted prices against each of the category, i.e. Manpower, agency fee, taxes, etc?	
12	Have you provided cost break ups for all components in the Financial bid?	
13	Have you attended pre-bid site visit/briefing?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorized signatory
of the Tenderer with seal of the firm/company

Name: _____

Mob No. _____

Date: _____

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX E-MAIL I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE No
4. MOBILE No
5. E-MAIL ID

Annexure-III
Contract Agreement

CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween High Commission of India, Dhaka (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Plot 1-3, Park Road, Baridhara, Dhaka of the One Part,
AND

M/s..... having its registered office at..... (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated 01.02.2017 for "providing Gardening services required at High Commission of India under Tender No. DAC/ADM/871/10/2016 dates 01.03.2017

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Contractor on.....for a total sum of.....[BDT.....Only] for providing Gardening services required at High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka.

AND WHEREAS the Client desires that the gardening services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the gardening services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing gardening services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Acceptance (LoA) issued by the Client;
Notice to Proceed (NTP) issued by the Client;
The complete Bid, as submitted by the Contractor;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

(Authorised Signatory)

Signed on Behalf of the High Commission of India

(Authorised Signatory)