

**Government of the People's Republic of Bangladesh
Office of the Executive Engineer
City PWD Division
15-Abdul Gani Road, Dhaka**

PROPOSAL DOCUMENT

Name of work:	Leasing out “Coffee Corner” and “Paddle Boat Operation” at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.
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Invitation for Proposal No: 126, Date: 16/07/2025

July 2025

Government of the People's Republic of Bangladesh
Office of the Executive Engineer
City PWD Division, 15-Abdul Gani Road, Dhaka
Phone: +8802223380663
Email: ee_city@pwd.gov.bd

INVITATION FOR PROPOSAL (2nd Call)

Memo No. 25.36.2600.130.00.000.00.126

Date: 16/07/2025

Proposals (in the form of both hard copy & E-mail submission) are invited for Leasing out "Coffee Corner" and "Paddle Boat Operation" at Ramna Park in Dhaka as per terms & conditions stated below and as mentioned in the proposal document.

01	Invitation for	Leasing out "Coffee Corner" and "Paddle Boat Operation" at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.
02	Ministry/Division	Ministry of Housing and Public Works
03	Agency	Public Works Department
04	Lessor Entity	Public Works Department (PWD) represented by Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka
05	Brief Description	Leasing out "Coffee Corner" and "Paddle Boat Operation" at Ramna Park. The "Coffee Corner" covers an area of around 7544 Sft. The lessee must provide the paddle boats. The platform for the operation of the paddle boats has to be built by the lessee at the specific location beside the Coffee Corner. The quality of paddle boats must be approved by the concerned Authority of PWD.
06	Leasing Method	Request for Proposal (RFP)
07	Availability of Proposal Document (RFP)	<ol style="list-style-type: none"> 1. Hard Copy booklet of RFP is available at office of the City PWD Division/ Dhaka PWD Division-I/II/ Arboriculture PWD Division & Dhaka PWD Circle-1. 2. Downloadable soft copy is available at PWD Website (https://ss.pwd.gov.bd/pwdtender/) <p>➤ Please make sure to deposit price of the proposal document mentioned in TDS.</p>
	a) Receiving/Submission of offer	<ol style="list-style-type: none"> 1. Offer in Hard Copy submission at office of the City PWD Division/ Dhaka PWD Division-I/II/ Arboriculture PWD Division & Dhaka PWD Circle-1. 2. Offer through E-mail submission at (ee_city_tenderbox@pwd.gov.bd) <p>➤ All documents comprising the offer are to be Scanned and uploaded as 'attached file' in the e-mail. Multiple attachment/ multiple e-mail from the offerers using same e-mail address are allowed in case of necessary.</p>
	b) Submission and opening Deadline	Submission: Upto 12:00 Hrs on 31/07/2025 Opening: 13:00 Hrs on 31/07/2025
	c) Opening	Office of the Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka (Opening includes downloading proposals submitted through e-mail).
8	Eligibility of Proposer	<p>As mentioned in the Proposal Document and shall meet the following qualifying criteria:</p> <ol style="list-style-type: none"> (a) The minimum period of General Experience of the Proposer in business is 05 (five) years prior to the Proposal submission deadline. (b) The minimum period of Specific Experience of the Proposer is 03 (three) years as an operator/owner of a Bonafide Restaurant or Coffee Shop in last five years prior to the Proposal submission deadline. (c) The required average annual related Business Turnover shall be Tk 30.00 (Thirty) lacs over the last 5 (Five) years.

/s/

		(d) The minimum amount of free funds (Liquid assets) and/or credit facilities net of other Contractual commitments of the Proposer shall be Tk. 20.00 (Twenty) lacs
9	Conditions of Lease	Described in Proposal Document Section 6: Terms Of Reference (TOR)
10	Price of Proposal Document	Tk. 2,000.00 (Taka Two Thousand) only 1. Ensure paying through official money receipt In case of Buying Hard Copy booklet of Proposal document from office of the City PWD Division/ Dhaka PWD Division-III/ Arboriculture PWD Division & Dhaka PWD Circle-1. 2. Ensure paying through E-Chalan (Code no 1320501118837-120004100-20000000-1422328) in case of using Downloadable soft copy of Proposal document. > In case of e-mail submission interested proposer/bidders are requested to attach scanned copy of "money receipt/E-Chalan" along with proposal. Otherwise proposal will be Non-Responsive.
11	Proposal Security	Tk. 2,00,000.00 (Taka Two Lac) only In case of online submission, the proposer must provide true/original copy of proposal security document after opening otherwise proposal will be considered as non-responsive.
12	Validity of Proposal submitted in 1 st call	> Submissions from the proposers/bidders of 1st Call (Through Memo No. 25.36.2600.130.00.000.00.126, Date: 16/07/2025) will remain valid. > Proposer/Bidders of 1 st Call are allowed to submit Modified/Revised offer in case of increasing the bid value. This Modified/Revised offer will be new offer complying all required conditions.
13	Pre-Bid/Pre-proposal Meeting	A Pre-Bid/Pre-proposal Meeting will be held in the office of Executive Engineer, City PWD Division 15-Abdul Gani Road, Dhaka as well as in Zoom Platform at 10:30 am on 27/07/2025. Only purchaser of RFP are allowed to participate in the meeting.
14	Official Inviting Proposal	Executive Engineer, City PWD Division 15-Abdul Gani Road, Dhaka Tel:+8802223380663 E-mail: ee_city@pwd.gov.bd
15	The Lessor Entity reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.	





16/07/25
(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


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Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
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City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
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(Mohammad Abul Kalam Azad)
Executive Engineer
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Section I. Instructions to Proposers


A. General


1. Scope of Proposal
 - 1.1 The Client, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for Leasing out **“Coffee Corner”** and **“Paddle Boat Operation”** at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.
 - 1.2 Eligible Proposers are to submit a Proposal for Leasing out **“Coffee Corner”** and **“Paddle Boat Operation”** at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.
 - 1.3 Throughout this RFP:
 - a) the term "in writing" means communicated in written form with proof of receipt;
 - b) if the context so requires, singular means plural and vice versa; and
 - c) "day" means calendar day.
2. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 2.1 The Government requires that Clients, as well as Applicants/Proposers, shall observe the highest standard of ethics during the tendering proceedings and the execution of contracts under GoB agreement.
 - 2.2 In pursuance of this requirement, the Client shall
 - A) exclude the Proposer from participation in the tendering proceedings concerned or reject a proposal for award; and
 - B) declare the Proposer ineligible, either indefinitely or for a stated period of time, from participation in tendering proceedings under GoB contract;

if it, at any time, determines that the Proposer has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GoB contract.
 - 2.3 Should any corrupt or fraudulent practice of any kind referred to in ITT Sub-Clause 2.4 come to the knowledge of the Client, it shall, in the first place, allow the Proposer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons, shall be recorded in the record of the tendering proceedings

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and promptly communicated to the Proposer concerned. Any communications between the Proposer and the Client related to matters of alleged fraud or corruption shall be in writing.

2.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

(a) "corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of Client's organization/ Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Client's organization/ Procuring Entity in connection with the tendering proceeding;

b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a tendering proceeding or the execution of a contract to the detriment of the Client,

c) "collusive practice" means a scheme or arrangement among two and more Proposers with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and

d) "coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the tendering proceedings, or affect the execution of a contract.

2.5 The Proposer shall be aware of the provisions on fraud and corruption stated in GCC Clause -3.

2.6 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.


3. Eligible Proposers


3.1 This Invitation for Tender is invited to all potential Proposers from all countries, except for any specified in the PDS.


3.2 The Proposer has the legal capacity to enter into the contract.

3.3 The Proposer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause 2.2.

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3.4 The Proposer is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.

3.5 The Proposer has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

3.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of Proposers provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

3.7 Proposers have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Proposer or the termination of its Contract.

3.8 The Proposer shall provide information regarding any litigation, current and during the last five years, in which the Proposer is involved, the parties concerned, and disputed amount. The maximum number of arbitration awards against it over a period shall be as stated in the PDS.

4. Financial Qualification of the Proposers

4.1 The Proposer shall have the following level of financial capacity to qualify for the performance of the service under the contract


- a) The average annual turnover as specified in PDS during the period specified in PDS.
- b) Availability of liquid asset or working capital or credit facilities, as specified in the PDS.


5. Conflict of Interest


5.1 a) The Proposer (including any of his affiliates / associates) in deference to the requirements that the Proposer provides

professional and objective advice and at all times hold the Client's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances. A Proposer (including its Personnel

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and Sub Contractors) that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.


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|----------------------|---|
| 6. Eligible Services | 6.1 All material, equipment and supplies used by the Proposer and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS. |
| 7. Site Visit | <p>7.1 The Proposer, at the Proposer's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of services.</p> <p>7.2 The Proposer should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>7.3 The costs of visiting the Site shall be at the Proposer's own expense.</p> |


B. Request for Proposal

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|----------------------|---|
| 8. RFP Sections | <p>8.1 The Sections comprising the Request for Proposal are listed below.</p> <p>Section 1 : Instructions to Proposers (ITT)</p> <p>Section 2 : Proposal Data Sheet (PDS)</p> <p>Section 3 : General Conditions of Contract (GCC),</p> <p>Section 4 : Particular Conditions of Contract (PCC),</p> <p>Section 5 : Proposal and Contract Forms</p> <p>Section 6: Terms of Reference (TOR)</p> <p>8.2 The Client is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Client.</p> <p>8.3 The Proposer is expected to examine all instructions, form, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.</p> |
| 9. RFP Clarification | 9.1 A Proposer requiring any clarification of the RFP shall CONTRACT the Client in writing at the Client's address |

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indicated in the PDS. The Client will respond in writing to any request for clarification received no later than seven (7) days prior to the dead line for submission of proposals.

9.2 Should the Client deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT Clause 11.

10. Pre-proposal meeting

Not Applicable.

10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the **TDS**, hold a pre-Tender Meeting at the place, date and time as specified in the **TDS**. All potential Tenderers are encouraged and invited to attend the meeting, if it is held.

11. RFP Amendment

11.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a Proposer, may amend the RFP by issuing an amendment.

11.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing to all the Proposers.

11.3 To give a prospective Proposer reasonable time in which to take any amendment into account in preparing its Proposal, the Client may, at its discretion, extend the deadline for the submission of Proposals.

C. Proposal Preparation

12. Proposal Only one

12.1 A Proposer, including its affiliate(s), may submit only one (1) Proposal.

If a Proposer submits or participates in more than one (1) Proposal, all such proposal shall be rejected.


13. Proposal Preparation Costs


13.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement/ tendering process.


14. Proposal Language

14.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS. Supporting documents and printed literature furnished by the Proposer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

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- 14.2 The Proposer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
15. Proposal Documents 15.1 The Proposal prepared by the Proposer shall comprise the following:
- a) Proposal;
 - b) Documentary evidence establishing the Proposer's eligibility. In case of joint venture, Consortium or Association (JVCA) consisting foreign firms, documentary evidence of foreign firms shall be certified by the Chamber of Commerce of the respective country; and
 - c) Any other document required as stated in the PDS.
16. Proposal Preparation 16.1 In preparing its Proposal, the Proposer shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 16.2 The Proposer shall submit the Price Schedules using the forms furnished in Section 5B.
- 16.3 All the forms mentioned in ITT Sub-Clauses 16.2 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.
17. Proposal Format and Content 17.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 5B):
- a) 5B1 Price Schedule of Coffee Corner at Ramna Park duly signed by an authorized signatory of the Proposer;
 - b) 5B2 Price Schedule of Paddle Boat Operation at Ramna Lakeduly signed by an authorized signatory of the Proposer;
 - c) Form 5B3: being the Summary of Lease Rents including applicable taxes.
18. Taxes 18.1 The Proposer is subject to local taxes as per the applicable law. It is the responsibility of the Proposer to be familiar with the relevant laws in Bangladesh, and to determine the taxes amounts to be paid.
19. Alternative Proposals 19.1 Unless otherwise stated in the PDS, alternative proposals shall not be considered.
20. Proposal Prices 20.1 The Proposer shall indicate on the Financial Proposal the yearly lease rents and total lease rents it proposes under the contract.
21. Proposal Currency 21.1 All prices/amount shall be quoted in Bangladesh Taka.
22. Proposal validity 22.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the Client.
- 22.2 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Proposers

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to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Proposer does not respond or refuse the request, his Proposal shall no longer be considered in the evaluation proceedings. A Proposer agreeing to the request will not be required or permitted to modify its Proposal.


23. Proposal Security
- 23.1 The Proposer shall furnish, as part of the proposal, a proposal Security as specified in PDS.
- 23.2 Proposal Security shall be in the form of a bank draft or pay order or in the form of irrevocable bank guarantee issued by a scheduled bank of Bangladesh. Proposal Security shall remain valid for a period of 28 days beyond the validity period of the Proposal.
- 23.3 Proposal Security will be forfeited if the winning Proposer fails to submit performance guarantee, or the winning Proposer fails to sign the agreement.
24. Proposal Format & Signing
- 24.1 The Proposer shall prepare one (1) original of the Proposal as described in ITT Sub-Clause 19.1 and clearly mark them "ORIGINAL".
- 24.2 The Proposer shall prepare the number of copies as specified in the PDS of each Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 24.3 The original and all copies of the Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Proposer to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 24.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.


D. Proposal Submission

25. Proposal : Sealing & Marking
- 25.1 The Proposer shall enclose the original and each copy of the Proposal in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope
- 25.2 The envelopes shall:
- i) bear the name and address of the Proposer;
 - ii) be addressed to the Client at the address specified in the PDS;
 - iii) bear the name of the proposal as specified in the PDS;
- and
- 25.3 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.

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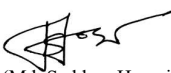

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- 25.4 In case of online submission, the proposer must ensure that all the documents are signed & sealed properly and attached with the e-mail.
26. Proposal : 26.1 Proposals must be received by the Client at the address
Submission specified in PDS no later than the date indicated in the PDS.
Deadline 26.2 The Proposal may be hand delivered or posted by registered mail. The Client shall, on request, provide the Proposer with a receipt showing the date and time when its Proposal was received.
26.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITT Clause 11, in which case all rights and obligations of the Client and Proposers previously subject to the deadline shall thereafter be subject to the deadline as extended.
27. Proposal 27.1 Any Proposal received by the Client after the deadline
submitted for submission of Proposals, in accordance with ITT Clause
Late 26 shall be declared late, will be rejected, and returned unopened to the Proposer.
27.2 In case of online submission, proposal submitted after submission deadline shall not be considered for evaluation.
28. Proposal 28.1 A Proposer may modify, substitute, or withdraw its
Modification, Proposal after it has been submitted by sending a written
Substitution notice, duly signed by an authorized representative, and shall
or include a copy of the authorization. The corresponding
Withdrawal substitution or modification of the Proposal must accompany the respective written notice.
28.2 Proposals requested to be withdrawn in accordance with ITT Sub-Clause 28.1 shall be returned unopened to the Proposers.
28.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITT Clause 26.

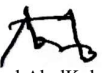
E. Proposal Opening and Evaluation

29. Proposal 29.1 There shall be public (participants and/or his
Opening authorized representative) opening of the Proposals
received shortly after the deadline and at the place
specified in the PDS.
29.2 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Proposer pursuant to ITT Clause 26.
30. 30.1 Information relating to evaluation of Proposals and
Confidentiality recommendations concerning awards shall not be disclosed to the Proposers who submitted the Proposals or to other

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persons not officially concerned with the process, until the winning Proposer has been notified that it has been awarded the Contract. The undue use by any Proposer of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

31. Proposal Clarification

31.1 The Client may, in writing, ask Proposers for clarification of their Proposals in order to facilitate the examination and evaluation of Proposals. The response shall be in writing and no change in the substance of the Proposal shall be sought, offered or permitted.

32. Contracting the Client

32.1 Following the opening of the Proposals, and until the contract is signed, no Proposer shall make any unsolicited communication to the Client.

32.2 Any effort by a Proposer to influence the Client in its decisions on the examination, evaluation, and comparison of Proposals or contract award may result in the rejection of its Proposal.

33. Examination of Conflict of Interest Situation

33.1 If a Proposer or its affiliate is found to be in a COI during the evaluation, the Client shall review the case and either disqualify the Proposer or ask the Proposer to remove the conflict and its causes while maintaining the transparency of the selection process.

33.2 If a Proposer has been found to mislead the Client by neglecting to provide information or by denying the existence of a COI situation, the Proposer's proposal shall be rejected.

34. Proposal Evaluation

34.1 The Proposal Evaluation Committee (PEC) will review the detailed content of each Proposal. During the review, the evaluation committee can seek clarification for any information from any Proposer.

34.2 Proposals will be reviewed to ensure that the proposals are complete and correct any arithmetical errors.

35. Correction of Arithmetical Errors

35.1 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:


a) if there is a discrepancy between the unit price and the total


price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;


b) if there is an error in a total corresponding to the addition

or subtraction of subtotals, the subtotals shall prevail and the

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total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 If the Proposer does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

36. Proposal Conclusion

36.1 Proposal will conclude with Contract Signing with the highest responsive Proposer. If the winner Proposer fail to sign the contract, the Client will invite the second highest responsive Proposer to sign a Contract, if this fails the Client shall call the remaining responsive Proposers in order of their relative ranking, subject to the right of the Client to reject all proposals.

F. Contract Award

37. Contract Award

37.1 After having received the approval to award the Contract, the Client shall award the Contract to the selected Proposer.

38 Execution of Lease deed

38.1 Winning Proposer will have to execute an agreement for leasing the proposed Coffee Corner and Paddle boat operation within 28 (twenty eight) days of issuance of Notification of Award.


39 Commencement of Services


39.1 The Proposer is expected to commence the assignment on the date and at the location specified in the PDS.


40. Performance Security

40.1 The winning Proposer is required to submit a Performance security for due performance of the contract in the form of a Bank Draft/ Pay-Order of an amount equivalent to 25% of the agreed lease amount of one year (highest yearly amount of five year period) from any scheduled bank of Bangladesh valid for a period specified in the PDS. The Proposal Security will be refunded after signing the agreement with the winning Proposer.

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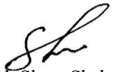

(Mohammad Abul Kalam Azad)
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City PWD Division, Dhaka

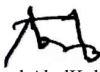
Section 2. Proposal Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the instruction to Proposers.
1.1	<p>The Client is: Executive Engineer, PWD City Division, 15 Abdul Gani Road, Dhaka.</p> <p>The identification of the Request for Proposal is: Leasing out “Coffee Corner” and “Paddle Boat Operation” at Ramna Park in Dhaka for 5 (Five) years from date of Agreement. Invitation for Proposal No is Memo No. 25.36.2600.130.00.000.00.126 Date: 16/07/2025</p> <p>Leasing out “Coffee Corner” and “Paddle Boat Operation” at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.</p>
1.2	The contract will be made for 5 (Five) years
3.1	This Invitation for Tender is invited to all potential Proposers from all countries, except Israel.
3.8	The maximum number of Arbitration awards against a Proposer shall be 1 (one) over the last 5 (five) years.
4.1a	The required average annual related Business Turnover shall be Tk30.00 (Thirty)lacs over the last 5 (Five) years.
4.1b	The minimum amount of free funds (Liquid assets) and/or credit facilities net of other Contractual commitments of the Proposer shall be Tk. 20.00 (Twenty)lacs
6.1	Materials, equipments and supplies used by the Proposer are not permitted if they have originated in Israel.
9.1	<p>For clarification of proposals the Client 's address is:</p> <p>Attention: Mohammad AbulKalam Azad Address: Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka, Phone: +8802223380663, Email: ee_city@pwd.gov.bd</p>
10.1	<p>A Pre-Bid/Pre-proposal Meeting will be held in the office of Executive Engineer, City PWD Division 15-Abdul Gani Road, Dhaka as well as in Zoom Platform at 10:30 am on 27/07/2025. Only purchaser of RFP are allowed to participate in the meeting. Zoom Meeting ID & Passcode can be collected from Staff officer-1 (Contact No 01747-996609) prior to the meeting.</p>
14.1	The Proposal shall be written in the English language.

Signature of the Tenderer
with date & address (seal)



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15.1(c)	Other documents required to be submitted with the proposal are: ❖ Registration of the firm ❖ Up to date income tax clearance certificate ❖ VAT registration certificate
16	The Client will provide the following inputs and facilities: Details are provided in the Terms of Reference (ToR).
19.1	Alternative Proposals will not be permitted
22.1	Proposals must remain valid for 120 days after the submission date.
23.1	Proposal Security is Tk. 2,00,000.00 (Taka Two Lac) only. In case of online submission, the proposer must provide true/original copy of proposal security document after opening otherwise proposal will be considered as non-responsive.
24.2	Along with 01 (One) original, 02 (Two) copy must have to be submitted.
25.2(ii)	Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka, Phone: +8802223380663, Email: ee_city@pwd.gov.bd
25.2(iii)	Leasing out “Coffee Corner” and “Paddle Boat Operation” at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.
26	The deadline for the submission of proposal is: Time & Date: 1200 Hrs on 31/07/2025 The proposal submission address: 1. Offer inHard Copy submission at office of theCity PWD Division/ Dhaka PWD Division-I/II/ Arboriculture PWD Division & Dhaka PWD Circle-1. 2. Offer through E-mail submission at (ee_city_tenderbox@pwd.gov.bd) ➤ All documents comprising the offer are to be Scanned and uploaded as ‘attached file’ in the e-mail. Multiple attachment/ multiple e-mail from the offerers using same e-mail address are allowed in case of necessary.
29.1	Proposal Opening Time & Date is 13:00 Hrs on 31/07/2025 The proposal opening address: Office of the Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka (Opening includes downloading proposals submitted through e-mail).
39	The assignment is expected to commence on september, 2025 at Ramna Park and Ramna Lake.
40	The performance security will be valid until a date twenty-eight (28) days beyond the intended completion date of the contract.

Signature of the Tenderer
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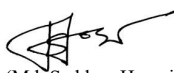
Section 3. General Conditions of Contract

A. General

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

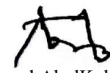
- a) The "Client" is the party named in the PCC who engages the Proposer to perform the Services.
- b) "Completion" means the fulfillment of the Services by the Proposer in accordance with the terms and conditions set forth in the Contract.
- c) The "Completion Date" is the date of actual completion of the fulfillment of the Services.
- d) "Contract" means "Lease Agreement" and vice versa.
- e) "Day" means calendar day.
- f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC Clause 18.
- g) "GCC" mean the General Conditions of Contract.
- h) "Government" means the Government of the People's Republic of Bangladesh.
- i) The "Lessee" is the organization whose proposal to perform the Services has been accepted by the Client and is named as such in the PCC and the Lease Agreement.
- j) "Lease Documents" means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.
- k) "Member" means in case where the Lessee consists of a joint venture any of the entities that make up the joint venture; and "Members" means all these entities.
- l) "Month" means calendar month
- m) "Party" means the Client or the Lessee, as the case may be, and "Parties" means both of them. Third party means any party other than Client and Lessee.
- n) "Personnel" means professionals and support staff provided by the Lessee or by any Sub-Lessee and assigned to perform the Services or any part; and "Key Personnel" means the Personnel referred to in GCC Sub Clause 24.1.
- o) "Reimbursable expenses" means all assignment-related costs other than Lessee's remuneration.
- p) "PCC" means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- q) "Services" means the work to be performed by the Lessee pursuant to this Contract.
- r) "Sub-Contractor" means any entity to whom/which the Lessee subcontracts any part of the Services.
- s) "Third Party" means any person or entity other than the



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City PWD Division, Dhaka

2. Contract Documents

3. Corrupt, Fraudulent, Collusive or Coercive Practices

Government, the Client, the Lessee or a Sub-Lessee.

t) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

2.1 Subject to the order of precedence set forth in the Agreement, all Documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.

3.1 The Government requires that Clients, as well as Lessee, shall observe the highest standard of ethics during the Tendering proceedings and the execution of contracts under GoB agreement.

3.2 In pursuance of this requirement, the Client shall

a) exclude the Lessee from participation in the Tendering proceedings concerned or reject a proposal for award; and

b) declare the Lessee ineligible, either indefinitely or for a stated period of time, from participation in Tendering proceedings under GOB contract; if it, at any time, determines that the Lessee has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOB contract.

3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Lessee to provide an explanation and shall take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Lessee concerned. Any communications between the Lessee and the Client related to matters of alleged fraud or corruption shall be in writing.

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

(a) "corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Client's Organization/ Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the Tendering proceeding;

(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a



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Signature of the Tenderer
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Tendering proceeding or the execution of a contract to the detriment of the Client,

c) "*collusive practice*" means a scheme or arrangement among two and more lessees with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the Tendering proceedings, or affect the execution of a contract.

3.5 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Interpretation

4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part of or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 Entire Agreement

(a) The Contract constitutes the entire agreement between the Client and the Lessee and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

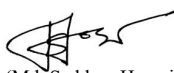
4.3 Amendment

(a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Non-waiver

(a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

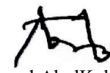
(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to



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which it is being waived.

4.5 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Documents Forming the Contract and Priority of Documents

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

- (a) The Contract Agreement;
- (b) The Particular Conditions of Contract (PCC);
- (c) The General Conditions of Contract (GCC);
- (d) The Forms of Contract;
- (e) Price Schedules;
- (f) Terms of References (ToR);
- (g) The Appendices (1 to 4).

6. Eligibility

6.1 The Lessee and its Sub-Contractors shall have the nationality of a country, other than those specified in the PCC.

6.2 All materials, equipment, plant, and supplies used by the Lessee and services supplied under the Contract shall have their origin in the countries, except those specified in the PCC.

7. Governing Language

7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Lessee and the Client, shall be written in the English language unless otherwise stated in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.2 The Lessee shall bear all costs of translation to the governing language and all risks of the accuracy of such translation

8. Applicable Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh


9. Contractual Ethics


9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.


10. Joint Venture,

10.1 If the Lessee is a joint venture, consortium, or association, all of the parties shall sign the Contract

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Consortium or Association (JVCA)	Agreement and be jointly and severally liable to the Client for the fulfillment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	<p>11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address specified in the PCC.</p> <p>11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
12. Assignment	12.1 Neither the Client nor the Lessee shall assign, in whole or in part, their obligations under this contract.
13. Relation between the parties	13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Lessee. The Lessee, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1 The Services shall be performed at such locations as are specified in Appendix 4 (Drawing), to the Contract.
15. Authority of Member in charge	15.1 In case the Lessee consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the PCC to act on their behalf in exercising all the Lessee's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized Representatives	16.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Lessee may be taken or executed by the officials specified in the PCC.
17. Taxes and Duties	17.1 The Lessee and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract price.


B. Commencement, Completion and Modification of Contract

18. Effectiveness of Contract	18.1 The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Lessee instructing the Lessee to begin carrying out the Services. This notice shall confirm that the effectiveness
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- conditions, if any, listed in the PCC have been met.
19. Termination of Contract for Failure to Become Effective 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the PCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services 20.1 The Lessee shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.
21. Expiration of Contract 21.1 Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the PCC.
22. Modifications or Variations 22.1 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties.


C. Lessee's Personnel

23. General 23.1 The Lessee shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
24. Description of Personnel 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Lessee's Key Personnel are described in Appendix 1, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
24.2 If required to comply with the provisions of GCC Clause 27, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 1 to the contract may be made by the Lessee by written notice to the Client, provided:
a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;
b) any other such adjustments shall only be made with the Client's written approval.
25. Approval of Personnel 25.1 The Client hereby approves the Key Personnel listed by title as well as by name in Appendix 1 to the contract. In respect of other Personnel that the Lessee proposes to use in the carrying out of the Services, the Lessee shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be

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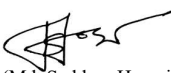

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- deemed approved by the Client.
26. Working Hours Leave & Holidays 26.1 Working hours, leave and holidays for Key Personnel shall be agreed only after consultation with the Client
27. Removal and/or Replacement of Personnel 27.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Lessee, it becomes necessary to replace any of the Personnel, the Lessee shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
- 27.2 If the Client
- a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
- b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- c) then the Lessee shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
28. Chief Executive Officer(CEO) 28.1 If specified in the PCC, the Lessee shall ensure that at all times during the Lessee's performance of the Services a CEO, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.


D. Obligations of the Lessee

29. Standard of Performance 29.1 The Lessee shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machine, materials and methods. The Lessee shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Contractors or Third Parties.
30. Law Governing Services 30.1 The Lessee shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that Personnel of the Lessee comply with the Applicable Law.
31. Conflict of Interests 31.1 The Lessee shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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32. Lessee and Affiliates not to Engage in Certain Activities

32.1 The Lessee agrees that, during the term of this Contract and after its termination, the Lessee and any entity affiliated with the Lessee, shall be disqualified from providing goods, works or services (other than agreed services) for any project resulting from or closely related to the Services.

33. Prohibition of Conflicting Activities

33.1 The Lessee shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.

34. Confidentiality

34.1 Except with the prior written consent of the Client, the Lessee and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Lessee and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Lessee and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

35. Liability of the Lessee

35.1 The Lessee shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Lessee in whole or in part with funds provided by the Client.

35.2 The Lessee undertakes full responsibility in respect of life, health, and accidents for the Personnel.

35.3 The Lessee shall indemnify 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:


- a) infringement or alleged infringement by the Lessee of any patent or other protected right; or
- b) Plagiarism or alleged plagiarism by the Lessee.


35.4 The Lessee shall indemnify, protect and defend at their own expense the


Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Lessee's failure to exercise the skill and care.

35.5 In addition to any liability the Lessee may have, the Lessee shall, at their own cost and expense, upon request of

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Client, re-perform the Services in the event of Lessee's failure to exercise the skill and care.

36. Insurance to be taken out by the Lessee
- 36.1 The Lessee
- (a) shall take out and maintain, and shall cause any Sub-Lessees to take out and maintain, at their own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the PCC, and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
37. Accounting, Inspection and Auditing
- 37.1 The Lessee shall
- a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and
- b) Periodically permit the Client or its designated representative up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 37.2 The Lessee shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
38. Lessee's Actions Requiring Client's Prior Approval
- 38.1 The Lessee shall obtain the Client's prior approval in writing before taking any of the following actions:
- a) Any change or addition to the Personnel listed in Appendix-1 to the Contract;
- b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
- c) Any other action that may be specified in the PCC.
- 38.2 Notwithstanding any approval under Sub-Clause 38.1(b), the Lessee shall remain fully liable for the performance of Services by the Sub-Contractor and its personnel and retain full responsibility for the Services. In the event that any Sub-Contractor is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Lessee shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
39. Reporting Obligations
- 39.1 The Lessee shall submit to the Client the reports and documents requested by the client in the form, in the numbers and within the specified time periods.

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40. Proprietary Rights on Documents Prepared by the Lessee 40.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Lessee for the Client under this Contract shall become and remain the absolute property of the Client, and the Lessee shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
41. Proprietary Rights on Equipment and Materials Furnished by the Client. 41.1 Equipment, tools and materials made available to the Lessee by the Client, or purchased by the Lessee wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Lessee shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Lessee, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
29. Standard of Performance 29.1 The Lessee shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machine, materials and methods. The Lessee shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Contractors or Third Parties.
30. Law Governing Services 30.1 The Lessee shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that Personnel of the Lessee comply with the Applicable Law.
31. Conflict of Interests 31.1 The Lessee shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
32. Lessee and Affiliates not to Engage in Certain Activities 32.1 The Lessee agrees that, during the term of this Contract and after its termination, the Lessee and any entity affiliated with the Lessee, shall be disqualified from providing goods, works or services (other than agreed services) for any project resulting from or closely related to the Services.
33. Prohibition of Conflicting Activities 33.1 The Lessee shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

34. Confidentiality 34.1 Except with the prior written consent of the Client, the Lessee and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Lessee and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Lessee and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

35. Liability of the Lessee 35.1 The Lessee shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Lessee in whole or in part with funds provided by the Client.

35.2 The Lessee undertakes full responsibility in respect of life, health, and accidents for the Personnel.

35.3 The Lessee shall indemnify 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:

- a) infringement or alleged infringement by the Lessee of any patent or other protected right; or
- b) Plagiarism or alleged plagiarism by the Lessee.

35.4 The Lessee shall indemnify, protect and defend at their own expense the


Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Lessee's failure to exercise the skill and care.


35.5 In addition to any liability the Lessee may have, the Lessee shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Lessee's failure to exercise the skill and care.


36. Insurance to be taken out by the Lessee 36.1 The Lessee (a) shall take out and maintain, and shall cause any Sub-Lessees to take out and maintain, at their own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the PCC, and

(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Signature of the Tenderer
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City PWD Division, Dhaka.



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Assistant Engineer
City PWD Division, Dhaka.

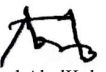

(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

37. Accounting, Inspection and Auditing
- 37.1 The Lessee shall
- a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and
 - b) Periodically permit the Client or its designated representative up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 37.2 The Lessee shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
38. Lessee's Actions Requiring Client's Prior Approval
- 38.1 The Lessee shall obtain the Client's prior approval in writing before taking any of the following actions:
- a) Any change or addition to the Personnel listed in Appendix-1 to the Contract;
 - b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
 - c) Any other action that may be specified in the PCC.
- 38.2 Notwithstanding any approval under Sub-Clause 38.1(b), the Lessee shall remain fully liable for the performance of Services by the Sub-Contractor and its personnel and retain full responsibility for the Services. In the event that any Sub-Contractor is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Lessee shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
39. Reporting Obligations
- 39.1 The Lessee shall submit to the Client the reports and documents requested by the client in the form, in the numbers and within the specified time periods.
40. Proprietary Rights on Documents Prepared by the Lessee
- 40.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Lessee for the Client under this Contract shall become and remain the absolute property of the Client, and the Lessee shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
41. Proprietary Rights on Equipment and Materials
- 41.1 Equipment, tools and materials made available to the Lessee by the Client, or purchased by the Lessee wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Lessee shall make available to the Client an inventory of such equipment

Signature of the Tenderer
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(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

Furnished by the Client. and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Lessee, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.


E. Obligations of the Client


42. Assistance and Exemptions 42.1 The Client shall use its best efforts to ensure that the Government shall:
a) Provide the Lessee, Sub-contractors and Personnel with documents as shall be necessary to enable the Lessee, Sub-contractors and Personnel to perform the Services under the contract;
b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
assist the Lessee in obtaining necessary licenses and permits needed to carry out the services; and
43. Access to Centre 43.1 The Client warrants that the Lessee shall have, free of charge, unimpeded access to all land, building, hall, premises etc. in respect of which access is required for the performance of the Services. The Lessee shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Lessee and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Lessee or any Sub-contractor or the Personnel of either of them.
44. Services, Facilities and Property of the Client 44.1 The Client shall make available to the Lessee and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Terms of References (ToR) of the contract.
45. Counterpart Personnel 45.1 The Client may make available to the Lessee free of charge such professional and support counterpart personnel, to be nominated by the Client if requested.

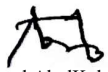
F. Lease Rent

- 46 Payment of Lease Rent 46.1 The lessee on execution of the contract shall deposit the lease money monthly covering the entire contracted period of 5(Five) years. Each installment will be paid within 1st week of the commencing month. (For example:-The payment of the month January is payable within 1st week of January). Else, the lessee will have to pay interest **@9% (Nine Percent)** for the defaulted amount. But under any circumstances, the lessee must not be default for more than 2 (two) consecutive months. In case of default in payment for more than 2 (two) months, the client shall have the right to recover the

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	defaulted amount from the performance security and the contract will be liable to be cancelled without assigning any reason whatsoever.
47 Operation Charge/ Fare/ Fees Collection Responsibility	47.1 The lessee shall be responsible and shall have the right for collecting fares, fees and any other service charges as approved by the Authority.

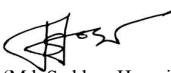
G. Time Control


48 The Services to Be Completed by the Completion Date	48.1 The Lessee shall carry out the Services in accordance with the Contract Agreement.
49 Early Warning	49.1 If at any time during performance of the Contract, the Lessee or its Sub-contractor should encounter events, circumstances conditions that may adversely affect the quality of the service or delay the execution of the Services, the Lessee shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Lessee's notice, the Client shall evaluate the situation, and
	the Lessee shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
50 Review Meetings	50.1 The Client and the Lessee shall arrange review meetings at regular intervals to review the contract implementation. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.


H. Good Faith and Fairness in Operation

51 Good Faith	51.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
52 Fairness in Operation	52.1 The Parties recognize that it is impractical in the Contract detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

Signature of the Tenderer
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Executive Engineer
City PWD Division, Dhaka

I. Termination and Settlement of Disputes

53
Termination
for Default

53.1 The Client, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the lessee causes a fundamental breach of contract. In such an occurrence the client shall give not less than thirty (30) days written notice of termination to the other party.

53.2 Fundamental breaches of the contract shall include but shall not be limited to, the following:

a) If the Lessee fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice, within thirty (30) days of receipt of such notice or within such further period as the Client may have subsequently approved in writing;

b) If the Lessee submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Lessee knows to be false;

c) If the Lessee, in the judgment of the Client, has engaged in corrupt or fraudulent practices in executing this Contract;

d) If the Lessee fails to comply with any final decision reached as a result of arbitration proceedings;

54
Termination
for Insolvency

54.1 The Client may at any time terminate the Contract by giving notice (as GCC clause 53.1) to the other party if:

a) the Lessee becomes (or, if the Lessee consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements 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.

55
Termination
for
Convenience

55.1 The Client, by notice (as GCC clause 53.1) sent to the Lessee, may in its sole discretion and for any reason whatsoever, 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 Client's convenience, the extent to which performance of the Lessee under the Contract is terminated, and the date upon which such termination becomes effective.


56.
Termination
because of
Force
Majeure


56.1 The Client may at any time terminate the Contract by giving notice (as GCC clause 53.1) to the other party if, as the result of Force Majeure, the Lessee is unable to perform a material operation of the Services for a period of not less than thirty (30) days.

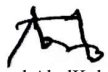
57. Force
Majeure

57.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not

Signature of the Tenderer
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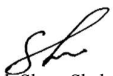

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	<p>due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
58. No Breach of Contract	<p>58.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
59. Measures to be Taken on Force Majeure	<p>59.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>59.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p>
60. Cessation of Rights and Obligations	<p>60.1 Upon termination of the Contract pursuant or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except</p> <ul style="list-style-type: none"> (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality; (c) the Lessee's obligation to permit inspection, copying and auditing of their accounts and records; and any right which a Party may have under the Applicable Law.
61. Cessation of Services	<p>61.1 Upon termination of the Contract by notice of clients to the other pursuant to GCC-Clauses 54, 55, 56 or 57 the Lessee 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 make every reasonable effort to keep expenditures for this purpose to a</p>

Signature of the Tenderer
with date & address (seal)


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(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

minimum. With respect to documents prepared by the Lessee and equipment and materials furnished by the Client, the Lessee shall proceed as provided, respectively, by GCC Clauses 40 or 41.

62. Disputes about Events of Termination 62.1 If either Party disputes whether an event specified in GCC clause 54,55 or 56 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 63, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.


62.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 63.


63. Settlement of Disputes 63.1 Amicable Settlement
(a) The Client and the Lessee shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.


63.2 Arbitration

(a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.



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Assistant Engineer
City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a) 1.1 (i)	<p>The Client is Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka, Phone: +8802223380663, Email: ee_city@pwd.gov.bd</p> <p>The Lessee is [Name, address and name of authorized representatives]</p>
6.1	Non eligible countries are: Israel
6.2	Materials, equipment and supplies used by the Lessee are not permitted if they have originated in Israel
7.1	The governing language shall be English/ Bengali.
11.1	<p>The addresses for Communications and Notices are:</p> <p>Client:Executive Engineer, City PWD Division, 15-Abdul Gani Road, Dhaka, Phone: +8802223380663, Email: ee_city@pwd.gov.bd E-mail: ee_city@pwd.gov.bd</p> <p>Lessee :- Attention . Facsimile .- E-mail .</p>
15.1	<p>The Member in Charge is [insert name of member].</p> <p>Note:If the Lessee consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause PCC 11 should be inserted here. If the Lessee consists only of one entity, this Clause PCC 15.1 should be deleted from the PCC.</p>
16.1	<p>The Authorized Representatives are: For the Client:Executive Engineer, City PWD Division, 15- Abdul Gani Road, Dhaka</p> <p>For the Lessee:</p>
18.1	The effectiveness conditions are the following: Availability of the key personnel

Signature of the Tenderer
with date & address (seal)



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(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

19.1	The time period shall be 21 (twenty one) days.
20.1	The time period shall be 15 (fifteen) days.
21.1	The time period shall be 5 (five) years.
28.1	The Person designated as CEO shall serve in that capacity
36.1(a)	<ul style="list-style-type: none"> The risks-and the coverage-shall-be as follows: Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Lessee and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (a) insurance against loss of or damage to (i) equipment, machineries provided under this Contract (110% of total cost), (ii) the Lessee's property used in the performance of the Services (60% of existing value of property), and (iii) any documents prepared by the Lessee in the performance of the
38.1(c)	<p>The other actions are:</p> <p>a) If there is a deviation from the permitted use of the spaces at Ramna Park</p> <p>b) If there is a change in Architectural and Structural plan of</p>
63.2	The place of Arbitration is: Dhaka PWD Metropolitan Zone, Dhaka.

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
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City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

Section 5. Proposal & Contract Forms

5A. Lease Proposal - Standard Forms

5A1 Lease Proposal Submission Form

5A2 Proposer's Organization and Experience

a. Proposer's Organization

b. Proposer's Experience

5A3 Statement of Annual Turn Over

5A4 Statement of liquid asset

5B. Price Schedule

5B1 Price Schedule of Coffee Corner at Ramna Park

5B2 Price Schedule of Paddle Boat Operation at Ramna Lake


5B3 Summary of Price Schedule


5C. Letter of Acceptance


5D. Contract Agreement

5E. Appendices (1 to 4)

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

Form 5A1Lease Proposal Submission Form

[Date]

To:

Executive Engineer
PWD City Division
15, Abdul Gani Road, Dhaka

Name of the Work: Proposals for Leasing out “Coffee Corner”&“Paddle Boat Operation” at Ramna Park in Dhaka for 5 (Five) years from date of Agreement.

Dear Sir,

I/We propose lease of the “Coffee Corner”&“PaddleBoatOperation”and staffing the same in accordance with the proposal and other particulars identified in the leasing out accompanying this Lease and want to pay rent as indicated in the Financial Proposal.

Total amount of rent for 5 (Five) years Tk. in words
Tk.....

We hereby confirm that this Proposal complies with the Tender validity and Tender Security required by the Tender documents. A Tender security in the amount stated in the document is attached in the form of a [State Pay Order/Bank Draft] valid for a period of 28 days beyond the Tender validity date.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Clause Reference 39 of the Proposal Data Sheet.

We also confirm that the Government of Bangladesh has not declared us for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITT Clause 2).

This Proposal and your written acceptance of it shall constitute a binding agreement between us.

Yours faithfully.


Signature :


Agency:


Address :

Date :

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

Form 5A2 Proposer's Organization and Experience


(a) Proposer's Organization


[Provide here a brief description (maximum two pages) of the background and organization of the Proposer]


(b) Proposer's Experience

[Provide here relevant document/documents to illustrate/ describes the qualifications of the Proposer.]

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.



(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


Form - 5A3. Statement of Annual Turn Over

[Insert here the annual turnover of the Proposer for each of the
last five years. In case of
JVCA, annual turnover of each of the partner shall be provided]

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.



(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


Form-5A4. Statement of liquid asset

[Insert here the availability of liquid asset or working capital of the Proposer/JVCA/Line of Credit (Letter of Commitment for Bank's undertaking for Line of Credit has been shown in the Appendix-3)]

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


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Assistant Engineer
City PWD Division, Dhaka.


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Executive Engineer
City PWD Division, Dhaka


5B. Price Schedule


5B1 Price Schedule of Coffee Corner at Ramna Park


5B2 Price Schedule of Paddle Boat Operation at Ramna Lake

5B3 Summary of Price Schedule

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


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City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

5B1 Price Schedule of Coffee Corner at Ramna Park

*Rents should be quoted yearly in the schedule. Rents have to be paid monthly as mentioned in the GCC Clause 46.1 and Terms of Reference.


***The difference between quoted rates of two consecutive years should not be more than 10 (Ten) percent.**


Years	Rents	
	In Figure	In Words
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
Total=		


Date : Signature of Proposer

.....

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
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City PWD Division, Dhaka.


(Md. Shaon Shahariar)
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Executive Engineer
City PWD Division, Dhaka

5B2 Price Schedule of Paddle Boat Operation at Ramna Lake

*Rents should be quoted yearly in the schedule. Rents have to be paid monthly as mentioned in the GCC Clause 46.1 and Terms of Reference.


*The difference between quoted rates of two consecutive years should not be more than 10 (Ten) percent.


Years	Rents	
	In Figure	In Words
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
Total=		


Date : Signature of Proposer

.....

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
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City PWD Division, Dhaka.


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Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

5B3 Summary of Price Schedule

*Rents should be quoted yearly in the schedule. Rents have to be paid monthly as mentioned in the GCC Clause 46.1 and Terms of Reference.


***The summary of price schedule will be the summation of rents for both “Coffee Corner” and “Paddle Boat Operation” for each year. Summary of Lease Rents should include applicable taxes. The difference between quoted rates of two consecutive years should not be more than 10 (Ten) percent.**


Years	Rents	
	In Figure	In Words
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
Total=		


Date : Signature of Proposer

.....

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

5C. Letter of Acceptance

LETTER OF ACCEPTANCE

To

Date

[Name and Address of the Agency]


This is to notify you that your offer dated for selection of lessee for **Leasing out “Coffee Corner” and “Paddle Boat Operation”** at Ramna Park in Dhaka for 5 (Five) years from date of **Agreement** for his/Their quoted amount of Tk..... in words Tk..... is hereby accepted by the Authority.


You are hereby instructed to receipt of this letter, you will sign, seal and deliver the Agreement (in the Agreement Form attached herewith) in 6 (six) copies to the Office of the undersigned within 28 (twenty-eight) days.


After putting his/their signature of the Agreement, you will proceed with the taking over possession of the site for operation in accordance with the provision of the Agreement.

Executive Engineer
City PWD Division
15, Abdul Gani Road, Dhaka

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

5D. Contract Agreement

THIS AGREEMENT made on theday of

Between

PUBLIC WORKS DEPARTMENT (PWD), represented by The Executive Engineer, City PWD Division, Dhaka (hereinafter called “the Authority”) of the one part.

And


.....
..... represented by (hereinafter called “the Lessee”) of the other part.


WHEARAS the authority is desirous of leasing out this structures and facilities of the “Coffee Corner”&“Paddle Boat Operation” at Ramna Park, Dhaka and the authority has accepted the proposal by the wining Lessee for the execution of lease agreement.


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Terms of Reference (TOR) herein after referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

2. The following documents shall be deemed to form and be read and construct as part of this agreement, viz:

- a) Letter of Acceptance;
- b) Invitation for Proposal;
- c) The Particular Conditions of Contract (PCC);
- d) The General Conditions of Contract (GCC),
- e) The Forms of Contract;
- f) Price Schedules;
- g) Terms of References (ToR);
- h) The Appendices (1 to 4).

3. The lessee shall have to start operation within stipulated time mentioned in the proposal documents in conformity in all respects with the provisions of the Contract.

In witness whereof the parties thereto have caused this Agreement to be executed on the day and year first before written.

**For and on behalf of the
Authority**

For and on behalf of the Lessee

.....

.....

.....

.....


In the presence of


In the presence of


.....

.....

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.


(Md. Shaon Shahariar)
Assistant Engineer
City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


5E. Appendices


Appendix 1 Key Personnel List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub Contractors (if already available); same information with respect to their Personnel.

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
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City PWD Division, Dhaka.



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Assistant Engineer
City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


Appendix 2 Hours of Work for Key Personnel

List here the hours of work for Key Personnel;
entitlement, if any, to leave and vacation, etc.

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
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City PWD Division, Dhaka.


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Executive Engineer
City PWD Division, Dhaka

Appendix 3 Letter of Commitment Format

Letter of Commitment for Bank's undertaking for Line of Credit

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh]

Invitation for Proposal No:

Date:

Proposal Package No:

Lot No (when applicable)

To:

[Name and address of the Procuring Entity]

CREDIT COMMITMENT No: [insert number]

We have been informed that *[name of Proposer]* (hereinafter called "the Proposer") intends to submit to you its Proposal (hereinafter called "the Proposal") for the execution of the *[description of the proposal]* under the above Invitation for Proposal (hereinafter called "the IFP").

Furthermore, we understand that, according to your conditions, the Proposer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.


At the request of, and arrangement with, the Proposer, we *[name and address of the Bank]* do hereby agree and undertake that *[name and address of the Proposer]* will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of [insert name of the proposal], for an amount not less than BDT *[in figure]* (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "**Taking-Over Certificate**" by the Procuring Entity.


In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.


Signature

Signature

Signature of the Tenderer
with date & address (seal)


(Md. Saddam Hossain)
Sub-Assistant Engineer
City PWD Division, Dhaka.



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Assistant Engineer
City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


Appendix 4: Drawings

Page 54	Site Plan
Page 55	Proposed Coffee Corner location
Page 56	Floor Plan with Area
Page 57	Elevation

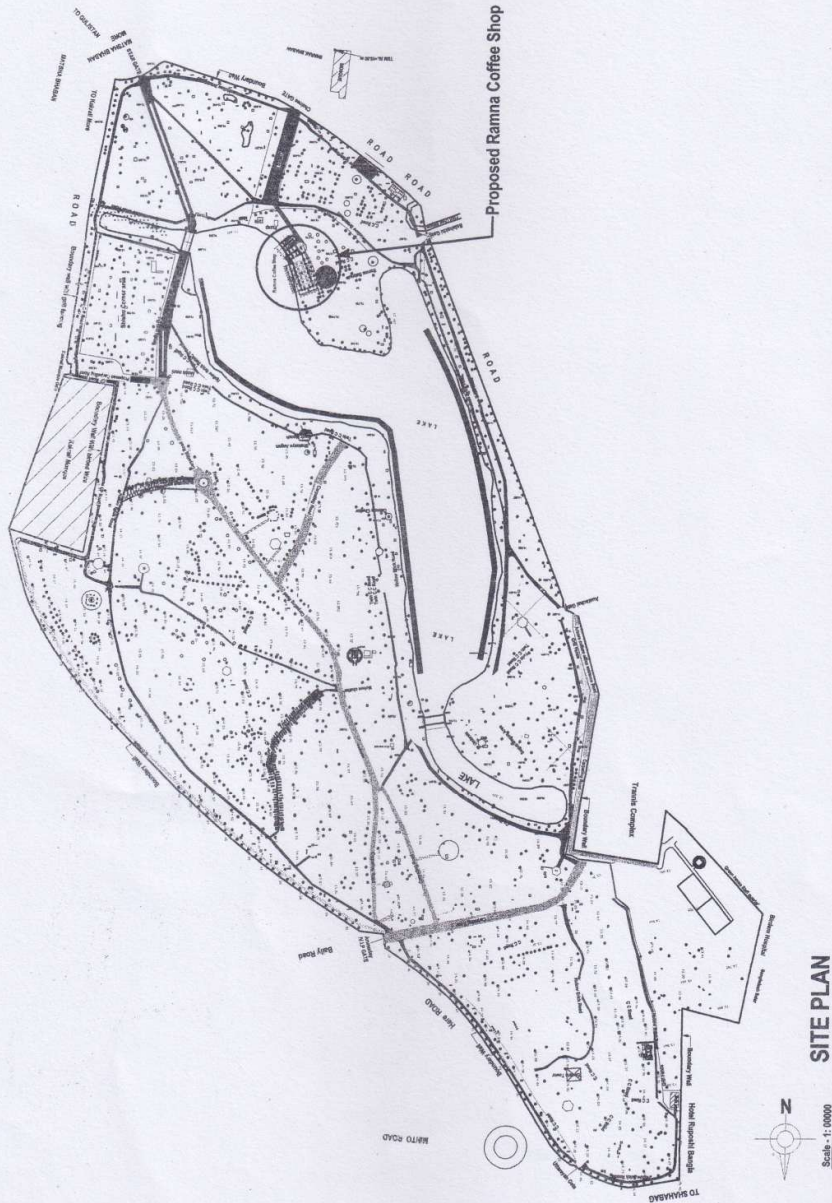
Signature of the Tenderer
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City PWD Division, Dhaka

Page No. _____	APPROVAL OF CLIENT	A-12
<p>Project/Committee</p> <p>Ministry of Housing & Public Works People's Republic of Bangladesh Name of the Project _____</p> <p>Proposed Corner Office at Ramna Park</p>		
Engineers	Eng. & Draft	
<p>Dept. of Architecture</p> <p>Ministry of Housing & Public Works People's Republic of Bangladesh Name of the Project _____</p> <p>Proposed Corner Office at Ramna Park</p>		
<p>Project Location</p> <p>Ramna Park, Dhaka</p> <p>Dwelling Phase</p> <p>Final</p> <p>Drawing Description</p> <p>As Shown</p>		
<p>Mr. Manzarul Haqman</p> <p>Chief Architect</p>		
<p>Mr. Md. Atiqur Rahman Bhuiyan</p> <p>Assistant Chief Architect Zone-1</p> <p><i>Handwritten: 27/10/22</i></p> <p>Faranda Siddique</p> <p>Superintendent Architect</p> <p><i>Handwritten: 27/10/22</i></p> <p>Md. Khairul Hossain</p> <p>Executive Architect (Zone-1, Union-5)</p> <p><i>Handwritten: 27/10/22</i></p> <p>M. S. M. Anwar Rahman</p> <p>Assistant Architect (Zone-1, Union-5)</p>		
<p>Principal Designer</p> <p>Mohammad Rafiqul Haqman</p> <p>Executive Architect (Zone-1, Union-5)</p>		
<p>Drawing No.</p> <p>Scale: As shown</p> <p>Date: _____</p> <p>Sheet No. 01 of 01</p>		



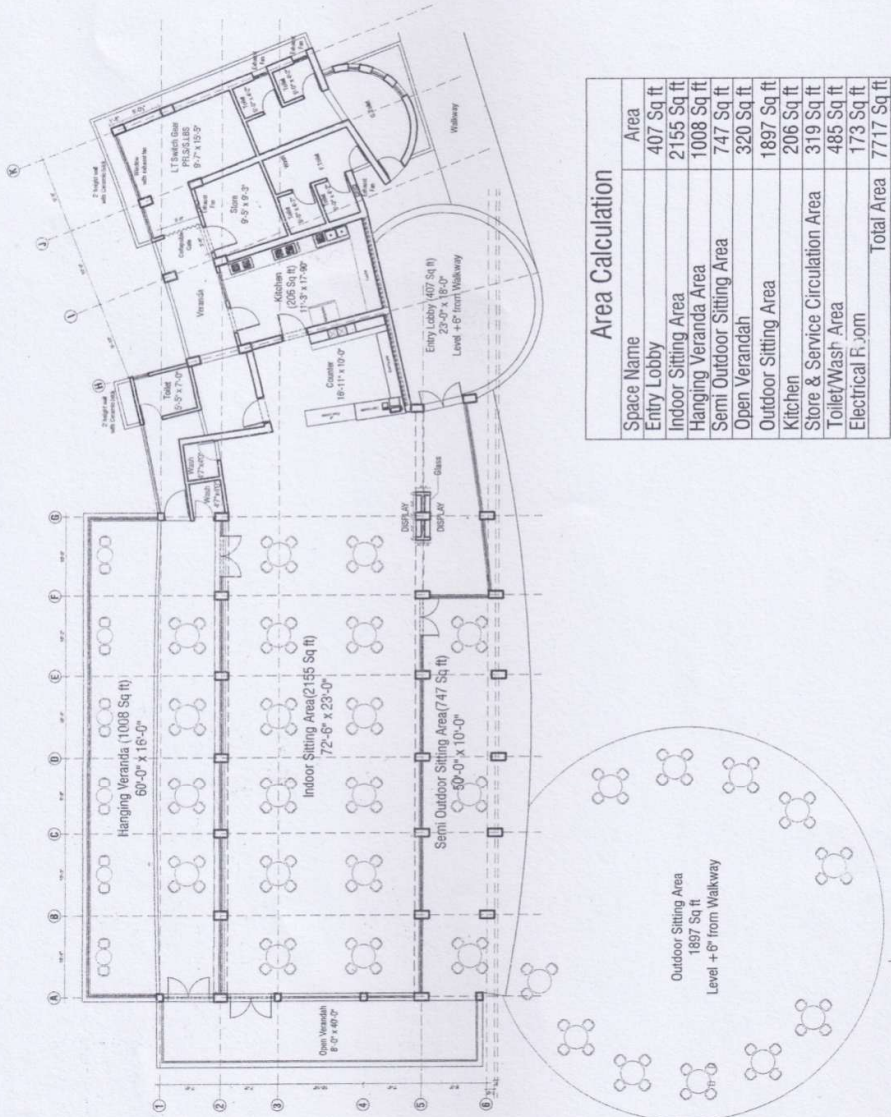
Signature of the Tenderer
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City PWD Division, Dhaka

(Mohammad AbulKalam Azad)
Executive Engineer
City PWD Division, Dhaka



Proposed Ramna Coffee Shop Floor Plan
Scale: $\frac{1}{4} = 1.0^m$

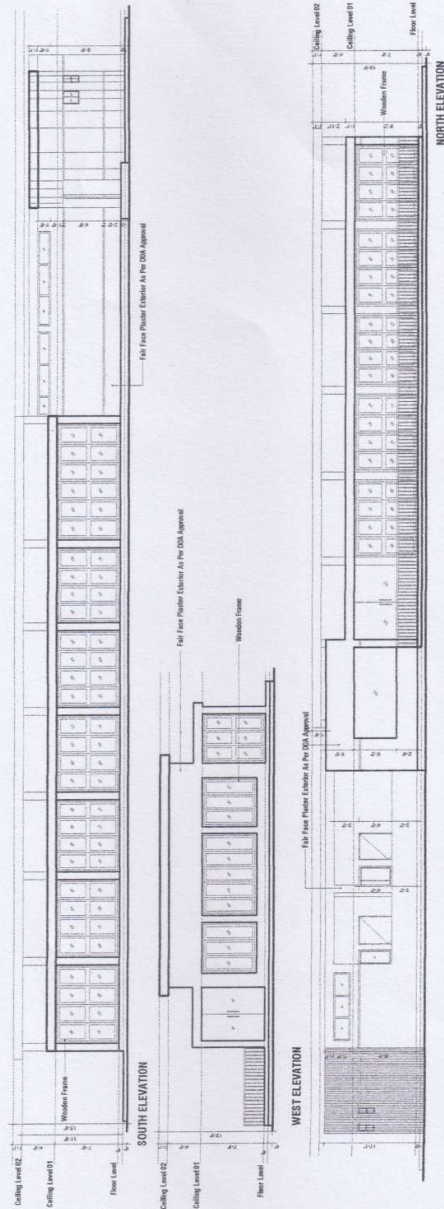
Signature of the Tenderer
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Page No	A 08
APPROVAL OF CLIENT	
Noting Comments	
Rev/Date	Rev / Date
<p>Dept. of Architecture Ministry of Housing & Public Works Prosperity Republic of Bangladesh</p> <p>Proposed Coffee Corner at Ramna Park</p> <p>Project Location Ramna Park, Dhaka</p> <p>Drawing Phase Final</p> <p>Drawing Description As shown</p>	
<p>Mr. Masrur Rahman Civil Architect</p> <p>Mr. Akbar Hossain Bhuiyan Assistant Civil Architect</p> <p>Mr. Md. Arifur Rahman Superintendent, Control Dept.</p> <p>Mr. Masrur Rahman Executive Architect (Scale: 1:1000)</p> <p>Ms. Akila Bhuiyan Assistant Architect (Scale: 1:1000)</p>	
<p>Principal Designer Signature: _____ Executive Architect (Scale: 1:1000)</p>	
<p>Drawing No. _____ Scale: As shown Date: 08/02/2022 Sheet Size: A3</p>	



Signature of the Tenderer
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Section 6. TERMS OF REFERENCE (TOR)

- Background of the project

Ramna Park, also called the “Oxygen Chamber” of Dhaka, is a large park and recreation area situated at the heart of Dhaka, the capital city of Bangladesh. This forested park with lake near its center is one of the most beautiful areas in Dhaka. It was founded in 1949 and the present landscape of Ramna Park was designed in 1952 by the Public Works Department of Bangladesh (former C&B Department). The lake was excavated deeper and extended in length. Walkways and garden paths were built in phases as, sections were re-graded and replanted. Irrigation of the rare variety of tree saplings was done by tree wells, with deep vertical tubes/watering pipes to encourage roots to grow deeply. A bud-shaped water tower to supply them was built on the park's northern side. To re-design and modify the Ramna Park into a modern one “Infrastructural development of Ramna Park including Lake with overall beauty enhancement” project has been initiated and completed successfully by the Public Works Department. Under this project a coffee corner with modern facilities has been constructed.


- Objectives of the assignment


The main objectives of the assignment are to operate and maintain the the “Coffee Corner” and “Paddle Boat Operation” for the visitors of Ramna Park.


- **Scope of Services**

1. The "Coffee Corner" and “Paddle Boat Operation” at Ramna Park will be leased out for a period of 5(five) years from the date of execution of the lease deed.
2. After the completion of the present lease the lessee will be bound to vacate the lease property. The lessor will not in any way be under any legal compulsion for further renewal of the present lease deed. But

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(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


when the contract will expire they may participate in the fresh tender invited by the lessor.

3. The lessee will have to provide five four-seater and five two-seater paddle boats. The platform for the operation of the paddle boats has to be built by the lessee at the specific location beside the Coffee Corner. The quality of paddle boats must be approved by the client or his authorized representative, here the concerned Sub-Divisional Engineer of PWD.
4. A lease agreement deed with the full terms and conditions will be executed in between the Executive Engineer, City PWD Division, Dhaka and the lessee on required Non-judicial stamp and cartridge papers in duplicate, each copy of the same will be kept with each executor. The stamps and cartridge paper will be however supplied by the lessee within 7(Seven) days from the date of instruction from the lessor.
5. The amount of Lease Money shall be payable Monthly in advance. Lease Money of the first month will have to be paid within 7 (Seven) days from the date of receipt of accepting the draft lease deed by the lessee and before execution of lease deed. Failing which his/their lease will be cancelled & tender security will also be forfeited. Lease money of the subsequent month will have to be paid within 1st week of the commencing month. (For example:-The payment of the month January is payable within 1st week of January).
6. In case of default or delay in paying government dues, interest shall be charged at 9% (Nine percent) per month from the date if fell due till date of payment. But under any circumstances, the lessee must not be default for more than 2 (two) consecutive months. In case of default in payment for more than 2 (two) months, the owner shall have the right to recover the defaulted amount from the performance security and the contract will be liable to be cancelled without assigning any reason whatsoever.
7. Only the building and its front lawn (described in appendix: drawing) as already constructed and owned by the P.W.D will be leased out. All

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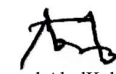
furniture, drapery, all utensils, crockeries and decorative electric light etc. will be provided by the Lessee. Chair should be with cushioned seats; all furniture should be made of good and seasoned timber or stainless steel or painted steel and the lessee cannot claim any cost to the lessor when contract is ended. The lessor will not bear any cost for any decorative works done by the lessee.

8. All rent, taxes etc. payable to the government and local bodies for the time being in force and those which may be levied in future shall be paid by the lessee.
9. The lessee shall take care and maintain the properties by distempering/plastic paint, Synthetic enamel painting, decoration, replacement of fused bulbs etc. and other repair work at his own cost. The lessee shall have to take regular servicing and refrigerant re-charge of VRF system air-cooler at his own cost.
10. The coffee corner shall not remain open to public before 06.00 hours and after 22.30 hours as per Bangladesh standard time.
11. Gambling and supplying of liqueur is strictly prohibited in the Coffee Corner.
12. No cooking be done outside the kitchen.
13. Use of wood or coal fuel is not permissible. Only Kerosene/Gas or other oil stoves or electric cooking ranges and toasters etc. shall be used.
14. The connection of water, electricity and gas will be provided by the concerned Authority and the lessee is to pay the bills of water, Electricity & Gas regularly to the concerned service organizations. The lessee has to be informed with duplicate copy of paid bills to lessors in time.
15. Waiters and other staff will have to be provided with liveries at own cost of lessee. The liveries and dusters etc. should always be kept clean.
16. The price list of all foods and soft drink items shall be approved by the competent Authority and the approved list will be kept printed in the Menu by the caterer. Good and hygienic food should be supplied at an

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(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka


approved price. The selected food menu has been attached with the tender documents.

17. The Executive Engineer, City P.W.D Division and Officer as specially authorized for the purpose by him, shall have the right of access into the Coffee Corner or any part thereof for the purpose of inspection along with the lessee or his representative who will be available in time.
18. No person shall be allowed to stay at night within the Coffee Corner premises, except night guards and staff with proper identity cards to be issued by the Executive Engineer, City P.W.D Division, Dhaka on written request of the lessee.
19. The building, lawn, compound, approach, lavatories etc. shall be kept clean by lessee at all time. For lack of cleanliness or any encroachment within the approved area, the lease shall be terminated with one month prior notice.
20. No addition & Alteration to the structures of the "Coffee Corner" can be done by the lessee. Additional structure, Shed, covering etc. are also not allowed to be constructed by the lessee. Essential decorative work may be done by the lessee at his/their own cost on prior approval of the Chief Engineer, Public Works Department. The lessee will not be allowed to take out any decorative work done by him/them at the end of lease contract. The lessee will be allowed to take out only the movable decoration & furniture at the end of lease Contract.
21. If the Executive Engineer, City P.W.D Division, Dhaka or any other Officer authorized by the Authority finds any deficiency in maintenance and upkeepment or any damage caused to any government property within and around the demised property, it will be pointed out to the lessee in writing and they shall remedy the deficiencies in maintenance and upkeep and carry out the repairs and restoration works expeditiously and within the time specified by the Executive Engineer, City P.W.D Division, Dhaka or any authorized officer, failing which the works will be carried out by the Executive Engineer, City P.W.D Division, Dhaka and shall forthwith be recovered from the lessee as

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public demand and in such circumstance the lease may also be cancelled.


22. The lease will be terminated by the Authority before expiry of the Agreement period in case of failure of the lessee to comply with the terms and condition of lease and upon such termination, the lessee shall vacate the premises with one month without claiming any compensation and after delivering possession of the demised premises to the Executive Engineer, City P.W.D Division, Dhaka who will inspect & prepare an estimate of cost if any, required to mend damages other than normal wear and tear and the lessee shall forthwith pay off the estimated amount. In case, the premises are not vacated, the Executive Engineer, City PWD Division, Dhaka will evict the lessee in accordance with law of land.
23. The lessee will be entirely responsible for Proper disposal of waste. It is however, stipulated that in the event of failure of municipal services the lessee shall take suitable alternative arrangement for carrying away the wastes or garbage regularly.
24. The compound shall be kept clean and tidy by the lessee at their own cost for all times.
25. The Government should have the power to remove or realize any amount due from the lessee under the terms of this lease either in part or in full and the balance, if any, under Bangladesh PDR Act, 1913.
26. The lessee shall have no right to sub-let the demised premise to any other party or parties.
27. On expiry of validity, this contract will be automatically cancelled and the lessee will hand over the said premises in due manner to the lessor, failing which the lessee will pay @ Tk1,50,000/- (One Lakh Fifty Thousand Taka Only) per day to the lessor till they

unauthorized occupy the said premises.

Signature of the Tenderer
with date & address (seal)



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City PWD Division, Dhaka.



(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

28. The lessee will prepare standard and hygienic food and drinks, which are compatible with other standard Coffee Shop of Dhaka City. Any deviation in this regard will not be acceptable to the lessor. The lessee will also prepare a price-list for every food and drink item displaying to all customers.
29. A lease deed will be executed between the lessor & lessee. The lessee has bound to accept any amendment in deed in addition to the terms & Conditions laid in this tender/Lease deed.
30. The "Coffee Corner" covers an area of 7544 Sft. (Entry lobby 407 Sft, Indoor sitting area 2155 Sft, Hanging veranda area 1008 Sft, Semi-outdoor sitting area 747 Sft, Open Veranda 320 Sft, Outdoor sitting area 1897 Sft, Kitchen 206 Sft, Store & service circulation area 319 Sft, Toilet/Wash area 485 Sft).
31. Lawn area of front side of the Coffee Corner will not be the part of the lease. It will remain open for all visitors of the park. The lawn area in question should not be used for any commercial purpose by providing any temporary Shed/Pandal/ Structure. It is only for the purpose of beautification of the Coffee Corner. So the lawn area is to be kept neat & clean by the lessee by cutting grass, sweeping, brooming regularly.
32. The difference between quoted rates of two consecutive years should not be more than 10 (Ten) percent.
33. The lessee will be fully accountable for any kind of accident occurred in the paddle boats.
34. Paddle boaters under the age of 18/ unable to swim must be accompanied by an adult who knows swimming. No diving/jumping into the water will be allowed.
35. The lessee has to provide sufficient life jackets, buoys and other safety equipment with the paddle boats.
36. Fishing from the paddle boat is strictly prohibited.
37. The Ramna Park Authority will not be responsible for the loss of any personal items of the visitors.

Signature of the Tenderer
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38. Any damage of Ramna lake properties done by the paddle boats will be fully compensated by the lessee. The lessee is responsible to clean paddle boat service area.
39. In the situation of bad weather (thunder, lightning, heavy raining etc.) the lessee must evacuate the paddle boat service area immediately.
40. In case of increasing demand, the lessee can provide additional paddle boats with the prior approval of Executive Engineer, PWD City Division, Dhaka. Additional rent will be added to the contract value as per the ratio of the contract agreement.
41. Only the following foods will be allowed in the Coffee corner:


Food Menu of the Coffee Corner at Ramna Park


1. Coffee
2. Tea
3. Juice (Packet)
4. Soft Drinks (Different types)
5. Cake
6. Pastry
7. Cookies
8. Ice-cream (Different types)


• **Special terms and conditions**

- i. After the expiry of the lease period the lessee will have to hand over possession of the land and building and of the machinery. Equipment, tools and plants, furniture etc. in good and running condition to the GOB as were handed over during agreement.
- ii. There will be one officer delegated by the GOB to look after the use and maintenance of the coffee corner and paddle boat operation. Upon his objection the rental or the sub-lease shall be cancelled by the lessee.
- iii. The agreement shall be terminated by the GOB if the management is found to be in default or guilty of gross misconduct (e.g. smuggling / money laundering) or violation of the terms and conditions of the agreement.

Signature of the Tenderer
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- iv. If the GOB wishes to terminate the agreement, it will notify the Investor minimum 30 (thirty) days before the effective date of termination.
- v. Upon termination of agreement, the lessee shall be bound to hand over all assets including lands, buildings to the GOB.
- vi. Lessee shall make good the damages done to the land, buildings, structures, installations and facilities. All the equipments, instruments, vehicles and stores that have become unusable shall be replaced by the lessee with brand new equipments, instruments, vehicles and stores of equivalent or better quality.
- vii. A committee of 3 members will audit all financial issues after every 6 (Six) months

- Requirements of the key personnel and job description

- a) Chief Executive Office- 1 (one) no.

Educational Qualification: At-least Bachelor Degree in relevant discipline from any reputed university. Preference will be given to the person having MBA from a reputed university.

Experience: 10 (ten) years general experience. 5 (five) years specific experience in hotel/ restaurant/ coffee corner management services.


Job Description: He will be responsible for overall management, operation and maintenance. He will provide guidance to the team leaders responsible for management, operation and maintenance. He will maintain liaison with the Clients as well as other stake holders.


- b) Manager (Coffee Corner)-1 (One) no.


Educational Qualification: Bachelor degree from any reputed educational institute.

Experience: 5 (five) years general experience. 3 (three) years proven experience in hotel/ restaurant/ coffee corner management services.

Signature of the Tenderer
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City PWD Division, Dhaka.


(Mohammad Abul Kalam Azad)
Executive Engineer
City PWD Division, Dhaka

Job Description: He will be responsible for operation of the Coffee Corner.

c) Manager (Paddle Boat Operation)-1 (One) no.


Educational Qualification: Bachelor degree from any reputed educational institute.


Experience: 5 (five) years general experience.


Job Description: He will be responsible for operation of the paddle boats.

d) The lessee is bound to replace any of his staff on his own arrangement on the ground of security concern from any security agency/Department.

Signature of the Tenderer
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