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ECOS ASSOCIATION OF APARTMENT OWNERS

ECOS, Jatragachi, PS-Eco Park, PO-Ghuni, New Town, Kolkata-700161

Registered under West Bengal Apartment Ownership Act, XVI of 1972

Registration No. 005272024 of 2024

Email: ecosassociation@gmail.com

TENDER DOCUMENT FOR

ANNUAL CONTRACT FOR INTEGRATED PROPERTY, FACILITY & ASSET MANAGEMENT SERVICES

at

ECOS

Jatragachi, PS-Eco Park, PO-Ghuni, New Town, Kolkata-700161

Tender Reference No.: ECOS/PAM/2026-27/01

NOTICE INVITING TENDER

ECOS Association of Apartment Owners ("ECOSAAO") invites sealed bids from qualified and experienced Property and Facility Management Companies to provide **Integrated Property, Facility and Asset Management Services** for ECOS Residential Complex.

The selected contractor shall be responsible for complete management, operation, maintenance, administration and reporting of all common assets and services.

Contract Period: One (1) Year (initially), with extension of **one additional year** based on performance review.

Location: ECOS Residential Complex, Jatragachi, New Town, Kolkata – 700161.

Bid System: Two Bid System (A. Technical Bid, B. Financial Bid).

EMD: INR 2,00,000 (Rupees Two Lakh only).

Security deposit: 5% of the Annual Contract Value

Performance Bank Guarantee: 10% of Annual Contract Value.

Bid Validity: 90 Days.

Details are available on All Tower Notice Boards. The bid shall remain valid for 90 days from the date of opening of the technical bid. Any future clarification and/or corrigendum(s) shall be communicated through Notice Boards or directly to any prospective bidder through e-mail.

A. IMPORTANT INFORMATION

Item	Details
1. Location of Work	ECOS, Jatragachi, P.S.-Eco Park, P.O.-Ghuni, New Town, Kolkata-700161.
2. Name of Work	Annual Contract for Integrated Property, Facility and Asset Management Services at ECOS.
3. Contract Period	The initial period of contract will be for ONE year. Extension: One additional year based on performance review.
4. Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakh only) to be paid through NEFT/RTGS/any other online mode in favour of ECOS ASSOCIATION OF APARTMENT OWNERS. Bank: State Bank of India, Newtown, Rajarhat Branch, A/c No. 42970485192, IFSC: SBIN0005112.
5. Pre-bid Meeting	ECOSAAO may conduct a pre-bid meeting. Clarifications issued during pre-bid meeting shall form part of tender conditions. Site visits are mandatory for all bidders.
6. Technical Bid & Financial Bid to be submitted to	Hard copy through two separate sealed envelopes addressed to the President, ECOSAAO or Soft pdf copy through email: ecosassociation@gmail.com along with all required documents duly signed by the vendor. Note: Soft copy documents must be password-protected. Please provide the contact number of the relevant person in the email for further communication regarding the password during the tender opening.
7. Last Date of Submission	04.07.2026 upto 5:00 PM
8. Date of Opening of Technical Bid	05.07.2026 upto 5:30 PM
9. Officer Inviting Bid	The President, ECOSAAO, Kolkata - 700161.
10. Clarification Contact	ecosassociation@gmail.com

Bid System: Two Bid System.

Bid Validity: 90 Days from opening of technical bid.

B. ELIGIBILITY CRITERIA FOR THE BIDDERS

The Bidder must satisfy **all** the following criteria:

1. **Legal Status:** The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body or LLP legally constituted as per law with valid registration.

2. **Experience:** Minimum **5 years** of experience in rendering Property & Asset Management / Facility Management services in large residential/commercial establishments. Bidder should have managed at least **one Residential Township with a minimum of 200 Apartments** during the preceding 5 years. Work experience in large Govt./private/public properties or similar will be preferred.
3. **Financial Eligibility:**
 - Average Annual Turnover: **INR 5 Crores** for preceding three financial years.
 - Positive Net Worth: Mandatory.
 - Minimum Solvency: **INR Rs. 1 Crore** (Solvency Certificate from Scheduled Commercial Bank).
4. **Similar Works Experience** (in preceding years):
 - One completed similar job of value not less than Rs 11000000/-, **OR**
 - Two completed each not less than Rs 8800000/-, **OR**
 - Three completed each not less than Rs 6600000/-.
5. **Statutory Registrations (Mandatory):**
 - GST Registration
 - PAN
 - EPF Registration with PF code
 - ESI Registration
 - Professional Tax Registration
 - Labour License (issued by Jurisdictional Labour Commissioner)
 - PSARA License (for security deployment)
 - Valid Trade License
6. **Office:** The bidder should have an office in **Kolkata**.
7. **Manpower:** All deployed personnel must be above 18 years of age, police verified (background verification mandatory), medically fit, and able to speak, read & write **Bengali, Hindi and English**. Antecedents verified from local Police authorities. Adequate manpower of requisite qualification and experience to be confirmed via undertaking.
8. **Litigation & Blacklisting:** No case pending with police/court against the proprietor/firm/partner/company. Must not have been blacklisted/Holiday listed by any Government, Semi-Govt., PSU, Municipal Authority or Residential Association during preceding 5 years. Full disclosure of all Arbitration cases, Court cases, Regulatory proceedings during preceding 5 years required.
9. **Conflict of Interest:** Bidder shall disclose existing relationships with Board members, existing service contracts within ECOS, related party transactions. Failure to disclose results in disqualification.

10. All technical compliance, financial terms, and this NIT document are to be signed and stamped by the bidder.

The Competent Authority of ECOSAAO reserves the right to reject all or any tender without assigning any reason thereof.

C. DOCUMENTS REQUIRED WITH TECHNICAL BID IN SUPPORT OF FOLLOWING INFORMATION

All documents listed below must be submitted:

Sl. No.	Document Description
1	Certificate of Incorporation / Registration of Firm (with Constitution/legal status)
2	PAN Card
3	GST Registration Number & Certificate
4	EPF Registration with PF Code & Challans
5	ESI Registration & Challans
6	Professional Tax Registration
7	Labour License (from Jurisdictional Labour Commissioner)
8	PSARA License (valid)
9	Trade License
10	Audited Financial Statements, Balance Sheet & Profit & Loss A/c of previous three financial years duly certified by CA
11	Annual Turnover Certificate (last 3 years) duly certified by CA
12	Solvency Certificate (min. INR 1 Crore) from Scheduled Commercial Bank
13	Income Tax Return (ITR) of last financial year
14	Organization Structure & Key Personnel Details (including Property Manager qualification & experience)
15	Details of managerial, supervisory and other staff with biodata
16	Power of Attorney of signatory (if applicable)
17	Bank Details (Name, Branch, A/c No., Type, Operators) with cancelled cheque & Banker's Certificate
18	Similar Project Credentials & Client References (with contact persons)
19	Details of works of similar nature carried out in last 3-5 years (with completion certificates or ongoing contract proofs)
20	Litigation Declaration / List of Arbitration/Court/Regulatory cases (last 5 years) – use ANNEXURE F format
21	Non-Blacklisting Declaration (affidavit on stamp paper) – use ANNEXURE D format
22	Conflict of Interest Declaration – use ANNEXURE E format
23	Undertaking confirming availability of adequate qualified manpower

Sl. No.	Document Description
24	EMD Proof (transaction details)
25	Signed & Stamped Complete Tender Document (all pages)
26	Company Details
27	Any other supporting documents as required

Note: Technical Bid shall **not** contain any commercial/financial information. All documents to be self-attested where applicable.

D. SCOPE OF THE CONTRACT

1. JOB DESCRIPTION

We are a housing complex with **217 apartments** including servants' quarters, service providers' rooms distributed in 4 tower buildings, and the total CAM area: **297,615 sq. ft.** plus Basement & Ground parking spaces, 1 Banquet Hall including kitchen, 1 gymnasium, 1 kids' playroom, 1 TT Room, 1 Yoga room, 2 massage rooms, 1 Library, 1 Lounge, 1 Reception at Clubhouse & 1 Swimming Pool. There are **8 elevators** in four towers, Borewells, Drinking and Fire Water pumping station, **Water Treatment Plant (WTP)**, Electrical panel rooms, **Sewage Treatment Plant (STP)**, and Two DG sets. Besides this, we have common ground space including 1 multipurpose court, 1 Badminton Court, lawns, gardens, Cabana & children's play areas.

We need strategic and comprehensive **integrated property facility management services** delivered by expert teams with increased value of owning, living standard in a modern residential complex consisting of:

- Skills, experience and process to drive risk exposure minimization.
- Streamline reporting through IT platforms as per our specific property needs.
- Ensure the highest levels of safety and security for the residents, stringent processes and procedures and delivery of sustainable performance across all the properties.
- Experience with integrated Residential and Commercial developments.
- Focus on sustainability improvements and sustainable maintenance of building & property.
- Cost Saving measures to optimize operational costs.
- Attraction of quality personnel with improved staff retention and career planning.
- Reviews on quarterly basis of primary services viz. Fire and Safety, O&M, Housekeeping, Security, Systems and Processes like:
 - Electrical Installations,
 - Air conditioning Systems of the common areas,
 - Mechanical Ventilation Systems,
 - Civil and Carpentry fixtures of the common areas,
 - Pumps and sewerage system,

- Firefighting system,
- CCTV surveillance system,
- Water bodies and other utilities,
- Supervision of all events in ECOS campus throughout the year,
- Inventory management.

Manpower Requirements: - The manpower to be engaged should not be below 18 years of age. - Manpower deployed should be able to speak, read & write Bengali, Hindi and English. It is essential that provided manpower must be able to receive and understand both written and verbal instructions and shall be able to undertake, plan and progress a series of tasks without supervision. Previous experience in office/establishment, housekeeping, and security preferably in large residential/commercial property is desirable. - His/her antecedents should have been got verified by the agency from the local Police authorities (Background Verification mandatory – Police Verification, Identity Verification, Address Verification).

2. GENERAL OPERATING PRINCIPLES

The Contractor shall operate, maintain, and manage the entire ECOS campus through an ***Integrated Facility Management model***.

The Contractor shall be fully responsible for: - Property Management - Resident Services - Security Management - Housekeeping - Engineering Services - Fire & Life Safety - Asset Management - Vendor Management - Landscaping - Accounting Support - Collection Follow-up - Statutory Compliance - Reporting and Governance

The Contractor shall deploy competent, trained, and qualified personnel. The Contractor shall provide all supervision, management systems, operational procedures, and reporting systems necessary for effective performance. The Contractor shall establish a **Site Management Office** at ECOS.

3. PROPERTY MANAGEMENT SERVICES

3.1 Property Manager

A Dedicated **Property Manager** shall be deployed.

Minimum Qualification: Graduate Engineer / MBA / Facility Management Graduate.

Experience: Minimum **7 years** in residential facility management.

Responsibilities: - Overall administration. - Resident relationship management. - Vendor management. - Contractor supervision. - Budget management. - Monthly reporting. - Compliance monitoring. - Insurance monitoring. - Asset management oversight. - Board coordination.

3.2 Board Coordination

Property Manager shall attend all Board Meetings. Prepare Agenda, MOM, Action Tracker (updated weekly).

3.3 Resident Communication

Contractor shall issue Circulars, Notices, Advisories, Emergency Alerts through approved communication channels.

4. RESIDENT HELPDESK MANAGEMENT

4.1 Helpdesk Operation

Helpdesk shall operate: Monday to Saturday: 9:00 AM to 7:00 PM. Emergency Services: 24x7.

4.2 Digital Platform (Mandatory)

- Resident App - Visitor Management - Complaint Tracking - Facility Booking - Payment Tracking - Notice Board - Document Repository

4.3 Complaint Categories

- Category A: Emergency - Category B: Urgent - Category C: Routine

4.4 Escalation Matrix

Level 1: Helpdesk Executive → Level 2: Facility Engineer → Level 3: Property Manager → Level 4: Board Representative.

4.5 Complaint Closure

Complaint cannot be closed without Resident confirmation **OR** Physical verification.

5. HOUSEKEEPING OPERATIONS MANUAL

5.1 Scope: The Contractor shall maintain all common areas.

5.2 Areas Covered: Lobbies, Corridors, Staircases, Basements, Parking Areas, Clubhouse, Gymnasium, Library, Swimming Pool Deck, Community Hall, Open Areas, Roads, Play Areas, Security Cabins, Pump Rooms.

5.3 Daily Activities: - Morning Shift: Sweeping, Wet Mopping, Dusting - Afternoon Shift: Spot Cleaning, Garbage Collection - Evening Shift: Final Cleaning Round

5.4 Garbage Management (Mandatory Segregation): Wet Waste, Dry Waste, E-Waste, Hazardous Waste. Garbage rooms shall be disinfected daily.

5.5 Pest Control: Monthly General Pest Control; Quarterly Rodent Control & Anti-Termite Treatment.

5.6 Deep Cleaning: Monthly (Parking Areas, Clubhouse, Lift Interiors); Quarterly Comprehensive Deep Cleaning.

6. SECURITY MANAGEMENT MANUAL

6.1 Security Objective: Protection of Residents, Visitors, Assets, Common Property.

6.2 Coverage: 24x7 Security Coverage.

6.3 Access Control: All entries shall be recorded. Visitors: Registration, Verification, Approval (via app where applicable).

6.4 Security Duties: Gate Control, Patrol Management, Parking Control, Incident Response, Emergency Support.

6.5 Patrol Requirements: Minimum one patrol every 2 hours. Patrol Log is mandatory.

6.6 Incident Reporting: Mandatory reporting within **30 Minutes** for Theft, Fire, Accident, Vandalism, Medical Emergency.

6.7 Emergency Response: Security Team shall act as first responders.

6.8 CCTV Monitoring: 24x7 monitoring. Retention Period: Minimum **90 Days**.

7. ENGINEERING SERVICES

7.1 Objective: Ensure uninterrupted operation of all engineering assets.

7.2 Assets Covered: Transformers, LT Panels, DG Sets, Lifts, Pumps, STP, WTP, Fire Systems, HVAC, Electrical Infrastructure.

7.3 Engineering Logbooks (Mandatory): Shift Log, Breakdown Log, Maintenance Log, Energy Log.

8. ELECTRICAL SYSTEM MANAGEMENT

- **Daily Checks:** Voltage, Current, Frequency, Temperature.
- **Monthly Activities:** Panel Inspection, Tightening, Cleaning.
- **Quarterly Activities:** Thermography, Load Analysis.
- **Earthing:** Half-Yearly Testing. Earth Resistance Report mandatory.

9. DG SET MANAGEMENT

- **Daily:** Fuel Level, Battery Status, Oil Level.
- **Weekly:** Test Run.
- **Monthly:** Load Test.
- **Annual:** Major Preventive Maintenance.

10. LIFT MANAGEMENT

- **Scope:** Monitoring Lift AMC Contractor.
- **Daily:** Visual Inspection.
- **Monthly:** Breakdown Analysis.
- **Rescue Drill:** Quarterly.
- **Statutory Compliance:** Lift Licenses shall remain valid at all times.

11. STP MANAGEMENT

- **Daily:** pH Monitoring, Flow Monitoring, Sludge Monitoring.
- **Weekly:** Equipment Inspection.

- **Monthly:** Water Testing.
- **Compliance:** Treated water quality shall comply with applicable PCB norms.

12. WTP MANAGEMENT

- **Daily:** Pressure Monitoring, Pump Inspection.
- **Weekly:** Chemical Consumption Monitoring.
- **Monthly:** Water Quality Analysis.
- **Records:** Water Quality Register mandatory.

13. FIRE & LIFE SAFETY MANAGEMENT

13.1 Fire Safety Objective: Zero tolerance for non-compliance.

13.2 Monthly Activities: Pump Testing, Alarm Testing, Hydrant Testing.

13.3 Quarterly Activities: Fire Drill.

13.4 Half-Yearly: Evacuation Drill.

13.5 Fire NOC: Contractor responsible for monitoring validity and renewal coordination.

14. LANDSCAPING & HORTICULTURE

14.1 Areas Covered: Lawns, Gardens, Trees, Shrubs, Water Features.

14.2 Activities: Watering, Pruning, Fertilizing, Weeding.

14.3 Replacement: Dead plants shall be replaced within **15 days**.

15. ASSET MANAGEMENT

15.1 Asset Register: Digital Asset Register mandatory.

15.2 Asset Data (for each asset): Asset Number, Description, Location, Manufacturer, Capacity, Installation Date, Warranty Date, AMC Details.

15.3 Asset Health Assessment: Quarterly. Classification: A Excellent, B Good, C Fair, D Critical.

15.4 Capital Replacement Plan: Annual plan mandatory.

16. VENDOR MANAGEMENT

16.1 Vendor Register: Mandatory.

16.2 Vendor Evaluation: Quarterly evaluation. Criteria: Quality, Cost, Response Time, Compliance.

16.3 Vendor Performance Rating: A Excellent, B Good, C Acceptable, D Unsatisfactory.

17. PROCUREMENT MANAGEMENT

17.1 Procurement Principles: Transparency, Competition, Fairness, Value for Money.

17.2 Quotations: Minimum Three Quotations.

17.3 Comparative Statement: Mandatory.

17.4 Purchase Orders: No procurement without approved Purchase Order.

18. ACCOUNTING SUPPORT

Contractor shall: Generate Bills, Follow-up Collections, Maintain Resident Ledger, Maintain Vendor Ledger, Assist Society Accountant, Prepare MIS.

19. COLLECTION MANAGEMENT

19.1 Monthly Billing: Bills shall be generated within the first five days.

19.2 Collection Follow-up: Weekly ageing review.

19.3 Collection Target: 95% collection efficiency.

20. STATUTORY COMPLIANCE MANAGEMENT

Compliance Register is mandatory. Coverage: Fire NOC, Lift License, Labour Laws, GST, EPF, ESI, Professional Tax, Pollution Control.

21. REPORTING REQUIREMENTS

- **Daily Reports:** Security Report, Engineering Report.
- **Weekly Reports:** Complaint Report, Collection Report.
- **Monthly Reports:** Operations Report, Compliance Report, Asset Report, Financial Report.
- **Quarterly Reports:** Asset Health Assessment, Vendor Performance Review.
- **Annual Reports:** Budget Report, Capital Expenditure Plan, Asset Replacement Plan.

SLA, KPI & Penalty Framework

22. SERVICE LEVEL AGREEMENT (SLA) FRAMEWORK

The SLA Framework establishes measurable service standards, performance requirements, monitoring mechanisms and contractual consequences for non-performance. All SLAs shall be monitored monthly.

23. RESIDENT COMPLAINT MANAGEMENT SLA

Category	Example	Response Time	Resolution Time	Target Achievement
Emergency (A)	Power Failure, Lift Entrapment, Fire, Water Leakage	15 Minutes	2 Hours	95%+
Urgent (B)	Plumbing, Security Incident,	30 Minutes	8 Hours	95%+

Category	Example	Response Time	Resolution Time	Target Achievement
	Pump Failure			
Routine (C)	Cleaning, Landscaping, Civil Repair	4 Hours	48 Hours	95%+

Monthly Escalation:

95%+ = Compliant

90%-95% = Warning

85%-90% = Penalty

Below 85% = Major Default

24. HOUSEKEEPING SLA

- Daily Cleaning Compliance: **100%**
- Common Area Cleanliness Score: Minimum **95%**
- Garbage Collection: **100%**
- Odour Complaints: **Nil**
- Pest Complaints: Maximum **2 per Month**
- Quality Audit: Weekly Internal Audit + Monthly Joint Audit

25. SECURITY SLA

- Security Post Coverage: **100%**
- Patrolling Compliance: **100%** (one patrol every 2 hours)
- Visitor Entry Logging: **100%**
- Incident Reporting: Within **30 Minutes**
- CCTV Availability: **99%**
- Visitor Management System Availability: **99%**

26. ENGINEERING SLA

- Electrical Availability: **99%**
- Water Supply Availability: **99%**
- DG Availability: **99%**
- Lift Availability: **99%**
- Fire System Availability: **100%**
- Pump Availability: **99%**
- STP Availability: **98%**
- WTP Availability: **98%**

27. HELPDESK SLA

- Call Pickup: Within **3 Rings**
- Email Acknowledgement: Within **2 Hours**
- Complaint Registration: Within **15 Minutes**
- Ticket Closure Validation: **Mandatory** (Resident confirmation or physical verification)
- Resident Satisfaction Score: Minimum **85%**

28. FINANCE & ACCOUNTING SLA

- Monthly Billing: Within **5 Days** of month start

- Bank Reconciliation: Within **10 Days**
- Vendor Payment Processing: Within **7 Days** of Approval
- MIS Submission: By **10th** of Every Month
- Collection Efficiency: **95%**

29. KPI FRAMEWORK (Maximum Score: 100)

- Engineering Operations: **20 Marks**
- Housekeeping: **15 Marks**
- Security: **15 Marks**
- Compliance: **15 Marks**
- Resident Satisfaction: **20 Marks**
- Financial Management: **10 Marks**
- Reporting Accuracy: **5 Marks**

30. KPI SCORING MATRIX

- Score 90-100: **Outstanding**
- Score 80-89: **Acceptable**
- Score 70-79: **Improvement Required**
- Score Below 70: **Unsatisfactory**

Consequence:

- 1 Month below threshold: Corrective Action Plan
- 2 Consecutive Months: Penalty
- 3 Consecutive Months: Termination Trigger

31. PENALTY MATRIX (Exact amounts; applied monthly based on verified breaches)

SECURITY

- Guard Absent: Rs. 2,000 per shift
- Supervisor Absent: Rs. 5,000 per shift
- Security Incident due to Negligence: Rs. 25,000 per incident
- Unauthorized Entry: Rs. 10,000 per incident

HOUSEKEEPING

- Missed Cleaning Schedule: Rs. 1,000 per occurrence
- Garbage Accumulation: Rs. 5,000 per occurrence
- Pest Infestation due to Negligence: Rs. 10,000 per occurrence

ENGINEERING

- Critical Equipment Breakdown due to Negligence: Rs. 25,000 per incident
- Missed Preventive Maintenance: Rs. 5,000 per asset
- Failure to Maintain Logs: Rs. 2,000 per occurrence

FIRE SAFETY

- Missed Fire Drill: Rs. 25,000
- Expired Fire NOC: Rs. 50,000
- Non-Functional Fire Pump: Rs. 25,000
- Non-Functional Fire Alarm: Rs. 10,000

COMPLIANCE

- Expired Lift License: Rs. 50,000
- Labour Law Non-Compliance: Rs. 25,000
- PF Default: Rs. 50,000
- ESI Default: Rs. 50,000

REPORTING

- Monthly Report Delay: Rs. 2,500 per day
- False Reporting: Rs. 1,00,000
- Concealment of Incident: Rs. 50,000

DATA SECURITY

- Unauthorized Disclosure: **Immediate Termination**
- Data Loss: Actual Damages + Rs. 1,00,000

(Note: Penalties are cumulative where multiple breaches occur; verified via audits/logs/digital platform. Repeated or systemic failures trigger escalation per KPI consequences.

32. COMPLIANCE CALENDAR (Mandatory adherence)

MONTHLY: PF Deposit, ESI Deposit, GST Compliance, Waste Disposal Review, Safety Inspection, Complaint Audit, Collection Review.

QUARTERLY: Fire Drill, Vendor Evaluation, Asset Health Audit, Risk Assessment, Water Quality Testing, Security Audit.

HALF-YEARLY: Earth Resistance Test, Electrical Inspection, Emergency Evacuation Drill, Insurance Review.

ANNUAL: Fire NOC Review, Lift License Review, Budget Preparation, Asset Verification, Capex Planning, Statutory Compliance Audit.

33. PREVENTIVE MAINTENANCE SCHEDULE (Exact frequencies)

TRANSFORMER: Daily Visual Inspection; Monthly Cleaning; Quarterly Oil Testing; Annual Comprehensive Testing.

DG SET: Daily Fuel & Oil Check; Weekly Trial Run; Monthly Load Test; Annual Major Service.

PUMPS: Daily Inspection; Weekly Lubrication; Monthly Performance Check; Annual Overhaul.

LIFTS: Daily Visual Inspection; Weekly Ride Quality Check; Monthly Vendor Service Review; Quarterly Rescue Drill.

FIRE SYSTEM: Monthly Hydrant/Pump/Alarm Test; Quarterly Fire Drill; Annual Fire Audit.

STP: Daily pH/Flow/Sludge Monitoring; Weekly Equipment Inspection; Monthly Water Testing; Quarterly PCB Review.

WTP: Daily Pressure/Pump Monitoring; Weekly Consumable Check; Monthly Water Analysis; Annual System Overhaul.

Detailed Report/Register Formats:

All formats listed below are **mandatory** for digital and/or paper records. The Contractor shall maintain these in the exact column structures as specified. The following table provides the complete details:

Report / Register	Column Structure / Details
Monthly Operations Report	Parts A–G (structured as follows): • Part A: Executive Summary • Part B: Resident Complaints – Opening Complaints, New Complaints, Closed Complaints, Pending Complaints • Part C: Engineering – Breakdowns, PM Activities, Energy Consumption • Part D: Security – Incidents, Patrolling Compliance, Visitor Statistics • Part E: Housekeeping – Audit Scores, Pest Control Activities • Part F: Compliance – Status of Licenses (Fire NOC, Lift, etc.), PF, ESI, GST • Part G: Financial – Billing, Collections, Outstanding Dues, Vendor Payments
Asset Register	Asset ID, Asset Category, Asset Description, Location, Manufacturer, Model, Capacity, Installation Date, Warranty Expiry, AMC Vendor, AMC Expiry, Replacement Cost, Current Condition, Asset Health Score (A–D), Remarks
AMC Register	Asset, Vendor, Contract Number, Start Date, End Date, Value, Coverage, Response Time, Renewal Date, Remarks
Complaint Register	Complaint Number, Date, Resident Name, Flat Number, Category (A/B/C), Description, Assigned To, Status, Closure Date, Resident Confirmation
Incident Register	Incident Number, Date, Location, Description, Persons Involved, Corrective Action, Preventive Action, Closure Date
Vendor Performance Review	Vendor Name, Contract Type, Quality Score, Response Score, Cost Score, Compliance Score, Overall Rating (A: Excellent, B: Good, C: Acceptable, D: Unsatisfactory)
Audit Protocols	• Monthly Internal Audits: Housekeeping Audit, Security Audit, Engineering Audit, Complaint Audit, Compliance Audit • Quarterly Joint Audits: Conducted with Board Representative, Property Manager (PM), Facility Engineer (FE), Vendor Representative • Annual Third-Party Audits: Fire Safety Audit, Electrical Safety Audit, Asset Audit, Compliance Audit, Financial Audit
Risk Register	Risk ID, Risk Description, Likelihood, Impact, Risk Rating, Mitigation Plan, Owner, Review Date, Status
Business Continuity Monitoring	Emergency Contact List, Disaster Recovery Plan, Backup Vendors List, Critical Asset Register, Emergency Response Teams; Quarterly Testing Mandatory

Note: These registers and reports shall be maintained up-to-date, auditable, and submitted as per the Reporting Requirements schedule (Daily/Weekly/Monthly/Quarterly/Annual). Digital formats (e.g., spreadsheets or integrated software) are preferred for ease of tracking

and auditing. The Association reserves the right to modify these reporting formats at any time to meet its specific operational requirements.

E. TYPE OF BIDS TO BE SUBMITTED

The bidders are required to submit two types of bids along with necessary and supportive documents. These are: -

1. The first bid (Technical Bid) should be submitted on the letterhead of the bidder in the format given as ANNEXURES C with subject line “TECHNICAL BID for Integrated Property & Asset Management at ECOSAAO” and should contain all mandatory Documents as mentioned at point C above and EMD.
2. The second bid should be superscripted with “FINANCIAL BID” and should contain only the signed “commission percentage sheet” / detailed cost breakup in the format given as ANNEXURE B with subject line “FINANCIAL BID for Integrated Property & Asset Management at ECOSAAO”.

F. BID OPENING AND EVALUATION

All the bids will be opened and evaluated as per standard procedure by a committee constituted by the competent authority of ECOSAAO in the presence of the participating bidders (if any). Only one authorized representative from each bidder will be allowed.

Technical Evaluation (Maximum Marks: 100):

Criteria	Marks
Experience	30
Financial Strength	25
Key Personnel	15
Methodology	15
Technology Platform	05
Compliance	10
Total	100

Minimum Technical Qualification Score: 70 Marks.

Financial Bid shall be opened only for technically qualified bidders.

Financial Evaluation: Commercial Evaluation shall consider Management Fee, Service Charges, Technology Charges, Administrative Charges, Total Cost of Ownership. ECOSAAO reserves the right to reject abnormally low bids.

Selection Method: Quality and Cost Based Selection (QCBS) – Technical Weightage: **70%**, Financial Weightage: **30%**. Board reserves absolute discretion. Lowest bidder shall not automatically qualify.

In case of tie in Financial Bid, selection based on: a) Numbers of years of experience, b) Annual turnover during the last financial year, c) Number of manpower outsourced at present.

G. GENERAL TERMS AND CONDITIONS

1. The bidder shall pay Earnest Money (EMD) of Rs. 2,00,000/- along with the technical bid through NEFT/RTGS/any other online mode. Bids received without EMD shall stand rejected.
2. ECOS Existing Property Management companies are exempted from submitting EMD.
3. **Forfeiture of EMD:** The Earnest Money is liable for forfeiture in the event of:
 - a) The qualified Bidder refuses to accept the contract.
 - b) Non-confirmation of acceptance by bidder within stipulated time after award of contract.
 - c) Any unilateral revision made by the bidder during the validity period of the offer.
 - d) Fails to carry out the obligations in contract or, if the project is left midway by the vendor.
 - e) Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
 - f) No communication from the tenderer in the form of any clarification or information/ document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the ECOSAOA.
4. The EMD deposited by successful bidder will be adjusted with the **Security Deposit** which is **5%** of the Annual Contract Value and a **Performance Bank Guarantee which is 10%** of Annual Contract Value, from any nationalized/scheduled commercial bank drawn in favour of ECOS ASSOCIATION OF APARTMENT OWNERS enforceable at Kolkata. The above SD & Bank Guarantee should be submitted within **15 working days** from the date of award of contract and should be valid for over three months after the expiry of the period of the contract (or Contract Period + 90 Days as per detailed tender). No interest will be earned against the SD amount.
5. The SD will be forfeited in case of non-fulfillment of any of the terms and conditions of the contract.
6. The EMD will be refunded without interest to the unsuccessful bidders at the earliest after finalization of the contract.
7. The bid shall be valid and open for acceptance for a period of **90 days** from the date of opening of the technical bid.

8. Tender will be accepted, and Contract will be finalized only with those tenderer(s) who in the opinion of ECOSAAO shall have capacity and resources to execute the contract.
9. An agreement shall be signed with the successful bidder as per specimen (ANNEXURE) within 7 days of the award.
10. ECOSAAO reserves the right to award the contract or part thereof to one or more tenderers. Decision of ECOSAAO is final and binding.
11. All services shall be performed by persons who are **qualified and skilled** as per the eligibility criteria for each category.
12. The agency preferably should deploy from the **existing experienced workforce** as recommended by ECOSAAO. All personnel must have no police records/criminal cases pending. The agency shall conduct proper enquiries into character and antecedents and ensure personnel are **medically fit** (medical fitness certificate to be provided on request). Complete **bio-data** must be submitted for all deployed individuals. **Photo identity cards** shall be provided as per Contract Labour rules.
13. The agency shall **immediately withdraw or replace** any employee found unsuitable by ECOSAAO upon request.
14. There is **no master-servant relationship** between ECOSAAO and the deployed personnel. The personnel shall have **no claim for absorption, regularization, or benefits** under the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
15. Deployed personnel shall **not divulge or disclose** any confidential information regarding office operations, processes, technical know-how, security, or administrative matters.
16. Personnel must be **polite, cordial, positive, and efficient** in their work to promote goodwill and enhance the image of ECOSAAO.
17. The agency shall ensure **proper conduct** of all personnel on premises and strictly prohibit consumption of alcoholic drinks, paan, gutkha, smoking, or loitering without work.
18. The agency is fully responsible for any **act of indiscipline** by its deployed personnel.
19. No person below the age of **18 years** shall be deployed.
20. If required, the agency shall provide **additional manpower at short notice** for temporary deployment at the mutually agreed rates.
21. The agency shall provide suitable **uniforms** (including shoes, dress, winter sweaters) and **safety gears** (caps, batons, glasses, gloves, tools) to all security, housekeeping, and gardening staff.

22. **Transportation, food, medical care, and all statutory requirements** for each deployed person are the **sole responsibility** of the agency.
23. **Working hours** for office staff: normally **8.5 hours per day (9:00 AM to 5:30 PM), Monday to Saturday**, with a half-hour lunch break (or as notified). O&M and emergency services shall be **round the clock** with relieving personnel arranged whenever any staff is absent.
24. The agency shall declare holiday entitlements and arrange suitable **substitutes** for leave.
25. The agency is **wholly and exclusively responsible** for payment of wages and all statutory dues (Minimum Wages Act, EPF, ESI, Bonus, Gratuity, etc.) in compliance with applicable labour laws. ECOSAAO shall not be liable for any such expenditure. The agency must provide EPF/ESI registration details of all engaged employees.
26. The agency shall ensure timely deposit of PF/ESI contributions and submit proof to ECOSAAO **within 1 week** of the due date.
27. Wages of deployed staff must be released by the agency **within 7 (seven) days of the following month**, irrespective of receipt of payment from ECOSAAO. Monthly **salary slips** must be issued.
28. No wage or remuneration shall be paid for days of absence (where no leave balance exists).
29. The agency shall provide **suitable replacement** for any person leaving the job at the earliest and at no extra cost.
30. Leave applications must first be forwarded by the agency (in writing or email) and will be considered by the competent authority of ECOSAAO. A suitable substitute must be arranged.
31. **Penalty for unauthorized leave** (without proper advance information/approval): Equivalent to **1 (one) full day's salary** of the concerned personnel.
32. ECOSAAO shall **not be liable** for any loss, damage, theft, burglary, or robbery of personal belongings, equipment, or vehicles belonging to the agency's personnel.
33. The agency shall ensure that goods, materials, and equipment are not damaged during service delivery and shall be responsible for acts of commission/omission by its staff. The agency shall **fully indemnify** ECOSAAO against any loss or damage caused by negligence, default, or theft by its employees/agents.
34. ECOSAAO will maintain an **attendance register** for deployed staff, which will form the basis for wage/remuneration decisions.
35. The agency shall conduct **at least twice a month a physical inspection** of its staff and **countersign the attendance register** at ECOSAAO.

36. **No part of the contract** may be transferred, assigned, or sublet by the agency directly or indirectly to any other person or firm.

Additional Specific Terms:

- Agency preferably should deploy from the existing experienced workforce as recommended by ECOSAAO where suitable.
- Agency shall conduct **at least twice a month a physical inspection** of their staff and countersign the attendance register at ECOS. ECOSAAO maintains attendance register for wage decisions.
- All entries in tender in ink/typewritten; corrections attested. Rates in words and figures; discrepancy resolved in favour of words.
- Site visit/examination mandatory before bidding; no later claims. Bidders arrange their own T&P, materials, and facilities for workers.
- No falsification/suppression of information (leads to cancellation + BG forfeiture).
- Counter terms & conditions not accepted; no additions/deletions/changes to format.
- Either party can terminate with **1 (one) month notice** in some provisions (stricter 90 days from detailed tender prevails where conflict). If the agency fails to give notice, SD & PBG will be forfeited.
- Personnel shall not join labour union, resort to strikes/demonstrations/agitation; must render services during natural calamities. Must not act against ECOSAAO interest.
- All rates quoted showing MRP, discounts, HSN, GST separately; total in figures and words. No later tax/levy requests.
- Contract interpreted per Indian law; suits/proceedings in Kolkata courts.
- Mobilization Period: Maximum 30 Days. Failure constitutes material breach.
- Price Adjustment: No escalation except Government mandated revisions to Minimum Wages, PF, ESI, Statutory Levies (with proof).
- Contractor Obligations: Perform professionally, comply with laws, act as fiduciary custodian of Association assets.
- Labour Law Compliance: Full compliance as principal employer; monthly submission of PF/ESI Challans, Salary Register, etc.
- Background Verification: Mandatory for all personnel.
- Confidentiality: Survives Five Years after termination.

- Data Privacy & Cyber Security: Password policies, access controls, encryption; Resident databases exclusive property of ECOSAAO. No selling/sharing/copying without approval.
- Anti-Bribery & Ethics: Zero tolerance. Disclosure of relationships mandatory.
- Conflict of Interest: Full disclosure; Board right to reject/terminate.
- Insurance Requirements: Public Liability (min Rs. 5 Crores), Workmen Compensation, Employee Accident, Fidelity Guarantee (min Rs. 1 Crore), Professional Indemnity (min Rs. 2 Crores). Certificates annually.
- Indemnity: Full indemnity against injury, death, property damage, statutory violations, labour claims, third party claims. Survives termination.
- Force Majeure: Notification within 72 Hours. Does not excuse accrued payment obligations.
- Business Continuity Plan: Emergency Response, Disaster Recovery, Critical Asset Recovery, Backup Vendors. Annual testing mandatory.
- Change Management: Board approval mandatory for scope changes.
- Audit Rights: Unrestricted access to Operational, Financial, Payroll, Security, Vendor, Compliance, Forensic Audits.
- Default Events: Fraud, Theft, Corruption, PF/ESI Default, Data Breach, Repeated KPI Failure, etc.
- Step-In Rights: In emergencies, the Association may assume control and recover costs.
- Intellectual Property: All reports, registers, and databases belong exclusively to ECOSAAO.

H. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders if: EMD not supported, tender not duly signed or incomplete, tenderer seeks changes in terms, tender contains unwarranted comments/deviations, or without assigning any reason.

I. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a contract with ECOSAAO in the format of ANNEXURE within **7 (seven) days** of the award of the contract. The contract will be initially for a period of 1 (one) year. Mobilization within maximum 30 days.

J. PENALTY FOR NON-PERFORMANCE OF THE CONTRACT

There will be a levy of appropriate penalty for non-performance and violation of terms:

Details as per Clause 31 of PENALTY MATRIX and Clause 30 of KPI SCORING MATRIX.

K. AMENDMENTS & WITHDRAWAL OF TENDER DOCUMENTS

The competent authority of ECOSAAO reserves all the rights for the amendment and withdrawal of the tender documents by issuing corrigendum/addendum.

L. TERMINATION OF THE CONTRACT

- **For Cause:** ECOSAAO may terminate immediately for fraud, criminal activity, bribery, gross negligence, safety violations, data breach, statutory non-compliance. No compensation payable.
- **For Convenience:** Either Party may terminate with **90 Days Notice**. Contractor shall continue services during notice period.
- **Probationary:** ECOSAAO may terminate with 30 days notice (from ECOS template).
- **Exit Management:** Mandatory 30-day transition support with specific deliverables. Penalty for failure: Rs. 25,000 per day.

M. OTHER TERMS & CONDITIONS

In case of conflict, Order of Precedence applies: Letter of Award > Contract Agreement > Special Conditions > SLA & KPI Framework > Scope of Work > Tender Conditions > Contractor Proposal.

N. PAYMENT TERMS

1. The agency/service provider will raise invoice in triplicate in the subsequent month with annexure stating all details of wage & deduction of deployed individual and Proof towards deposit of full PF & ESI. Addressed to The President, ECOSAAO.
2. Payment will normally be released within **30 (Thirty) days** from the date of receipt of invoice after necessary deduction at source (TDS). (Ref Section G: Wages clause)
3. Payment by a/c payee cheque or Online transfer. No cash payment.
4. All payments subject to TDS as per Income Tax Act.
5. Mandatory Documents with Invoice: Attendance Records, PF Proof, ESI Proof, GST Invoice, KPI Report, SLA Compliance Report, Penalty Adjustment Statement.
6. Board may withhold payment for non-compliance, false reporting, and pending statutory obligations.

O. DEDUCTIONS ON ACCOUNT OF NON-SATISFACTORY SERVICE

Proportionate deduction for non-satisfactory work performance as decided by competent authority. Damage to assets/equipment by agency staff: recovery of acquisition cost. Misbehavior: immediate replacement. Smoking/chewing tobacco prohibited – habitual violators to be removed. Decision of ECOSAAO final.

P. ARBITRATION

Any dispute, difference, or disagreement shall be amicably resolved in good faith. Failing which, referred to Sole Arbitrator nominated by the President, ECOSAAO under Indian

Arbitration & Conciliation Act 1996 (as amended). Language: English. Seat: Kolkata. Award final and binding. Exclusive Jurisdiction: Courts at Kolkata, West Bengal.

Q. LIMITATION OF LIABILITY

Neither Party liable for special, incidental, indirect, punitive or consequential damages (including loss of profits, business, goodwill). Any other liabilities limited to a maximum of **100% of the agreed Annual Contract Value**. This limitation shall **not** apply to cases of criminal negligence, wilful misconduct, personal injury, death, fraud, gross negligence, data breach, or confidentiality breach.

ANNEXURES

ANNEXURE A: BANK GUARANTEE FORMAT (Performance Security)

(To be issued by Scheduled Commercial Bank) [*Ref format as per ANNEXURE-IV*]

Performance Bank Guarantee No: ...

Amount: ... (10% of Annual Contract Value)

Beneficiary: ECOS Association of Apartment Owners

Validity: Contract Period + 90 Days

Unconditional and irrevocable.

ANNEXURE B: FINANCIAL BID FORMAT

(To be submitted on letterhead) [*Ref format as per ANNEXURE-II*]

ANNEXURE C: MANPOWER DEPLOYMENT FORMAT

Position	Quantity	Qualification	Shift	Replacement Plan
Property Manager	1	Graduate Engineer/MBA/FM, 7+ yrs	Day	Backup identified
Facility Engineer	...	...	...	...
Helpdesk Executive	...	...	...	...
Security Supervisor/Guards	...	...	24x7	...
Housekeeping Staff	...	...	...	...
Gardening Staff	...	...	...	...
Engineering Technicians	...	...	...	...

ANNEXURE D: DECLARATION OF NON-BLACKLISTING

We certify that our organization has not been blacklisted by any Government Agency, PSU, Municipal Body or Residential Association during previous five years.

Authorized Signatory, Date & Stamp.

ANNEXURE E: DECLARATION OF CONFLICT OF INTEREST

We declare that no conflict of interest exists. All related party relationships have been disclosed.

Authorized Signatory.

ANNEXURE F: LITIGATION DISCLOSURE FORMAT

Case Number	Court	Subject Matter	Status	Financial Exposure

ANNEXURE G: BOARD REVIEW FORMAT

Parameter	Score	Comments
Operations Score		
Finance Score		
Compliance Score		
Resident Satisfaction		
Asset Health		
Overall Rating		

ANNEXURE H: MOBILIZATION CHECKLIST

- ☐ Property Manager Deployed
- ☐ Helpdesk Operational
- ☐ Security Operational
- ☐ Housekeeping Operational
- ☐ Engineering Operational
- ☐ Asset Register Created (Digital)
- ☐ Vendor Register Created
- ☐ Compliance Register Created
- ☐ All Logbooks Established

ANNEXURE I: EXIT HANDOVER CHECKLIST

- ☐ Asset Register (updated)
- ☐ Compliance Register
- ☐ AMC Register
- ☐ Vendor Register

- ☐ Resident Database (complete)
- ☐ Passwords & Access Credentials
- ☐ Drawings & As-built
- ☐ Inventory & Keys
- ☐ Contracts & AMC Documents
- ☐ Maintenance Logs
- ☐ Signed Handover Certificate

ANNEXURE J: CONTRACT AGREEMENT FORMAT

Detailed Formats for Asset Register, Complaint Register, Incident Register, Vendor Performance Review, Risk Register, Monthly Operations Report, etc., are mandatory and shall be used (tables provided in source or equivalent professional formats).

Compliance Calendar, Preventive Maintenance Schedules, SLA Matrix, KPI Framework, Penalty Schedule, Audit Protocols are fully incorporated and binding.

[Ref format as per ANNEXURE-III]

ORDER OF PRECEDENCE

Order of Precedence (in case of conflict):

1. Letter of Award
2. Contract Agreement
3. Special Conditions of Contract
4. SLA & KPI Framework
5. Scope of Work
6. Tender Conditions
7. Contractor Proposal

ANNEXURE-I

(FORMAT OF TECHNICAL BID)
(To be submitted on letterhead of the firm)

To
The President,
ECOS ASSOCIATION OF APARTMENT OWNERS,
JATRAGACHI, NEW TOWN, Kolkata – 7000161

Sub: Submission of Technical bid for Annual Contract for Integrated Property, Facility & Asset Management Services for ECOS Residential complex.

Ref: Your tender no. ECOS/PAM/2026-27/01

dated: _____

Sir,

With response to your tender mentioned above, the technical bid of our firm for the annual contract for **Property and Asset Management Services** at ECOS Residential Complex, as mentioned in the tender documents.

Sl. No.	Documents Need to be Submitted	Whether Submitted (Put ✓ or X)	Page No.	RELEVANT DETAILS	REMARKS
1	Earnest Money Deposit (EMD)			Txn ID: Date: Bank Name: Amount: <u>Rs 2,00,000/-</u> In Favour of: ECOSAAO, Kolkata	
2	Satisfactory completion certificate of 3 similar work done				
3	Certificate of Registration firm				
4	Proof of office address (telephone bill, electricity bill etc.)				
5	Trade license				
6	Labour license				
7	Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed				
8	PAN Card				
9	GST Registration Number				
10	Provident Fund Registration Number				
11	ESI Registration Number				
12	Professional Tax Registration Number				
13	Annual turnover certificate of last financial year duly certified by the Chartered Accountants				
14	Income Tax Return and Audited Balance Sheet of the last financial year				
15	Non-relation certificate with the members of ECOSAAO on the letterhead of the firm				
16	Not blacklisted certificate in the form of affidavit				
17	An undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender				
18	Power of Attorney, if any				

Thanking you,

Yours faithfully,

Name and Signature of authorized signatory

Date:-
(Seal of the firm)

(*FORMAT OF FINANCIAL BID*)
(*To be submitted on letterhead of the firm*)

Sub: Submission of financial bid for Annual Contract for Integrated Property, Facility & Asset Management Services for ECOS Residential complex.

dated: _____

With response to your tender mentioned above, our firm will be pleased to provide price for the **Annual contract for Property and Asset Management Services** for residential complex at ECOS. Our quote with **% of Commission** is as under.

Sl. No.	Manpower Recruited	Qualification/ grade	Qnty.	Wages per person per month (in Rs)	EPF	ESI	Bonus	Total wages/ person/ month (in Rs) CTC	% of Commission on CTC/ Service Charges	Taxes, if any
Total cost										

Thanking you,
Yours faithfully,

(Seal of the firm)

ANNEXURE-III

CONTRACT AGREEMENT

(To be made on Rs 500.00 Non Judicial Stamp Paper)

This Agreement is made on _____ day of _____ Two Thousand Twenty Four between _____, as one part, hereinafter called "ECOSAAO" and M/s _____, "THE AGENCY" for providing Manpower on the other part.

Whereas ECOSAAO is desirous to engage THE AGENCY for **Annual Contract for Integrated Property, Facility & Asset Management Services**, on the terms and conditions stated below:

1. Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by and on behalf of the ECOSAAO, Kolkata, THE AGENCY hereby offer for providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by ECOSAAO in the said documents.
2. THE AGENCY shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in ECOSAAO. The ECOSAAO shall have no liability in this regard.
3. THE AGENCY agrees to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Central Government.
4. THE AGENCY also agrees for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by the agency would be suitably compensated by them complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by the agency. The agency will always keep ECOSAAO indemnified of any claim/damages that ECOSAAO have to pay with respect to the service and the deputation of any workers to ECOSAAO.
5. THE AGENCY shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at ECOSAAO. The ECOSAAO shall have no liability in this regard.
6. THE AGENCY fully understand that ECOSAAO reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that ECOSAAO further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.
7. Any violation of instruction/agreement or suppression of facts by THE AGENCY will attract cancellation of agreement without any reference or any notice period.
8. THE AGENCY further pay and have enclosed Earnest Money amounting to Rs 2,00,000/- (Rupees Two Lakh only) through NEFT/RTGS/Any other online modes from a Nationalized / Scheduled commercial Bank only drawn in favour of ECOSAAO payable at Kolkata, along with the Technical Bid which will remain with ECOSAAO up to final award of the contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the Performance Bank Guarantee.
9. THE AGENCY shall submit total 5% SD through RTGS/NEFT/Any other online modes. The Agency can convert the EMD into the SD and Performance Guarantee equal to 10% of the Annual Contract Value (refundable without interest after three months of termination of contract) in the form of Bank Guarantee from a Nationalized/ Scheduled bank only, at the time of signing of the Agreement. In case of FDR, it should be valid for minimum period of 24 months.
10. The contract can be terminated by giving one months' notice on either side.

11. In case of non-compliance with the contract, the ECOSAAO reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty up to 10% of the total annual value of contract.
12. THE AGENCY shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in ECOSAAO.
13. The personnel provided by THE AGENCY will not claim to become the employees of ECOSAAO and there will be no Employee and Employer relationship between the personnel engaged by THE AGENCY for deployment in ECOSAAO.
14. There would be no increase in rates payable to THE AGENCY during the contract period except reimbursement of the statutory wages as revised by the Govt.
15. THE AGENCY also agrees to comply with the Terms and Conditions of the Work Order and amendments thereto from time to time.
16. Decision of ECOSAAO in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on THE AGENCY.
17. In case of any dispute between THE AGENCY and ECOSAAO, ECOSAAO shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Kolkata.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Kolkata in presence of the witnesses:

1. The President ECOSAAO, Kolkata 700161

Witness: 1.

2. THE AGENCY

(Proprietor/Partner/Director that holds power of
Attorney on behalf of the firm)

Witness: 1.

ANNEXURE-IV

(FORMAT OF Performance Security Deposit)

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated:

To Dated:

Last Date for Lodgment of claim:

To:

.....

.....

.....

In consideration of..... (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at..... (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (hereinafter called the "said Agreement") for the due fulfilment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and

without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

5. Notwithstanding anything contained herein:

(i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees.....only)

(ii) This Bank Guarantee is valid up to and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE