

# **DIAMOND CITY WEST APARTMENT OWNERS' ASSOCIATION**

(A Registered Society under West Bengal Apartment Owners Association Act 1972)

PHONE No.: (M) +917439501668, URL: www.dcwaoa.org

## **TENDER DOCUMENT FOR**

## **ANNUAL CONTRACT FOR PROPERTY AND ASSET MANAGEMENT SERVICES**

at

**DIAMOND CITY WEST  
18, Ho Chi Minh Sarai, Sarsuna, Behala, Kolkata – 700061.**

**Tender reference number:  
NIT/DCWAOA/2023-24/FMO-002**

## Notice Inviting Tender

**Notice No: NIT/DCWAOA/2023-24/FMO-002**

**Date: 22.11.2023**

Open Tenders are invited on behalf of the President, DCWAOA under Two-Bid System (“**Technical bid**” and “**Financial bid**”) from *bona fide* experienced & reputed property and asset management agencies/service providers of sound financial standing, meeting the qualifying requirements and for providing the necessary services for the work: “**Annual Contract for Property and Asset Management Services**” for a large residential complex at Diamond City West, 18 Ho Chi Minh Sarai, Sarsuna, Behala Bakultala, Kolkata – 700061.

Details are available in All Tower Notice Boards, **MyGate** App and also in our website: <http://dcwaoa.org/tenders.html>. The bid shall remain valid for at least 90 days from the date of opening of the technical bid. Any future clarification and/or corrigendum(s) shall be communicated on: <http://dcwaoa.org/tenders.html> or MyGate app or directly to the bidders through e-mail.

<b>A. IMPORTANT INFORMATION</b>		
1)	Location of Work:	<b>Diamond City West, 18 Ho Chi Minh Sarani, Sarsuna, Behala, Kolkata 700061.</b>
2)	Name of Work:	<b>Annual contract for Property and Asset Management Services</b> at Diamond City West, Behala, Kolkata 700061.
3)	Contract Period	The <b>initial</b> period of contract will be for <b>ONE</b> year with effect from <b>01st January 2024.</b>
4)	Earnest Money Deposit	<b>Rs. 2,00,000/-</b> (Rupees Two lakh only) to be paid Online or by Bank Draft in favour of Diamond City West Apartment Owners’ Association ( <b>DCWAOA</b> ) as mentioned in Section <b>G-1</b>
5)	Date of N. I. T	<b>22. 11.2023.</b>
6)	To qualify for award of the work, each bidder in its name should have	Valid license for managing large residential/ commercial property with security, house-keeping, gardening, handling manpower etc. and satisfactorily completed such a job of contract value of at least <b>Rs. 1 crore</b> /per year during any of the last three years.
7)	Clarification needed on Bidding Documents may be inquired to:	<b>Mr. Sidheswar Ghosh (Mob: 9934333100)</b> or, <b>Mr. Partha Pratim Roy (Mob: 9836309100)</b>
8)	Pre-bid Meeting for Systems and Services Initial Health Status	Pre-bid meeting may be arranged on prior appointment with either of the above two contacts.
9)	Technical Bids to be submitted to:	Hard copy in sealed envelopes to the <b>Property Manager, DCWAOA</b> or, soft copy through email: <a href="mailto:fmodcwaoa@gmail.com">fmodcwaoa@gmail.com</a> along with all required documents duly signed by the vendor.
10)	Last Date of Submission of Technical Bid:	<b>12.12.2023, Time 17:00 Hours</b>
11)	Date of Opening of Technical Bid	<b>12.12.2023, Time 20:00 Hours</b>
12)	Financial Bids to be submitted to:	Hard copy in sealed envelopes to the <b>Property Manager, DCWAOA</b> or, soft copy through email: <a href="mailto:vncdcwaoa@gmail.com">vncdcwaoa@gmail.com</a>
13)	Last Date of Submission of Financial Bid :	<b>Will be intimated later</b>
14)	Date of Opening of Financial Bid	<b>Will be intimated later</b> (Only for the technically qualified bidders)
15)	Officer Inviting Bid:	The President, DCWAOA, Kolkata - 700061.

## **B. ELIGIBILITY CRITERIA FOR THE BIDDERS**

1. The Bidder should have minimum three years of experience of rendering Manpower services/ Property & Asset Management services in any large residential/commercial establishments. Work experience in facility management of large Govt./private/public properties/large housing complex or smart city of any state or similar will be preferred.
2. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
3. The bidder should have an office in Kolkata.
4. The Bidder should have minimum annual turnover of Rs 2.00 Crores (Rs Two Crores only) in last three financial years ending 31.03.2023. The bidder shall have minimum solvency of Rs. 50 Lakhs. Solvency certificate from the Bidder's Banker shall be submitted.
5. The Bidder should have completed or been in contract of similar service jobs in their own name as the principal contractor and not in any other name as per the MOU signed with other parties, of minimum value as described hereunder for the period between 01/04/2020 to 31/03/2026:
  - a) One completed or being in contract for similar service jobs of value not less than 60% of the present estimated cost OR,
  - b) Two completed or being in contract for similar service jobs each of value not less than 40% of the present estimated cost OR,
  - c) Three completed or being in contract for similar service jobs each of value not less than 30% of the present estimated cost.
6. The Bidder should submit following credentials along with the tender documents:
  - a) PF Registration with PF code number.
  - b) ESI Registration
  - c) Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.
  - d) Copy of valid PSARA license
  - e) Details of works of similar nature carried out in Govt./ private/ public properties/ residential/ commercial establishments in the last 3 years ending on 31 March 2023. The Bidder shall submit details of organizations, where he has provided such similar services.
  - f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2023 duly certified by CA.
  - g) List of Arbitration cases (if any )
  - h) Copies of certificates/allotment letter of GST and PAN Number.
  - i) Details of managerial, supervisory and other staff
  - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at DCWAOA, Kolkata-700061.
  - k) Copy of Last income tax return.
7. There should be no case pending with the police/court against the proprietor/firm/partner or the company (Agency) and should also not have been black listed/Holiday listed by any Govt./Semi Govt./PSUs. The firm should give such an undertaking with their bid.
8. All technical compliance, financial terms and this NIT document is to be signed & stamped by the bidder and sent with quotation(s).
9. The Competent Authority of DCWAOA 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

1)	Full Name of the Firm: (Constitution/legal status & Nature of Firm - whether sole proprietor/partnership firm/limited company)
2)	Address of the Registered Office
3)	Year of Establishment
4)	Contact Phone No:
5)	Contact E-mail address:
6)	Registration Number under applicable act with a copy of registration certificate
7)	Place of registration:
8)	Name and address of Directors, in case of Company, along with KYC Name and address of Sole proprietor, along with KYC Name and address of partners; in case of partnership firm, along with KYC
9)	Details of managerial, supervisory and other staff
10)	Power of attorney of signatory:
11)	Principal place of business:
12)	Address of Branches
13)	Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.
14)	<u>Bank Details</u> (a) Name of Bankers & Branch with full address (b) Type of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)
15)	PF Code allotted by the Jurisdictional PF Commissioner with photo copy of certificate
16)	ESI Registration
17)	PSARA Registration
18)	Credentials for completion of similar work(s):
19)	Earnest Money Deposit amount & payment reference/copy of a Demand Draft/Pay Order:
20)	Details of works of similar nature carried out in reputed residential complexes/commercial establishments / Private Companies in the last 3 years ending on 31 March 2023
21)	Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2023 duly certified by CA.
22)	List of Arbitration cases (if any )
23)	Copies of certificates/allotment letter of GST and PAN Number
24)	Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at DCWAOA, Kolkata
25)	Copy of Last income tax return

## D. SCOPE OF THE CONTRACT

### 1. JOB DESCRIPTION:

We are a large housing complex with 996 apartments including 36 penthouses, servants' quarters, service providers' rooms distributed in 10 tower buildings, and a commercial complex consisting of 10 shops equivalent to **1,03,885.07 sq. m.** total built up area (total CAM area: 11,47,187 sq. ft.) plus **1139** common parking spaces (as per plan), 2 community Halls, 1 gymnasium, 1 kids' play room, 1 yoga room, 1 senior citizen's room, 1 card room, 1 restaurant and 1 multi-deity temple. There are 20 elevators in ten towers, 3 Nos. of Borewells, Drinking and Fire Water pumping station, Water Treatment Plant, Electrical panel rooms, Sewage Treatment Plant, Two DG sets (750 + 600kVA). Besides this, we have **10,411.73 sq. m.** of common ground space including 1 multipurpose court, 1 tennis court, lawns, gardens, children's play areas, swimming pool and a waterbody of **2100.35 sq. m.**

**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 with skills and experience of the transition and onsite team,
- Experience with integrated Residential and Commercial developments,
- Focus on sustainability improvements and sustainable maintenance of building & property,
- Cost Saving measures to have optimized 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
  - ◇ Fire fighting system
  - ◇ CCTV surveillance system
  - ◇ Water bodies and other utilities
  - ◇ Supervision of all events in DCW campus throughout the year
  - ◇ Inventory management
- 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. It is desirable that the worker has previous experience in an office/establishment, housekeeping, security preferably in a large residential/commercial property.
- His/her antecedents should have been got verified by the agency from the local Police authorities.

## **2. DIFFERENT AREAS OF REQUIRED FACILITY MANAGEMENT SERVICES.**

### **(i) Property Management office:**

- a) Maintaining regular logbooks of all complains and maintenance related work serially.
- b) Answering queries from the residents and Visitors. Opening and closing of the office.
- c) Photocopying, making sets of reports and other general office documents of the DCWAOA
- d) Forwarding on reactive calls to concerned subcommittees,
- e) Distribution of office DAK & files of general nature within office and among Board Managers, A file movement register is to be maintained for the same,
- f) Dispatch and delivery of official letters/articles to other offices, Post Office, Banks etc.
- g) Generating Performance reports to present to DCWAOA on Monthly basis,
- h) Taking/Producing Minutes of Monthly Meetings,
- i) Daily operations of the "Help Desk" function including delivery, problem escalation/ resolution,
- j) Any other miscellaneous type of work assigned by various subcommittees of the DCWAOA board,
- k) Making arrangements for tea, coffee, water etc. during the meetings and routinely for the BMs of DCWAOA office and other official visitors/representatives,
- l) Maintaining Stock levels to be maintained for different kinds of spares/inventory, etc. Ensure at all point of time adequacy of stock/spares for all equipment installed at the site. Information to stores to be given for replenishment of stocks,
- m) To prepare situation reports and other necessary documents required on the ongoing management of the building and shall keep DCWAOA Board informed of the operations as required. The vendor shall keep safe all relevant documents with ease of searching for the management of the complex. DCWAOA team shall have the right to examine all the documents held by the vendor in connection with property and asset Management at any time,
- n) Office is to be maintained neat and clean with all the furniture, electrical fittings in order,
- o) Notify the Property Manager/ Fire officer/Facility Engineer on site at the time of all Emergency calls,
- p) Maintenance and monitoring of network resources such as Computers, Printers, Scanner, Photo copier and other office equipment is required,
- q) To maintain the rules and regulations set for the community halls and its amenities,
- r) To maintain the booking activities of community halls properly,
- s) To monitor properly the activities of the vendors managing the Swimming pool, Gym, Indoor and Outdoor games areas, clubs, restaurant etc.

### **(ii) Accounts office**

- a) Keeping accounts of all transactions including common area maintenance (CAM) charge and other income and expenditures,
- b) All Tender and purchase related work.
- c) The office staff should be able to show any financial documents as and when required.

### **(iii) Housekeeping**

- a) Collection, segregation, disposal and removal of daily garbage from the individual apartment owners with proper segregation,

- b) Regular sweeping/mopping/cleaning of corridor/premises/stairs/Lifts etc. of all buildings, offices including maintenance of common toilets & bathrooms and dusting of furniture, office equipment etc. so as to maintain general cleanliness and hygiene in the entire housing complex,
- c) Upkeeping of the staircases, lifts, corridors, lobbies, open areas, playgrounds, indoor game room, senior citizen room, community halls and other common facilities free from any encroachment unless approved by the board managers.
- d) Any other work of housekeeping nature assigned by office of the DCWAOA,
- e) General disinfestations/ pest control of all common areas to be executed as per the designated schedule.

**(iv) Electrical/Mechanical/Civil maintenance**

- a) Operate and maintain the entire Electrical and Mechanical system equipment and installations as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors,
- b) Ensure contacts in all breakers are clean and mechanical operation is smooth and firm,
- c) Ensure all light fittings inclusive of luminaries, lamps, ballasts, starters, transformers, connections etc., are in proper working condition at all times and replacements are carried out promptly,
- d) Ensure that all electrical and lift rooms, electrical equipment in public areas, electrical shaft doors, meter boxes in units/flats etc. are locked at all times and access is limited to authorized personnel only,
- e) Attending and resolving any complaints of electrical/plumbing/civil in nature from the residents at the earliest possible time,
- f) Operation and maintenance of delivery and filter Pumps of Water Treatment Plant (WTP) for water supply to OH tanks of all the towers,
- g) Operation and maintenance of borewell pumps and delivery lines,
- h) Operation and maintenance of Sewage Treatment Plant (STP),
- i) Maintenance of Sewage lines, pits and outlets,
- j) To operate and maintain the entire and complete CCTV and Access Control system as installed,
- k) Regular round the clock maintenance of all common installations in the complex other than Fire Fighting System, Elevators, DG, WTP, Central Surveillance system etc. for which separate AMC companies are there.
- l) Take necessary steps to have inspections by statutory inspections carried out at all specified intervals and ensure all licenses/permits for Fire Fighting System, Elevators, DGs, WTP etc. are valid at all times,
- m) To operate and maintain all the common AC systems as per the operation and maintenance manuals/schedules and specifications of the manufacturers and/or the original installation contractors. Minor repairs, regular cleaning of filters, coils etc. and service as per recommendations of OEM's,
- n) Checking the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each apartment and also maintain all earthing pits with necessary salt charging, watering etc. and reporting to the board.

**(v) Security of the Campus and Residents**

- a) Provide round the clock Security support to all the towers and two main gates of the housing complex to maintain the safety to the residents,
- b) Check entry and exit of any individual (maids/visiting helps/guests/cars etc.) inside the complex through the designated app,
- c) Regular patrolling in the campus in the lawns, common spaces, pool side, waterbody, arranging guest parking etc.,
- d) Securities to coordinate with other departments and office staff.

**(vi) Gardening & Horticulture**

- a) Maintaining the lawn and garden and open areas with large trees, various plants and saplings.
- b) All plants (grass, ground cover, bushes, and trees) shall be maintained in a proper fashion, which will include irrigating, fertilizing, pruning, trimming etc. as required.
- c) Any plantation, when perishes shall be replaced with similar variety and the overall scheme shall be maintained.
- d) New Plantation and beautification of the campus and regular maintenance as required.
- e) All hard landscape features shall be cleaned regularly.
- f) Stone slabs, cobble stones etc. requiring replacement for any reason whatsoever shall be replaced promptly.
- g) External development shall, at all times, be maintained in a proper manner to give a neat, clean and orderly appearance.
- h) All fountain pumps, controls etc. and fountains shall be maintained in a proper and systematic manner.

**(vii) Temple & Festivities**

- a) Maintaining the temple, deities, courtyard (thakur dalaan) and its surroundings.
- b) Non-resident purohit (priest) service for 2-3 times daily puja-path etc. and all festivities throughout the year.

**(viii) The tentative scope of work is given above. The actual span of service may vary as per the requirement of the DCWAOA from time to time or as deem fit by the experience of the vendor.**

**(ix) The Bids of Service Contract for all above areas or any of the areas thereof may be considered according to expertise of the vendors at the discretion of DCWAOA management.**

**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** should be submitted on the letterhead of the bidder in the format given as **ANNEXURES-I** either in a sealed envelope superscripted with - or through e-mail with subject line **“TECHNICAL BID for Property & Asset Management at DCWAOA”** and should contain the following:

- a) All mandatory Documents as mentioned at point no. **B-6**
- b) Earnest Money Deposit (EMD) as mentioned at point no. **G-1**.



2. The **second bid** should be superscripted with “**FINANCIAL BID**” and should contain only the signed “**commission percentage sheet**”. The format of Financial Bid to be submitted on the letterhead of the bidder is given as at **ANNEXURES-II**. To be put in a sealed envelope superscripted with- or, through e-mail with subject line “**FINANCIAL BID for Property & Asset Management at DCWAOA**”

In case of sending hard copies, the **Technical** and **Financial bids** should be placed in a large sealed envelope which should be superscripted with “**Tender For Annual contract for Property & Asset Management at DCWAOA**” and should be addressed to **The President, DCWAOA, 18, Ho Chi Minh Sarai, Sarsuna, Behala, Kolkata – 700061**.

In case of sending the bids through e-mail, respective e-mail IDs are: [fmodcwaoa@gmail.com](mailto:fmodcwaoa@gmail.com) for sending Technical Bid and [vnccdcwaoa@gmail.com](mailto:vnccdcwaoa@gmail.com) for sending Finance id as mentioned in section A-(10) & (13).

## **F. BID OPENING AND EVALUATION**

All the bids will be opened and evaluated as per standard procedure & time, date and place as mentioned above by a committee constituted by the competent authority of DCWAOA in the presence of the participating bidders, if any. Only one authorized representative from each bidder will be allowed to attend the bid opening and evaluation process on submission of the authorization letter.

In case the date fixed for opening of bids is subsequently declared as holiday by the government or the office remains closed on that day for any other reason, the bids will be opened on next working day. The time and venue remaining unaltered. The committee will open and evaluate the ‘Technical Bids’ of the bidders.

The ‘Financial Bids’ of only those bidders who qualify in the ‘Technical Bids’ shall be opened. In case of a tie in the Financial Bid the lowest bidder will be selected on the basis of the following conditions in sequence:-

- 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/- (Rupees Two Lakh only) along with the **technical bid** in the form of a Bank Draft or online in favour of DCWAOA, Kolkata payable at Kolkata. Bids received without EMD shall stand rejected and thus shall not be considered for evaluation at any stage.

### **Bank details for receiving EMD online:**

Account Name : **Diamond City West Apartment Owners Association**  
Account No. & Type : **37489797811, Current Account**  
Bank & Branch : **State Bank of India, Bakultala Branch**  
IFSC Code : **SBIN0001489**

Please submit the transaction details

2. MSME/SSI registered companies are exempted from submitting EMD against such certificate as per Govt. rule.
3. **Forfeiture of Earnest Money Deposit**

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 DCWAOA.
4. The EMD deposited by successful bidder will be adjusted with the **Performance Security deposit** or **Performance SECURITY DEPOSIT (PSD)** which is 10% of Annual Contract Value, in the form of bank guarantee from any nationalized/scheduled commercial bank drawn in favour of **Diamond City West Apartment Owners Association** enforceable at Kolkata for safeguarding the interest in all respect, in the prescribed format (ANNEXURE- VI). The above Bank Guarantee should be submitted within 02 weeks from the date of award of contract and should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract. DCWAOA will be free to encash this Bank Guarantee in the event of any failure on the part of the Contractor to meet his obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the Contractor at its sole discretion. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of contract, the EMD shall be forfeited unless time extension has been granted by DCWAOA.
  5. The PSD will be forfeited in case of non-fulfilment of any of the terms & conditions of the contract and for compensating any loss suffered.
  6. The EMD will be refunded without interest to the unsuccessful bidders at the earliest against their written application and after finalization of the contract with the successful bidder.
  7. The bid shall be valid and open for acceptance of the Competent Authority of DCWAOA for a period of 90 days from the date of opening of the technical bid and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
  8. Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of DCWAOA shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.
  9. An agreement shall be signed with the successful bidder as per specimen enclosed.
  10. The DCWAOA reserves the right to award the contract or part thereof to **one or more tenderers** whose rate may not necessarily be the lowest. The decision of DCWAOA in this regard shall be final and binding.
  11. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
  12. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
  13. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
  14. The tenderer may visit/ examine the site and its surrounding to assess the accessibility and assess the scope of work before submitting their offer. No claims later on shall be entertained. The tenderers shall arrange & maintain at his own cost all materials, T & P, and facility for workers for executing this work.

15. Bidders are advised to study carefully the tender documents and the terms and conditions before quoting their bid. Tender document is not transferable. All the pages of the tender form should be signed by the bidder as a token of acceptance.
16. Any falsification/suppression of information would lead to the cancellation of contract with forfeiture of Bank guarantee.
17. Quotation must be submitted giving complete details as sought in the enclosed annexures.

#### **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:

1. If the requisite EMD in the manner does not support the tender provided therein.
2. If the tender is not duly signed, or not found proper or complete to the satisfaction of DCWAOA in any of the requisite matters, particular(s) or formalities.
3. If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
4. If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
5. Without assigning any reason thereof.

#### **I. SIGNING OF CONTRACT**

The selected bidder(s) shall be required to enter into a contract with DCWAOA in the format of ANNEXURE- III within 7 (seven) days of the award of the contract or within such extended time period as may be specified. The contract will be initially for a period of **1 (one) year**, which will be in force **w.e.f. 01 January, 2024**. The contract may be extended for further periods depending upon the requirements and performance of the agency/service provider and the same will be notified well before the expiry of the present contract. This will be purely on the discretion of the competent authority of DCWAOA.

#### **J. PENALTY FOR NON-PERFORMANCE OF THE CONTRACT**

There will be a levy of an appropriate penalty upon the agency/service provider for non-performance of the contract and violation of any terms & conditions of the contract. The extent and amount of penalty will be decided by the competent authority of DCWAOA which will be binding upon the bidder.

#### **K. AMENDMENTS & WITHDRAWAL OF TENDER DOCUMENTS**

The competent authority of DCWAOA reserves all the rights for the amendment & withdrawal of the tender documents. The amendment & withdrawal of the tender documents may be done by issuing corrigendum /addendum. Any corrigendum/addendum issued in this regard will be intimated through proper notice.

#### **L. TERMINATION OF THE CONTRACT**

Termination within the probationary period: DCWAOA alone reserves the right to terminate a contract by giving 30 days' notice and without assigning any reasons thereof. If satisfied with the service of the agency, the contract agreement may be renewed and DCWAOA will notify for the upcoming renewal of license well before its expiry time.

#### **M. OTHER TERMS & CONDITIONS**

1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

2. The agency preferably should deploy from the existing experienced workforce as recommended by DCWAOA. The persons supplied by the agency/service provider, including the existing workers here, should not have any police records/criminal cases pending against them. The agency/service provider should make adequate enquires about the character and antecedents of the persons whom they are recommending. The agency/service provider should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.
3. The agency/service provider shall immediately withdraw/replace such employees who are not found suitable by the office for any reasons, if such request is made.
4. The agency/service provider shall engage such number of required employees as required from time to time. The said employees engaged by the agency/service provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary and other dues as applicable every month. There is no master & servant relationship and further that the said person of the service provider shall not have any claim for absorption in the DCWAOA establishment.
5. The agency/service provider's personnel shall not claim any benefit/ compensation/ absorption/ regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
6. The agency/service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/ organizational matters as most are of confidential/ secret nature.
7. The agency/service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office.
8. The agency/service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering without work.
9. The agency/service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.
10. That the persons deputed shall not be below the age of 18 (eighteen) years.
11. The agency/service provider will submit complete bio data for all individuals deployed by them
12. The agency/service provider has to provide photo identity cards to the persons employed by it for carrying out the works under Rule 76 of the Contract Labour (Regulation & Abolition) Act 1970.
13. If required, the agency/service provider will provide additional manpower at a short notice for temporary deployment on the same rate which has been mutually agreed upon.
14. The agency/service provider shall provide suitable uniforms consisting of Shoes, Dress, Sweaters in winter, safety gears like caps, batons, glasses, gloves and other tools to all security, housekeeping and gardening employees as per requirement . Such Employees without complete uniform will be treated as absent.
15. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the sole responsibility of the agency/service provider.
16. The working hour for office staff would be normally 8.5 hours per day from 9:00 AM to 5:30 PM from Monday to Saturday every week or as notified from time to time with a half hour lunch break in between. For O&M and emergency work the service would be round the clock. There will be relieving personnel whenever any staff is absent.
17. The agency/service provider should declare holiday entitlement of their staff. In case of leave suitable substitute should be arranged.

18. The agency/service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESI Act etc. and we will not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of such obligation. The agency will be required to provide particulars of EPF, ESI registration details of its employees engaged under it.
19. The vendor shall ensure deposit of due (deducted or contribution) related to PF, ESI etc on or before its due date and shall submit proof of payment of the same to the DCWAOA within 1 week from last deposit date.
20. The agency/service provider must ensure that the wages of their deployed staff are released within 7 (seven) days of the following month, irrespective of receipt of payment from DCWAOA.
21. The agency/service provider shall pay wages as decided by DCWAOA from time to time to all deployed staff depending on their performance and experience. The agency/service provider shall issue salary slip to all deployed staff on monthly basis accordingly.
22. No wage/remuneration will be paid to any staff for the days of absence from duty. This applies when there is no leave balance in the account of the employee.
23. The agency/service provider shall provide suitable replacement of any person leaving the job at the earliest at no extra cost.
24. In case of leave of the employees of agency/service provider, their applications should firstly be forwarded by the agency/service provider (either by written letter or by e-mail or by FAX) and then it will be considered suitably by the competent authority of DCWAOA.
25. There will be penalty upon personnel of the agency/service provider for availing any unauthorized leave (i.e. leave without proper advance information/approval) which will be equivalent to 1 (one) day salary of the concerned personnel of the agency/service provider.
26. DCWAOA will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency/service provider.
27. That the agency/service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff. If DCWAOA suffer any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency/service provider shall be liable to compensate for the same. The agency/service provider shall keep fully indemnified against any such loss or damage.
28. DCWAOA will maintain an attendance register in respect of the staff deployed by the agency/service provider on the basis of which wages/remuneration will be decided in respect of the outsourced staff at the approved rates.
29. The agency/service provider shall conduct at least twice a month a physical inspection of their staff and countersign the attendance register at DCWAOA or any office where manpower is provided,.
30. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency/service provider directly or indirectly to any person, firm or whosoever.
31. Either party can terminate the agreement by giving 1 (one) month notice in advance. If the agency fails to give 1 (one) month notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.
32. That on the expiry of the agreement, unless extended/renewed formally, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.
33. In the event of any dispute arising touching any of the clauses of the agreement, the matter will be referred to the competent authority of DCWAOA, whose decision shall be binding on both the parties.

34. The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of DCWAOA.
35. All rates should be quoted showing MRP and discounts thereon, HSN No. of the item(s), GST on rate should be mentioned separately. The total amount should be quoted both in figures and words. Request for inclusion of any tax/levy at later stage will not be entertained.
36. The Contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract lies within the jurisdiction of Court of law at Kolkata.

#### **N. PAYMENT TERMS**

1. The agency/service provider will raise invoice in triplicate in respect of a particular month in the subsequent month with annexure stating all details wage & deduction of deployed individual and Proof towards deposit of full PF & ESI to the individuals a/c for the previous month and all these should be addressed to **The President, DCWAOA, 18, Ho Chi Minh Sarai, Sarsuna, Behala, Kolkata – 700061** with the contract reference.
2. The payment will normally be released within 45 days from the date of receipt of invoice after necessary deduction at source. On the basis of duly certified attendance sheets by DCWAOA the agency/service provider will first release the salary of their deployed staff by the first week of the month and then raise the invoice for payment.
3. Payment shall be made as per the accepted payment terms on submission of proper bills etc. by a/c payee cheque or through Online to the vendor's bank account. No cash payment will be made under any circumstances.
4. All payments will be subject to TDS as per the Income Tax act.

#### **O. DEDUCTIONS ON ACCOUNT OF NON-SATISFACTORY SERVICE:**

1. Damage to DCWAOA assets or equipment etc., if caused by the agency staff, the acquisition cost of assets, will be levied as penalty as decided by DCWAOA. The amount of losses/ damages will be recovered from either bills/ security deposit of the agency.
2. Misbehaviour like quarrelling, abusing etc., between the staff employed by the agency, causing disturbance in the premises: Rs. 500/- per occasion will be deducted from the bill and replacement of such personnel immediately.
3. In DCWAOA Campus, smoking & chewing tobacco etc. is prohibited. Worker who is habitual of these items is deputed in campus, if any and found violating this rule will be asked to leave the premises and should be replaced immediately.
4. If specified quality work is not maintained for on account of non-satisfactory work performance, a proportionate deduction for that non-satisfactory work will be made from the bill of the agency by the competent authority of DCWAOA. No correspondence shall be entertained from the agency/service provider, if deductions are made due to non-satisfactory work.
5. The decision of DCWAOA will be final with regard to levying of penalty.

#### **P. ARBITRATION**

Any dispute, difference or disagreement between DCWAOA and the agency concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act 1996, as amended from time to time. Either Party may refer the dispute to the Sole Arbitrator, to be nominated by the **President, DCWAOA**. The language of arbitration proceedings shall be English and the seat of the arbitration shall be at the courts of Kolkata. The arbitration award shall be final and binding on both the Parties.

**Q. LIMITATION OF LIABILITY**

1. Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, including damages for loss of profits, business, goodwill, revenue or anticipated savings.
2. Any other liabilities under the contract not covered above shall be limited to maximum of 100% of the agreed contract value provided that the foregoing clauses shall not apply to cases of criminal negligence or wilful misconduct and to damages awarded in the case of personal injury or death to the extent, such damages cannot be disclaimed under the law.

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**Authorized signatory**  
on behalf of  
**President, DCWAOA**

**Accepted Terms & Conditions**

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**Authorized Signatory on behalf of the Vendor.**

**Date & Stamp**

## ANNEXURE-I

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

**To:**  
**The President,**  
**Diamond City West Apartment Owners' Association,**  
**18, Ho Chi Minh Sarai, Sarsuna, Behala, Kolkata – 700061**

**Sub:** Submission of Technical bid for **Annual contract for Property and Asset Management Services** for residential complex.

**Ref:** Your tender no. NIT/DCWAOA/2023-24/FMO-002 dated: 22 November, 2023.

**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 Diamond City West complex, Behala, Kolkata 700061, as mentioned in the tender documents.

Sl. No.	Documents Need to be Submitted	Whether Submitted (Put $\checkmark$ or X)	Page No.	RELEVANT DETAILS	REMARKS
1	Earnest Money Deposit (EMD)			DD No/Txn ID: Date: Bank Name: Amount: <u>Rs 2,00,000/-</u> In Favour of: DCWAOA, 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 employees of NIELIT Shillong 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)





## ANNEXURE-III

### DRAFT AGREEMENT

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

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

Whereas DCWAOA is desirous to engage THE AGENCY for **Annual Contract for Property and 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 DCWAOA, 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 DCWAOA 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 DCWAOA. The DCWAOA 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 DCWAOA indemnified of any claim/damages that DCWAOA have to pay with respect to the service and the deputation of any workers to DCWAOA.
5. THE AGENCY shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at DCWAOA. The DCWAOA shall have no liability in this regard.
6. THE AGENCY fully understand that DCWAOA reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that DCWAOA 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/- (Rs Two Lakh only) in the form of Demand Draft/Pay Order/online from a Nationalized / Scheduled commercial Bank only drawn in favour of DCWAOA payable at Kolkata, along with the Technical Bid which will remain with DCWAOA 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 a Performance Security Deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft/FDR/Online or 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 DCWAOA 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 DCWAOA.
13. The personnel provided by THE AGENCY will not claim to become the employees of DCWAOA and there will be no Employee and Employer relationship between the personnel engaged by THE AGENCY for deployment in DCWAOA.
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 annexed Terms and Conditions and amendments thereto from time to time.
16. Decision of DCWAOA 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 DCWAOA, DCWAOA 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. On behalf of President DCWAOA, Kolkata 700061

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