



**OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION**

**Market Branch :: Lakhtokia :: Guwahati**

No.GMT/91/2020 / 3092

Date: 05/11/2020



**TENDER NOTICE**

Sealed tenders in prescribed forms are invited from intending individuals, SHGs, ALF, CLF, co-operative societies, Companies Firms etc. for lease settlement of the following Markets under Guwahati Municipal Corporation for 4 (four) months only for the year 2020-21 w.e.f. 01/12/2020 to 31-03-2021. The details are as follows:

Sl. No.	Name of Markets	Earnest Money (General)	Earnest Money (SC/ST/OBC)
1	Dispur Super Market katcha shed	Rs. 10000/-	Rs. 5000/-
2	Kacharighat Market		
3	Fatashil Market		
4	Tamul Gali, Dewan Patty Road, Fancy Bazar		
5	Fruit Market, M.M. Road, Fancy Bazar		
6	Wholesale Pasali Market, Jail Road		
7	Flower Market, Panbazar		
8	Nursery- Kachari opposite Meghdoot Bhawan		
9	Ganeshguri Market		
10	Mohammad Sah Wholesale (Pasali), Paltan Bazar		
11	Garchuk Evening Daily Market (Fish, meat & Pasali)		
12	Saukuchi budhbaria Market (Wednesday)		
13	R.K. Choudhury Market (Sunday)		

Bidders can download or copy bid document from website and should enclose Rs.1000/- Demand Draft/ Banker's Cheque along with tender forms with copy of terms and conditions. Defaulters will not be allowed to participate in the tender process.

Willing bidder may submit their tenders in the Tender Box between 10 am to 2pm on all working days and up to 2 pm on 26<sup>th</sup> Nov., 2020 at GMC, Commissioner Office at Panbazar. No tender will be received after 2 pm on that day under any circumstances. Tenders will be opened at 2:30 PM on 26<sup>th</sup> Nov., 2020 in presence of the tenderers or their representative/authorized agents.

The tenderer may tender for one or all the tenders. The tenders for each market shall be submitted separately super scribing the name of the market on all the Envelops.

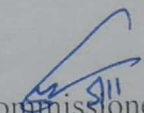
The detailed information in this regard may be collected from Market Branch of GMC Office at Lakhtokia during office hours on all working days Tenders and terms and condition may be seen at i.e. [gmc.assam.gov.in](http://gmc.assam.gov.in).

Commissioner

Guwahati Municipal Corporation  
Guwahati

**Copy to:**

1. The Commissioner of Police (City), Guwahati for information and necessary action.
2. The Additional Commissioner/Joint Commissioner, GMC for information and necessary action.
3. The Chief Accounts & Audit Officer, GMC for information and necessary action.
4. Officer-in-Charge, Panbazar Police Station. He is requested to deploy armed police personnel on the tender date to maintain law and orders.
5. The Collector, GMC for information and necessary action.
6. The Associate Planner, GMC for information and necessary action.
7. The Director, D.I.&P.R. with request to publish the enclosed tender notice in specified newspapers on .....
8. The Enforcement Officer, Enforcement Branch, GMC. He is asked to provide adequate numbers of MCPs at the tender venue on the tender date.
9. Mofizuddin Ahmed, Software developer, GMC. He is requested to upload the notice in the GMC website.
10. Cashier, Cash Receipt Branch, GMC for information and necessary action.
11. The Media Cell, GMC for wide publicity of the tender notice all over print media, social media etc.
12. Office Notice Board.

  
Commissioner  
Guwahati Municipal Corporation  
Guwahati  
P.M.

OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION

Market Branch :: Lakhtokia :: Guwahati



**TERMS AND CONDITIONS FOR THE SETTLEMENT OF THE MARKETS OF GUWAHATI MUNICIPAL CORPORATION FOR THE YEAR 2020-21**

1. The completed tenders are required to be submitted in sealed envelop super scribing on the envelop indicating as follows:
  - (a) To,  
The Commissioner  
Guwahati Municipal Corporation  
Panbazar, Guwahati-781001
  - (b) "Tender for settlement of ..... market of Guwahati Municipal Corporation."
  - (c) The envelope shall indicate the name of the Market for which tender is submitted, address of the tenderer. Incomplete or late received tenders without Earnest Money deposit (For short, EMD) and the details as asked in the tender documents will not be considered and will be summerarily rejected.
  - (d) On acceptance of any tender, the tenderer shall be liable to pay any taxes as per Contract Act and the Corporation will not entertain any such claim whatsoever in this respect. The rate quoted by the tenderer should be including GST as applicable.
2. The tenderer in person or representing any firm, co-operative society or company shall be termed as "lessée" at all times and for all purpose of the tender works.
3. The lease period in this instant case shall for maximum 4 (four) months i.e. on 1<sup>st</sup> December, 2020 upto 31<sup>st</sup> March, 2021. The Commissioner, Guwahati Municipal Corporation however reserves the right to grant extension of the lease period. under special circumstances subject to approval of the Corporation and subject to satisfaction in fulfilling terms and condition by the lessee. In such case lessee has to offer enhanced value of 20% per annum over the settled value of this market.
4. All corrections in the tender papers shall be attested by the dated signature of the tenders. The tenders not intending for the work after purchase of the tender documents are advised to return the tender document within one week after its purchase. However, the cost of tender will not be refunded.
5. Tenders not accompanied by the following would liable to be rejected:-
  - i) The tender must be accompanied with the earnest money-cum-security deposit fixed at Rs. 10000.00 for General category tenderers and Rs.5000.00 in case of SC/ST/OBC tenders in the form of a Bankers Cheque / Demand Draft drawn in favour of Commissioner, Guwahati Municipal Corporation.
  - ii) Copy of PAN Card
  - iii) Copy of Income Tax clearance Certificate.
  - iv) Copy of Up-to-date Trade Licence of GMC.
  - v) Copy of Voter ID
  - vi) Copy of Valid caste Certificate issued by the Competent Authority.
  - vii) Attested copy of Registration Certificate of the Firm, Co-operative Society or Company as the case may be, issued by the lawful authority.
  - viii) Original Copy of Financial Soundness Certificate from the Bank authority.
  - ix) GST clearance certificate.
  - x) 2 copies of resent Passport size photograph.
  - xi) Copy of Tender form fee receipt.
6. The tenderer whose tender is accepted will be required to furnish the following:-
  - i) 50 % of settled value shall be deposited as an advance payment for settlement within 48 hours after receipt of the written order/L.O.I. The amount may be paid by way of in cash



or Bankers Cheque or Demand Draft etc. In case of failure to deposit 50% to settled amount in due time, the EMD shall stand forfeited.

One months advance installment shall have to be paid along with 50% advance deposit.

- ii) An agreement has to sign for fulfilling all terms and conditions and proper performance of the contract in prescribed for mat, prior to final settlement of the market.
  - iii) The lease period will be for 4 (four) months w.e.f. on 1-12-2020 to 31-03-2021.
7. The Commissioner reserves the right to accept to reject any or all tenders without assigning any reason thereof recording in writing or verbal. The highest tender may not necessarily be accepted. The decision of the Commissioner, GMC in the matter of acceptance or rejection of tenders shall be final and binding on all concerned.

Tenders who do not fulfill any one or more prescribed conditions or are incomplete in any form will be liable to be rejected forthwith.

8. Canvassing in any form will be valid reason for rejection of tender.
9. On acceptance of any tenderer may engage on accredited representative with duly authenticated bio-data submitted to officer of GMC for taking instruction from Commissioner, GMC as may be required from time to time. The lessee shall forward the name of his accredited representative (s) who would be responsible for taking instructions from the Commissioner, GMC as may be required from time to time. Such representative must carry an Identity Card during the valid period of lease.
10. On acceptance of any tender the tenderer shall be liable to pay any or all lawful taxes including turnover tax as per Contract Act. And the Corporation will not entertain any of such claim whatsoever in this respect.
11. No person, firm, co-operative society or company will be allowed to participate in the tender process who was either convicted by any Court of law at any point of time or blacklisted by the Corporation. The previous conducts or records of any such tenderer, if any shall work out as basis for all actions of GMC for any such purpose.
12. Any tender who withdraw his tender after submission of the tender but before opening of the same for such modifications which are not acceptable to GMC, then the Commissioner, GMC without prejudice to any other right or remedy, will be at liberty to forfeit 50% of the said earnest money absolutely.
13. It would be obligatory on the part of the tenderers to sign the tender documents on all relevant pages and for all component parts thereof.
14. If any financial loss or damage in caused to the Corporation for any such act of Tender (s), then at his own risk and cost, the tenderer shall be liable to pay all such compensation as may be determined by the Commissioner, GMC. However, on his failure in making such payment time to time the Commissioner, GMC reserves the right to realize such amount as the arrear of Municipal Taxes by way of drawing up a Recovery Proceeding against him under Chapter XX of the GMC Act and Guwahati Municipal Corporation (Lease of Parking Places and Market) Bye Laws 2009.
15. On satisfactory completion of the period of the lease if not otherwise found unfit, the Commissioner, GMC shall return the amount of EMD to the lessee.
16. If the selected tenderer fail to accepted the settlement within prescribed time, then without any prejudice to him, the Commissioner, GMC shall be at liberty to offer such settlement with the next qualified tenderer (s) either on his own quoted rate/amount or at the rate/amount of the highest one, as he may deem fit and proper. Any such other tenders who have offered the settlement but declines to accept the same shall have EMD forfeited without any responsibility or any claim on the part of GMC.
17. If any bids submitted for settlement of the markets under the Guwahati Municipal Corporation appears to be unreasonably high, reckless and highly disproportionate in comparison to the estimate value and/ or if there is probability or apprehension of indulgence of extortion activities to realize such settled value the Commissioner, GMC shall have every right to reject the offer.

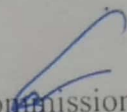
18. If it appear to the Commissioner that acceptance of any tender may cause financial loss or administrative disadvantage to the Corporation, he shall have the right to reject any such tender.
19. The earnest money of the unsuccessful tenderer shall be released only after completion of the lease settlement against their individual applications.
20. The lessee shall have to pay the remaining 50% of the settled value in 3(three) equal monthly installments. The lessee have to pay equal monthly installments within 5 (five) days of the beginning of every month. Failing which lease would be terminated and earnest money and the advance payment so deposited shall be forfeited, declaring the lessee as defaulter. The advance amount of 50% of the settle value of the tender paid by the lessee shall be adjusted against equally monthly installments in the end of the lease period.

Further, if the lessee fails to pay 2 (two) installments consecutively the lease would be terminated forthwith and the market will be taken over by GMC and the earnest money and the advance payment so deposited shall be liable to be forfeited and the Lessee blacklisted and shall be prohibited from participating if any tender of the Corporation any time thereafter. Any arrear due to the Corporation by the lessee, shall be recovered either under the provisions of the Chapter XX of the Guwahati Municipal Act, 1971, and Guwahati Municipal Corporation Lease of Parking Places and Market, Bye Laws 2009 or as the Commissioner may decided in his behalf.

21. The lessee shall collect toll at the prescribed rates only. In case of any complaint o demanding excessive toll, either by the lessee himself or by his agents or employee, the lessee shall be liable to be prosecuted U/S 384 of I.P.C. and lease shall terminated forthwith.
22. The lessee shall have no right to remove or install any person beyond the demarcated boundaries of the market as scheduled by the Corporation. However, if so reported, then the Commissioner or his authorized officer shall liable to take appropriate actions on the lessee so doing, in the manner as he deem fit.
23. The lessee shall not allow to open any shop on the roads or drains and shall not allow dumping of materials on the roadside or drains or any other places except then specified places for dumping of garbage. However, if so reported to the Commissioner, GMC then he may proceed with any action as he thinks fit.
24. The lessee shall not allow his tenants or agents or employees to prevent the free movement of the people within market areas and movement of vehicles on the roads passing through market. Otherwise the lessee shall be liable to face action as per law.
25. The lessee shall keep the market areas clean at his own cost. He shall also keep the areas hygienic and pollution free for this purpose, the lessee will engage sweeper and tie up with NGO or any other agency which GMC will suggest.
26. In case if dispute in collection of the toll between the lessee and the traders the Commissioner will act as sole arbitrator and his decision on the matter shall be binding on the both the parties.
27. Collection receipt books of the toll will be printed by the lessee at his own cost and in his own name and separate receipt books shall be printed for different denominations of toll. However any such receipt book can not be allowed to be used for the collection of tolls in the market unless it is endorsed by the Commissioner or by his authorized officer. The lessee therefore shall submit the printed toll receipt book in advance for authentication by GMC officer.
28. The lessees can take help from the nearest Police Station, if any trader refuses to pay the prescribed tolls.
29. No application for remission or exemption, under any circumstances will be entertained by the GMC due to natural calamities, bandhs, flood, eviction by other local authorities or any other disturbances or any shortfall in collection.
30. The successful tenderer shall have to execute an agreement before taking over possession of the market on non-judicial stamp papers of Rs. 100/- only with Commissioner, GMC.
31. If the lessee violates any of the terms and conditions as mentioned above then the lease settlement will be cancelled immediately. The Commissioner shall have the full rights to invite fresh tenders or settle the lease with any other party a he deems fit. In such event, the outgoing lessee shall not be entitled to any relief leading cancellation of the lease.



32. Two copies of recent passport size photographs of the tenderer or the person signing the tender on behalf of the firm, duly attested by gazette officer, must be affixed at the respective places of the tender documents.
33. The lessee shall display a signboard of the approved rates of tolls in a prominent place in the markets at their own cost, risk and responsibilities.
34. If any untoward incidence is reported in any market effecting interest of the public or Government or Corporation adversely, the Commissioner shall have the power to terminate the lease by serving a prior notice of 2(two) days only on the lessee and in that event the compensation whatever it may be.
35. Each tenderer must sign the declaration, attached to the tender form, and must accompany the same with tender.
36. Non-fulfillment of any of the terms and conditions as made herein above shall invite rejection of the tender without any further reference.
37. The Lessee will have to follow all directions contained in the Guwahati Municipal Corporation Lease of Parking Places and Market, Bye Laws 2009.
38. The rate quoted should be in word and in figure. If there is any discrepancy between the two then the amount written in words will be taken into consideration.

  
Commissioner  
Guwahati Municipal Corporation  
Guwahati