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**OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION**  
**Veterinary Branch::: Lakhtokia, Guwahati – 01**

**TERMS AND CONDITIONS FOR THE SETTLEMENT OF THE COLLECTED UNUSED PRODUCTS  
AND POULTRY WASTE, ETC OF GUWAHATI MUNICIPAL CORPORATION FOR THE YEAR  
2023-24 ( w.e.f.01.05.2023 to 31.03.2024)**

1. The completed tenders are required to be submitted in sealed envelope super scribing on the envelope indicating as follows:
  - (a) To,  
The Commissioner  
Guwahati Municipal Corporation  
Bhangagarh, Guwahati-781005
  - (b) "Retender for settlement of ..... wards of Guwahati Municipal Corporation."
  - (c) The envelope shall indicate the name of the wards 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.
  - (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 clearly in the mentioned in form (Bid amount + GST=Total Bid Amount).
2. The tenderer in person or representing any firm, co-operative society or company shall be termed as "lessee" at all times and for all purpose of the tender works.
3. The nos. of wards, estimated value for settlement (Ward wise), EMD etc. as required for the tendering are shown NIT.
4. 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 wards.
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 equivalent to 10% of the bid value in case of General Category tenderers and 5% in case of SC/ST/OBC tenders in the form of a Demand Draft / Banker's Cheque / STDR in favour of the Commissioner ,GMC ( validity for one year).
  - ii) Copy of PAN Card
  - iii) Copy of up to date Income Tax clearance Certificate.
  - iv) Copy of Up-to-date Trade Licence of GMC.
  - v) Copy of up-to-date GMC Property tax.
  - vi) Copy of Voter ID / Aadhar Card.
  - vii) Copy of Valid caste Certificate issued by the Competent Authority.
  - viii) Attested copy of Registration Certificate of the Firm. Co-operative Society or Company as the case may be, issued by the lawful authority.
  - ix) Original Copy of current Financial Soundness Certificate from the Bank authority.
  - x) GST up-to date Clearance Certificate.
  - xi) 2 copies of recent Passport size photograph.
  - xii) 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 along with 1(one) advance installment for settlement within 48 hours after receipt of the written order/L.O.I. The

amount may be paid by way of Demand Draft / Banker's Cheque / STDR (in favour of the Commissioner, GMC validity for one year) etc. In case of failure to deposit 50% of the settled amount in due time, the EMD shall stand forfeited.

- ii) An agreement has to signed for fulfilling all terms and conditions and proper performance of the contract in prescribed format, prior to final settlement of the lease.
  - iii) The lease period will be for 11 (eleven) months w.e.f. on 01.05.2023 to 31-03-2024.
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 which do not fulfill any one or more prescribed conditions or are incomplete in any from 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 tender, tenderer may engage on accredited representative with duly authenticated bio-data submitted to officer of GMC for taking instruction form 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 withdraws 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% amount 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 tenderer (s), then at this 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 from time to time the Commissioner, GMC reserved 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.
  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 accept 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 tenderers who have offered the settlement but declines to accept the same have their EMD forfeited without any responsibility or any claim on the part of GMC.
  17. If any bids submitted for settlement of the wards 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 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 settled value in 3(three) equal monthly installments which shall start w.e.f. ....,2023. The lessee will 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 settled 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 engagement order will be cancelled and the earnest money and the advance payment so deposited shall be liable to be forfeited and the Lessee will be 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 or as the Commissioner may decide as per provision of other relevant laws.

21. The lessee shall not collect any fees at the time of collecting waste. In case of any complaint of demanding fees, 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 be terminated forthwith.
22. The lessees can take help from the nearest Police Station, if any trader refuses to collect the waste.
23. 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.
24. The successful tenderer shall have to execute an agreement before taking over possession of the collected unused products on non-judicial stamp papers of Rs. 100/- only with Commissioner, GMC.
25. 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 he deems fit. In such event, the outgoing lessee shall not be entitled to any relief leading cancellation of the lease.
26. 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 wards of the tender documents.
27. If any untoward incidence is reported in any wards 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.
28. Each tenderer must sign the declaration, attached to the tender form, and must accompany the same with tender.
29. Non-fulfillment of any of the terms and conditions as made herein above shall invite rejection of the tender without any further reference.
30. The Lessee will have to follow all directions contained in the Guwahati Municipal Corporation Act, 1971 and Solid Waste Management Rules, 2000.
31. 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.

-Sd/-  
Commissioner,  
Guwahati Municipal Corporation  
Guwahati

Form No:-.....

Date:-.....



**Guwahati Municipal Corporation  
Bhangagarh :: Guwahati**

**TENDER FORM LEASE FOR COLLECTING UNUSED PRODUCTS AND POULTRY  
WASTE, MEAT, FISH, ETC. UNDER  
GUWAHATI MUNICIPAL CORPORATION FOR THE YEAR 2023-24  
(w.e.f. 01.05.2023 to 31.03.2024)**

Name of the tenderer with present address (in block letters):

.....  
.....  
.....

(In case of Firm/Company/Co-Op Society, give the name and address of the person signing the tender who represents the same)

- 1) (a) Age on 01.01.23 :
- (b) Name of the locality :
- (c) Name of Road :
- (d) Village/Ward No. :
- (e) Holding No. :
- (f) Mouza :
- (g) Police Station :
- (h) Post Office :
- (i) Registered office address (in case of company/co-op Society/Firm) :
- (j) Phone/Mobile Number :
- 2) Fathers/Husband Name and Address
- (a) Locality :
- (b) Road :
- (c) Village/Ward No. :
- (d) Holding No. :
- (e) Mouza :
- (f) Police Station :

- (g) Post Office :
- (h) District :
- (i) Phone Number :
- 3) Correspondence address with proper address, with Exact location, if not tender shall not be accepted :
- 4) Name of the Market which the tender is submitted :
- 5) Offered Amount for the year 2023-24 (w.e.f. 01.05.2023 to 31.03.2024) (Both in figure and words) (Including GST) (Bid amount + GST=Total Bid Amount) :
- 6) Whether the tenderer has ever succeeded in settlement of any Check-gate/ Parking Places Market under GMC :
- (a) If so, mention the name and the year of settlement :
- 7) State the particulars/figure of the earnest money paid in the form of Demand Draft with number and date :
- 8) Number and date of trade Licence from obtained from GMC in the name of the tenderer (attested copy is to be enclosed with) :
- 9) Number and date of receipt of the non-refundable tender fee deposited in GMC (Copy is to be enclosed) :
- 10) GST clearness certificate (Copy is to be enclosed in original or Photostat with attested) :
- 11) (a) PAN Card with number and date :
- (b) Authorized income Tax payment Statement of Income Tax Clearness Certificate (Copy is to be enclosed original or Photostat with attested) :
- 12) Number and date of financial soundness certificate (original to enclosed) with name of the Bank Branch :
- 13) Voter ID(Copy is to be enclosed original or Photostat with attested) :

14) Whether the tenderer belongs to a :  
recognized SC/ST/OBC (if so,  
enclosed certificate in photo copy  
with attested)

15) Detailed particulars of land  
/immovable property held by the  
tenderer, if any

(a) Area of land :

(b) Dag No. :

(c) Patta No. :

(d) Village/Ward No. :

(e) Mouza :

(f) Police Station :

(g) District :

(h) Holding No. :

Dag No.

**(In case the of building situated over the land)**

(a) The description of the :  
building

(b) Present value of the building :

(c) Present value of the land :

**Signature of the Tenderer**

**Date:**