



OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION
Market Branch :: Lakhtokia :: Guwahati

TERMS AND CONDITIONS FOR THE SETTLEMENT OF THE LEASE MARKET OF GUWAHATI MUNICIPAL CORPORATION FOR THE YEAR 2021-22 (6 MONTHS)

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
 - 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.
 - (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 person 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 name of the market, estimated value for settlement (market wise), EMD etc. as required for the tendering are shown and prescribed in Annexure-"A" being enclosed herewith.
4. The lease period in this instant case shall be for 6 (Six) months w.e.f. 01-10-2021 upto 31-03-2022. 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 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 particulars/ conditions would liable to be rejected:-
 - i) The tender must be accompanied with the earnest money-cum-security deposit equivalent to 10% of the estimated value of general category tenderers and 5% 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 recent 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 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 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 month advance installment shall have to be paid along with 50% advance deposit.
 - ii) An agreement has to be signed for fulfilling all terms and conditions and proper performance of the contract in prescribed format, prior to final settlement of the market.
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 bid 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.

Tenderers/bidders that 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. The Corporation will not entertain any of such claim whatsoever in this respect.
11. In case of any delay for issuance of the final lease order, the adjustment will be made considering the issue date of the lease order (L.O.I) as the starting date of the lease period. The total payable amount will be calculated starting from the issue date of the lease up to the end date of the lease.
12. No person, firm, co-operative society or company will be allowed to participate in the tender process if either convicted by any Court of law or blacklisted by the Corporation at any point of time. The previous conducts or records of any such tenderer, if any shall form the basis for all actions of GMC for any such purpose.
13. Any tenderer 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% of the said earnest money absolutely.
14. 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.
15. On settlement, the successful bidders are to enter an agreement with the corporation to make provisions for digital transactions as and when needed.
16. If any financial loss or damage is caused to the Corporation for any such act of Tenderer (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.
17. 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.
18. 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 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.
19. 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 right offer.
20. 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.
21. The earnest money of the unsuccessful tenderer shall be released only after completion of the lease settlement against their individual applications.
22. The lessee shall have to pay the remaining 50% of the settled value in equal installments the due date of which will be intimated in the LOI, 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 equal monthly installments at 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 decide in his behalf.

23. The lessee shall collect toll at the prescribed rates only. In case of any complaint of 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 be terminated forthwith.
24. 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.
25. The lessee shall not allow opening 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.
26. 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.
27. 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.
28. In case of 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 final & binding on the both the parties.
29. 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 cannot 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.
30. The lessee can take help from the nearest Police Station, if any trader refuses to pay the prescribed tolls.
31. No application for remission or exemption, under any circumstances will be entertained by the GMC due to natural calamities, bandhs, and flood, eviction by other local authorities or any other disturbances or any shortfall in collection.
32. 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.
33. 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 as he deems fit. In such event, the outgoing lessee shall not be entitled to any relief leading cancellation of the lease.
34. 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.
35. 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.
36. 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 terminated 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.
37. Each tenderer must sign the declaration, attached to the tender form, and must accompany the same with tender.
38. Non-fulfillment of any of the terms and conditions as made herein above shall invite rejection of the tender without any further reference.
39. The Lessee will have to follow all directions contained in the Guwahati Municipal Corporation Lease of Parking Places and Market, Bye Laws 2009.
40. 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.
41. The rate quoted by the bidders should not be excessively high. In case it is found to be excessively high/ unreasonably high then the Commissioner, GMC reserves the right to reject/ cancel the bid amount quoted by the tenderer without assigning any reason. In that event, the second highest bid would be considered as a valid offer, if otherwise not found unfit/improper.

Sd/-
Commissioner
Guwahati Municipal Corporation
Guwahati