



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STAFFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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Tender No. GMDA/GEN/19/2010/Part-IV/34 Dated: 24/02/2016

NOTICE INVITING TENDER

Sealed bids in Two Envelope system are invited by Guwahati Metropolitan Development Authority (GMDA), from eligible contractors/ Agencies/ Firms for parking rights within the premises of old Jail at Fancy Bazar,

Detailed Terms of Reference and other conditions may be seen and can only be downloaded from GMDA's website <http://www.gmda.co.in>.

Tenders are to be submitted to reach office of the Guwahati Metropolitan Development Authority by **3.00 PM of 10/03/2016**.

Sd/-

Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005

TENDER DOCUMENT

FOR

**OPERATING OF CAR PARKING AT PREMISE OF OLD JAIL
LAND AT FANCY BAZAR, GUWAHATI**

Package 1: Parking area Lot-2 for 250 ECS

Package 2: Parking area Lot 3- for 250 ECS

Tender No. GMDA/ GEN/19/2010/Part-IV/34 Dated: 24/02/2016



**Guwahati Metropolitan Development Authority
Bhangagarh: Guwahati-5**



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STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005

**OFFICE OF THE
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
BHANGAGARH: GUWAHATI-5.**

Tender No. GMDA/GEN/19/2010/Part-IV/02 Dated: 27/10/2014

1. Sealed bids in Two Envelope system are invited by the Chief Executive Officer, Guwahati Metropolitan Development Authority (GMDA), Guwahati, Assam, India from eligible contractors/ Agencies/ Firms for parking rights within the premises of old Jail at Fancy Bazar, as detailed below:

- | | | |
|----|--|--|
| a) | Tender Notice No | No.GMDA/GEN/19/2010/Part-IV/34 Dated:24/02/2016 |
| b) | Name of Work | For operating of car parking at premise of Old Jail land at Fancy bazar, Guwahati.
Package 1: Parking area Lot-2 for 250 ECS
Package 2: Parking area Lot 3- for 250 ECS |
| c) | Minimum Bid Value | Package 1: Parking area Lot-2- Rs 11.00 lacs (Rupees eleven lacs only) per annum.
Package 2: Parking area Lot 3- Rs 11.00 lacs (Rupees eleven lacs only) per annum. |
| d) | Earnest Money Deposit | Package 1 – Parking area Lot-2 Rs.1,00,000.00 (Rupees one lacs only)
Package 2- Parking area Lot 3- Rs 1,00,000.00 (Rupees one lacs only) |
| e) | Sale of Tender Document | Starting: 25/02/2016 Closing: 09/03/2016 |
| f) | Receipt of bids & venue | Upto 15.00 hrs on 10/03/2016,
Conference Hall of GMDA, Guwahati-5 |
| g) | Date, Time & venue of opening of bids. | Date 10/03/2016 at 15.30 hrs,
Conference Hall of GMDA, Guwahati-5 |
| h) | Signing of Agreement | 7 days from the date of issue of Award letter. |

2. The Eligibility criteria:

- a. Should have minimum **annual turnover** of **Rs. 50 (fifty) lacs** or above in the last **five financial years**.
- b. The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred or blacklisted by any State/Central Govt. undertaking as on due date of submittal.

3. Tender documents can be downloaded from the website www.gmda.co.in. The bidders downloading the tender documents from the website should submit along with the bid document for each Package, a sum of Rs. 2,000/- (Rupees two thousand) only in the form of Bank draft in favour of CEO, GMDA payable at Guwahati as tender fee. The bid not accompanied by the bid cost will be treated as non responsive bid.
4. Issue of Tender Documents to the bidder will not automatically mean that the bidder is qualified for the Award of the Contract. The bidders will be required to further fulfill the Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No Condition / Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid will be rejected.
5. Bids duly completed in all respects along with the requisite amount of Earnest Money Deposit shall be received up to the date of receipt as given above. These will be opened on the same date in the presence of the bidders or their authorized representatives, who choose to be present in the office of CEO, GMDA.
6. The tender documents are not transferable. The bidders are required to put the tender in the Tender Box personally or through their authorized representative. Bids in sealed condition shall also be received by Post/Courier provided that the Bid is received before the stipulated time and date (as per tender condition) in the receipt section of GMDA office, Bhangagarh, Assam. CEO, GMDA shall not be held responsible for the delay, if any, in the non-receipt of the same.
7. The Tender Notice Number and name of work shall be super scribed on the sealed envelopes.
8. GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.
9. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.

Sd/-
Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005

CONTENTS

SECTION – I	-	INSTRUCTIONS TO BIDDERS
SECTION – II	-	TECHNICAL BID
SECTION-III	-	FINANCIAL BID
ANNEXURE A	-	TECHNICAL BID FORM
ANNEXURE B	-	AFFIDAVIT
ANNEXURE C	-	MAP SHOWING PARKING AREA: LOT-2 & LOT-3

SECTION-I INSTRUCTIONS TO BIDDERS

1.0 Description of Works

Guwahati Metropolitan Development Authority (GMDA), invites sealed For operating of car parking at premise of Old Jail land at Fancy bazar, Guwahati on Lease basis.

2.0 Tender Document

2.1 The bidder/s shall submit separate documents for each package.

2.2 The works shall be carried out according to the conditions stipulated in the following set of tender documents alongwith Addendum/Corrigendum issued, if any:

Section I	Instructions to Bidders
Section II	Technical Bid
Section III	Financial Bid

2.2.1 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order given below:

- a) Financial Bid
- b) Technical Bid
- c) Instructions to Bidders.

3.0 ELIGIBILITY CRITERIA

- a. Should have minimum **annual turnover of Rs. 50 (fifty) lacs** or above in the last **five financial years**.
- b. The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred or blacklisted by any State/Central Govt. undertaking as on due date of submittal.

4.0 SUBMISSION OF THE BID

4.1 The tender forms can also be downloaded from the website <http://www.gmda.co.in> containing all terms and conditions.

4.2 The application forms downloaded from the website should be accompanied by a Bank Draft for each package of Rs. 2000/- (Rupees two thousand only) payable to the CEO, GMDA without which the tender would be rejected summarily.

4.3 Before submitting the tender the tenderers are advised to visit the site, read the tender document carefully apprise themselves thoroughly of the scope of works, jobs, terms and conditions and other requirements and clear doubts if any during the pre-bid

conference in the office of the CEO,GMDA.

- 4.4 This tender is based upon **two bid system: The Technical Bid and the Financial Bid**. The tender form duly filled in including technical bid and financial bid should be put in separate envelopes superscribed clearly as “Technical Bid” and the “Financial Bid”.
- 4.5 Applications shall be submitted by the bidder with supporting documents as enclosures and should be submitted in the following manner:
 - (a) **Envelope-I** This envelope should be marked as ‘**Technical Bid’ for Parking at the premises of Old Jail Land, Fancy Bazar,Guwahati for Package 1 or Package 2 (as applicable)** and sealed in a separate envelope. It should contain the application form (Annexure A) duly filled in along with supporting documents, application fee and earnest money.
 - (b) **Envelope-II** This envelope should be marked as ‘**Financial Bid’ for Parking at the premises of Old Jail Land, Fancy Bazar, Guwahati for Package 1 or Package 2 (as applicable)** and sealed in a separate envelope. It should contain the application form (Financial) duly filled in.
 - (c) Both the sealed **Envelope-I and Envelope-II** shall be kept in a sealed cover (outer envelope) and clearly marked as “**Bid for Parking at the premise of Old Jail Land, Fancy Bazar,Guwahati” for Package 1 or Package 2 (as applicable)** and the name of the bidder clearly written with full address, e-mail IDs and telephone numbers on it. The outer envelope should be addressed to the CEO,GMDA.
- 4.6 Outstation tenderers are advised in their own interest to send their tender by **Registered Post/Courier** and ensure its delivery before 3.00 PM of the last date of submission.
- 4.7 The tender application forms should be filled in neatly and accurately. Any alteration, erasing or overwriting will render the tender invalid, unless such alteration, erasing or overwriting is neatly carried out and duly attested otherwise the tender may be liable for rejection.
- 4.8 Financial Bids of only those bidders who are qualified and shortlisted after evaluation in the Technical Bids shall be opened.
- 4.9 The Technical and Financial Bids shall be opened in the presence on the interested applicant(s) on the stipulated date/time.
- 4.10 The entire bid documents alongwith enclosures should be submitted having each page duly **signed and stamped** by the tenderer or the authorized signatory.
- 4.11 All the supporting enclosures to be provided as part of technical bid and should be self attested by the tenderer or the person authorized on his behalf.
- 4.12 GMDA reserves the right to accept or reject any bid without assigning any reason and

also to invite fresh bids, as deemed appropriate.

- 4.13 Application received after the dead line of submission of application will not be considered or opened under any circumstances.
- 4.14 Conditional bids or incomplete application(s) or those received without required documents shall not be considered and summarily rejected.
- 4.15 No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by GMDA before the due date for submission of application. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.
- 4.16 GMDA reserves the right to modify terms and conditions of the LICENCE which shall be granted to the successful bidder after the bidding process or at the time of renewal of contract if in the opinion of GMDA it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the GMDA shall be final and binding in this regard.
- 4.17 GMDA reserves the right to suspend the bidding process, cancel the LICENCE with the selected party in part or in whole at any time if in his opinion it is necessary or expedient in the public interest. The decision of the GMDA shall be final and binding in this regard. Also GMDA shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 4.18 All communications must be sent on the letter-head of the applicant under the signature of the authorized signatory whose name and designation must be mentioned in the letter. Letter without name and designation of the authorized signatory and/or letters on plain paper will not be entertained.
- 4.19 Area of the Parking premises offered are on ‘**as is where is**’ basis and no alteration/modification shall be allowed. Applicant shall not raise objection to the condition of premises at any time.
- 4.20 CEO,GMDA or any person authorized by him may visit the parking site as claimed by the tenderer for verification.
- 4.21 The tenderer may be asked to produce the enclosures in original documents for verification to be returned after verification.
- 4.22 The tenderer will remain present alongwith original documents at the time of opening of technical bids and financial bids.

5.0 **EARNEST MONEY DEPOSIT (EMD):**

- 5.1 All bidders shall have to deposit earnest money in the form of a Demand Draft/pay order/bankers cheque payable in the name of CEO,GMDA Guwahati from a scheduled commercial bank along with their Technical Bid inside the envelope of :

- 5.1.1 For Package 1- Parking area Lot-2 EMD Rs. 1,00,000.00 (Rupees one lacs only)
- 5.1.2 For Package 2- Parking area Lot-3 EMD Rs 1,00,000.00 (Rupees one lacs only)
- 5.2 Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advertisement for inviting bids for allotment of Parking in the premises of Old Jail Land, Fancy Bazar, Guwahati, will not be accepted.
- 5.3 Earnest money shall be refunded to the unsuccessful bidders within one month of award of allotment letter. The bidders have no right for demand for interest on the Earnest Money. However, the successful bidder's earnest money shall be returned only once the successful bidder has deposited the security deposit and first installment of the licence fee payable by him.
- 5.4 However, in case where the bidder withdraws or modifies the bid during the 100 days validity of the bid or it has come to knowledge that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.
- 5.5 Tender received without EMD will be rejected summarily.

6.0 **Process to be confidential**

- 6.1 After the public opening of tenders, the information relating to the examination, clarifications, evaluation and comparison of tenders and recommendations concerning the award of contract will not be disclosed to the bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.
- 6.2 Any effort by the bidder to influence GMDA's personnel or representatives on matters related to the tenders under study in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in rejection of his tender.

7.0 **Evaluation of Tenders**

- 7.1 The tenders will be evaluated in accordance with the criteria given in clause 3.
- 7.2 Tenders containing any condition including conditional rebate/rebates are liable to be rejected.
- 7.3 The tenders submitted by the bidders who do not meet the Qualifications Requirements stipulated in the Tender Documents or who's Price Bids or rates which are valid for a period less than four months from the date of opening of tenders, will be rejected. Earnest money of the tenders containing the above mentioned restricted validity of Price Bids or rates is liable to be forfeited.
- 7.4 Canvassing in connection with tender are strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

7.5 If a Bidder expires after the submission of his tender or after the acceptance of his tender, GMDA shall deem such tender as cancelled.

8.0 **Award of Contract**

8.1 GMDA will award the contract to the bidder who meets the eligibility criteria for qualification mentioned in Clause 3 above and who has offered the highest Evaluated Bid Price provided further that the bidder has the capability and resources to carry out the contract effectively. The tender of the bidders, who have not been found to meet the qualification criteria on the basis of the documents submitted to GMDA, will be rejected.

8.2 Prior to the expiration of the period of Bid validity prescribed by GMDA, the GMDA will issue parking allotment rights to the successful bidder. The Letter of Intent shall constitute the formation of contract.

8.3 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.

8.4 The bidder whose tender is accepted shall be required to submit stamp papers of appropriate value in his name for payment of stamp duty as per the provision of Indian Stamp Act within 7 days of the date of issue of Letter of Award and shall be required to appear at the office of the GMDA in person, or through a duly authorised representative to execute the contract agreement within 15 days after receipt of the notice for signing the Contract Agreement. Failure to do so shall also constitute a breach of the agreement effected by the acceptance of the tender in which case the Letter of Award for the contract can also be cancelled and the Earnest Money accompanying the tender is also liable to be forfeited by the GMDA.

8.5 GMDA will sign the contract with the successful bidder

9.0 **Court's Jurisdiction**

Any suit or application, arising out of any dispute or difference on account of this tender or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at GUWAHATI, India only and no other court of any other District of the country shall have any jurisdiction in the matter. It is to be noted that in all cases, if any, Principal/Employer/Owner should be made as First Respondent.

10. **Secrecy of Contract Documents**

The Contract is confidential and must be strictly confined to the Contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers if necessary) and for the purpose of the contract.

11.0 **ACCEPTANCE OF TENDER:**

- 11.1 If the same licence fee is offered by more than one tenderer then GMDA immediately after opening such tenders will permit those tenders who are present and who have offered one and the same rate to increase their offer and the highest offer so increased will be considered for acceptance, or otherwise in case there is refusal to increase the offer or in the absence of respective tenders, the tenders which are to be considered for acceptance will be decided by drawing lots.
- 11.2 GMDA reserves the right to accept or reject any tender without assigning any reason thereof.
- 11.3 The Director is not bound to accept the highest tender. He reserves the right to accept highest or the lowest tender at his own discretion.
- 11.4 The act of the submission of the tender shall be deemed to be as unreserved acceptance of all conditions herein contained.
- 11.5 The offer made by the tenderer shall be kept valid for 100 days from the day of opening of the financial bid.

12.0 Clarification of Bidding Documents.

- 12.1 Clarification of the bidding documents, if any may notify at the following address in writing or by cable (hereinafter "includes telex and facsimile) at least 3 days before the submission of the tender.

Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-5
Ph : 0361- 2529650/ 2529824
Email: ceogmdaghy@gmail.com

The Authority shall endeavour to respond to the queries within the period specified therein but not later than one days prior to the submission Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the document without identifying the source of queries.

- 12.2 GMDA reserved the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 12.1 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

SECTION- II
TECHNICAL BID

TERMS & CONDITIONS OF LICENCE

1. LOCATION OF PARKING AREA:

The proposed license for Parking is within the premise of old jail land at Fancy bazaar, Guwahati. The map showing the proposed parking area is marked as Annexure 'C'.

2. TYPES OF VEHICLES TO BE PARKED AND APPROVED PARKING RATES TO CHARGED BY THE LICENCEE:

2.1 Only vehicles such as Scooter/Motorcycle, Car/Jeep/ cycle etc. shall be allowed to be parked in the parking area. No commercial good carrier vehicle shall be allowed to park inside the parking lots.

2.2 The licensee will charge the parking charges from the visitors as below:

Sl. No.	Description of vehicles	Approved rates
1	Four wheelers	Rs. 10/- per hour
2	Three wheelers	Rs. 5/- per hour
3	Two wheelers	Rs. 3/- per hour

2.3 No parking charge will be levied from the official vehicles belonging to Government of India / State Governments / PSUs/Autonomous bodies under Central/State Govt. / local bodies for short stay (2hrs maximum).

3. SERVICE:

3.1 The licensee shall operate the parking as per the terms and conditions to keep a watch and ward on the vehicles parked in the parking area.

3.2 The successful bidder (hereinafter referred to as the Licencee) will have to install barrier at the designated sites in the premise of Old Jail land Fancy bazaar, Guwahati at the parking site at his own cost.

3.3 The Licencee shall use the said licensed premises only for the purpose of operating the parking lot in the premise of Old Jail land Fancy bazaar, Guwahati subject to the terms and conditions, the guidelines and policies framed by GMDA (hereinafter referred to as the Licensor) from time to time, and for no other purpose (hereinafter referred to as 'Permitted Purpose').

- 3.4 The licensee shall ensure the safe custody of the vehicles for the period it is parked within authorized parking space of the GMDA by keeping proper watch and ward and control over the entry and exit of the vehicles.
- 3.5 The licensee shall use handheld machine for issue of printed tickets indicating ticket number, date, time and the approved rates of parking and produce the sample ticket to the Licensor for approval.
- 3.6 In case of overcharging the parking rates / fee more than the approved rates the contract shall be terminated and no refund will be made in such a case.
- 3.7 The licensee will make own arrangements for watch and ward of the vehicles at the site and GMDA will not be responsible for any damage.
- 3.8 The licensee shall ensure that the parked vehicles are properly locked at the time of parking.
- 3.9 If the parking ticket is lost, the vehicle and the helmet can be delivered only after due verification to the complete satisfaction of the licensee.
- 3.10 The licensee is authorized to charge a fine equivalent to the parking charge of the vehicle for the lost ticket.
- 3.11 The licensee shall exhibit the authorized parking rates/fine rates on prominent board which shall not be less than 100 x 75 cm at minimum four places.
- 3.12 The licensee shall not allow vehicles to be parked on roads of near Old Jail land, Fancy Bazar, Guwahati.
- 3.13 The licensee shall not allow any other person to use the premises for any other purpose whatsoever.
- 3.14 The licensee will not be allowed to undertake any kind of vehicle repairs/cycle repairs in the parking area.
- 3.15 Parking of LCV, trucks, Buses, trailers and containers are strictly prohibited in the parking area.
- 3.16 If any vehicle is left after the prescribed opening hours, the licensee will be responsible to deposit the same with area police station after lodging report in this regard.
- 3.17 In case of any theft or damage of the vehicle from/in the parking area the licensee will be responsible for the same and GMDA will not have any liability whatsoever.
- 3.18 The safety and security of electrical poles, fittings and fixtures including cables etc. shall be ensured by the licensee and recovery shall be made from the licensee in case of damage or loss of property.
- 3.19 One duplicate key of the lock of the parking gate shall be deposited with the security

supervisor.

- 3.20 The parking space is being provided to operate the parking on “**as is where is basis**”. The licensee has to make his own arrangements for installation of CCTV camera, sufficient lighting for smooth operation of the parking facility.
- 3.21 The licensee shall be solely responsible to keep the premises clean. He will ensure removal of waste paper and garbage from the parking area. In case GMDA has to engage any labour for cleaning, the cost incurred will be recovered from the licensee.
- 3.22 Should the vehicle movement in the city remains closed on any other day, days due to unforeseen circumstances the licensee cannot claim any rebate thereof.
- 3.23 No additional construction within the parking area be done by the licensee without prior written permission from GMDA. Any violation will attract monetary penalty or in extreme case cancellation of the license.
- 3.24 Permitted construction shall not be allowed to be removed while vacating the premises.
- 3.25 The licence is only for Parking operations, premise of Old Jail land Fancy bazaar, Guwahati No other facilities shall be provided by GMDA. For all other facilities/amenities the licensee has to make his own arrangements and GMDA will not be responsible for them.
- 3.26 The licensee shall run the parking to the complete satisfaction of CEO,GMDA or any other officer authorized by him throughout the term of the licence.
- 3.27 The licensee shall use the licensed premises strictly for parking and is not permitted to use the premises for any purposes whatsoever.
- 3.28 The licensee has no right on the land of licensed premises.
- 3.29 Officials or representatives of licensor may at any time monitor the quality of services offered by the licensee.
- 3.30 The licensee shall not place or permit placement of any advertisement, notice frames pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical / electrical devices or contrivance for commercial gains.

4 PAYMENT OF LICENCE FEE:

- 4.1 The licensee shall pay to the licensor a licence fee as agreed to for payment for the licensed term (hereinafter referred to as licence fee) in addition to the service tax and other government levies as applicable from time to time.
- 4.2 Licence fee has to be deposited before 7th of every month in advance. If the licensee fails to deposit the licence fee before 15th of every month in advance with a late fee of Rs. 5000/- per day for each defaulting day upto 15th of every month and with a late fee of

Rs. 10,000/- per day for each defaulting day beyond 15th of every month upto the last day of the month in advance, the licensee shall not be allowed to continue after that and licence shall be terminated at the risk and cost of licensee and the Security Deposit shall be forfeited to the Government and no claim shall be entertained.

5 PERIOD OF LICENCE:

- 5.1 The licence will be for one year valid from the date of signing of Contract Agreement and the period may be renewed further period subject to satisfactory performance of the licensee and 10% increase of the licence fee every year at the time of renewal and at the sole discretion of the licensor.
- 5.2 GMDA may without assigning any reason surrender the licence after giving one month prior written notice to the licensee, and in such an event the security deposit will be refunded.
- 5.3 The licensee may without assigning any reason surrender the licence after giving three months prior written notice to the licensor, but in such an event the licence fee paid during the period and security deposit will not be refunded.
- 5.4 Upon expiry of the period of licence term or earlier termination of the licence for any cause whatsoever the licensee shall have no right, title, interest to use the said licenced premises. The licensor shall have undisputed right to make use of the said licenced premises at its discretion thereafter and also to grant licence and /or further rights of the licenced premises to any third person or any other party(ies).
- 5.5 Revocation /cancellation of licence for any reason whatsoever shall not absolve the licensee from responsibilities, liabilities for damages and/or payments accrued prior to the termination of the licence.
- 5.6 In case if for any reason whatsoever the licensee continues to occupy the licence premises beyond the expiry of agreement, damages @ 5 (five) times of the licence fee for the first seven days of default, 10 (ten) times for the next seven days of default (to be calculated on pro-rata basis of licence fee quoted for the duration of licence) will be payable by way of liquidated damages. The licensee agrees it is a reasonable estimate of damage and the licensee agrees to pay the same without any protest / demur.
- 5.7 Under no circumstances will the licensee be allowed to occupy the Parking after the 14 days of default and the same would be taken over by licensor without any notice.
- 5.8 The licensee shall be deemed to have vacated the licence premises on termination or expiry of the licence period and shall thereafter have no right to access the licensed premises. In such cases the licensor will be at liberty to deny entry of licensee into the licensed premises and get the licenced premises vacated including disconnection of water/electricity and other facilities to which the licensee shall have no right to object. Further the licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination /cancellation of licence.
- 5.9 On expiry / revocation / cancellation /termination of the licence the licensee shall hand over peaceful vacant possession of the licensed premises in good condition to the licensor.

6 POWER SUPPLY

No electrical power supply in the Parking of the said premises will be provided by GMDA. If required the licensee will have to make his own arrangements for electricity in the name of GMDA. The cost of this electricity will be paid by the licensee.

7 SECURITY DEPOSIT:

7.1 The successful tenderer shall deposit within **7 days** from the date of receipt of offer by the licensor a sum equivalent to **three months** of accepted licence fee in the form Demand Draft in the name of CEO, GMDA payable at Guwahati , for the due and faithful performance by the licensee of all or singular and several stipulations, conditions to be served and performed on the part of the licence and failing which the licence shall be liable to cancellation at the risk and cost of the licensee and subject to such other remedies as may be opened to GMDA under the terms of the licence.

7.2 The Security deposit mentioned as above shall be refunded after successful completion of the licence. In the event of any outstanding pending dues payable to CEO,GMDA, it will be recovered from security deposit irrespective of any back period without further correspondence.

7.3 In the event of the licensee failing to furnish the Security within the stipulated time under the terms of licence, the GMDA will be forced to cancel the licence offer, forfeit the EMD and make other arrangements at the risk and expenses of the licensee to operate the parking.

7.4 Any act of licensee which results in violation of the agreement or any of the terms and conditions contained herein shall give licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the agreement under show cause notice and to disconnect utilities like electricity, water etc.

8 TERMINATION OF THE LICENCE

8.1 GMDA can terminate the licence at any time after serving show cause notice to be replied within seven days in writing to the licensee for breach of any condition of the licence or if during the period of the licence the performance is not found satisfactory without any compensation. The decision of the CEO, GMDA shall be final and binding on the service provider in this regard.

8.2 Failure by the licensee to comply with any statutory requirements during the period of licence shall result in termination of the licence and subsequent disqualification for participation in any future tender in GMDA.

8.3 Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall acquire thereafter to the government and provided also that the licensee shall be liable to pay the government for any extra expenditure thereby put to but shall not be entitled to any gain from parking.

9. DAMAGES AND PENALTY

9.1 The licensee shall confine their activities within the licensed premises and in no case will they be permitted to deviate /increase/alter the same.

9.2 If the licensee commits any breach of this licence he shall be liable to be fined up to an amount not exceeding $1/4^{\text{th}}$ of the monthly licence value for every act of default or negligence. On demand, the amount should be deposited within 7 days. GMDA reserve the right to cancel the licence within 14 days notice period which may not preclude termination of licence.

10. ACCEPTANCE OF OFFER AND EXECUTION OF AGREEMENT:

The successful tenderer shall within **7 days from the date of receipt of offer** made by the licensor execute a formal agreement on a non judicial stamp paper of appropriate value at his cost and if the same is not executed by the due date then GMDA will have the option to treat the offer as cancelled and on such cancellation the amount deposited as earnest money can be forfeited.

11. COMPENSATION FOR DAMAGES TO LICENCEE:

The licensee shall have no claim over GMDA, what-so-ever to compensation or any damage to his property or person caused during the process of running the Parking at the premises of old jail land at Fancy bazaar, Guwahati. The licensee will make adequate arrangements to protect the equipments, furniture etc. installed by him. The licensee is advised to take adequate insurance cover to safeguard his property against loss due to theft or damage or any other reason whatsoever.

12. COMPENSATION FOR DAMAGES TO LICENSOR:

12.1 In the event of any loss to GMDA on account of any act of commission or omission by the licensee's employees, the licensee shall make good the loss suffered by GMDA either by replacement or by payment of adequate compensation as decided by the CEO, GMDA.

12.2 The licensee shall be responsible for any damage or loss to the Parking inside the premises and any other facility that may be done by himself or his employees. Compensation for such damage shall be assessed by the CEO, GMDA, whose decision shall be final and binding.

12.3 The amount of loss, penalty, compensation, licence fee, interest etc, if not paid within a period of 14 days from the date of demand, shall be liable for forfeiture of security deposit.

13. JURISDICTION OF COURTS:

All disputes shall be subject to the jurisdiction of Courts in Guwahati, Assam.

14. MAINTENANCE OF PREMISES:

14.1 The licensee will be responsible for clearing of the Parking and surroundings. The

licencee shall keep the area of the Parking neat and tidy for which he should engage experienced personnel for this purpose.

14.2 The licensee will maintain the premises offered to him for the purpose of the licence. Under no circumstances the licensee will deface or disfigure the building/structures provided to him failing which monetary penalty will be imposed as per the terms and conditions of the tender.

14.3 GMDA, reserves the right to modify the existing parking facility in accordance with the new master plan or any other reason whatsoever or open any number of new Parking facilities in the premises of old jail land, Fancy bazaar, Guwahati at his discretion during the period of present contract for which no compensation shall be payable and the tendered licence fee shall continue to be the same. The licensee will not have any objection to inviting separate tenders for running these facilities.

15. TAX LIABILITY

Apart from payment of licence fee to the licensor payment of all applicable taxes including income tax, service tax and other applicable taxes will be the responsibility of the licensee and a copy of the return submitted to various tax authorities will also be submitted to the GMDA.

16. PERSONNEL

16.1 The licensee shall engage the sufficient number of personnel as required.

16.2 The said personnel engaged by the licensee shall be the employees of the licensee and it shall be the duty of the licensee to pay their salary every month.

16.3 All services shall be performed by persons qualified and skilled in performing such services. And the personnel employed by the licensee should be polite, courteous and well behaved with the general public. The licensee shall be responsible for any act of indiscipline on the part of persons deployed by him.

16.4 In the event of any complaint against any employee of the licensee a fine will be imposed on the licensee upto a limit of Rs. 2,000/- in each case.

16.5 GMDA may direct the licensee to remove any person from the site of work, employed by the licensee, who may be incompetent or may not conduct himself/herself properly and the licensee shall forthwith comply with such requirement and replace immediately.

16.6 The licensee has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. The licensee will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the licensee. GMDA shall not accept any responsibility for the personnel engaged by the agencies for any matter.

16.7 Any dispute between the firm/agency and his / her personnel shall be settled at Labour Office. GMDA shall have no concern whatsoever in the matter. Any risk involved in performing the duty by the employees, would be sole concern of the firm/agency.

16.8 In case of any incidents / quarrel / complaints occurred / thefts in the premises of old jail

land, Fancy Bazar Guwahati then all type of FIR with the police, court cases on this account has to be dealt with by the licensee immediately with information to GMDA.

16.9 All the personnel employed by the licensee will wear the uniform as approved by GMDA.

17. PARKING OPERATION HOURS:

17.1 The parking shall remain open for public on all working days and holidays from 7.00 a.m. to 9.00 p.m.

17.2 However, the licensor reserves the right to direct the licensee to close the parking on any day or to operate the parking beyond the official opening hours as deemed fit.

18. SAFETY AND SECURITY

18.1 The licensee has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

18.2 The licensee shall ensure deployment of suitable persons from proper background after having the antecedence of the employee verified by the local police, collecting proofs of identify like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw any such employees who are not found suitable by the GMDA for any reasons immediately on receipt of such instruction.

18.3 The licensee and his employees shall follow the security instructions/orders issued by GMDA from time to time.

18.4 The Licensee shall make appropriate arrangements and install adequate firefighting equipment in accordance with requirement of Director, Fire Service, Assam at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked/monitored from Director, Fire Service, Assam or any other approved agency at the cost of the Licensee if felt appropriate during the period of license.

18.5 The Licensee and its employees shall comply with any special instructions issued from Licensor/Guwahati Police/Security Agencies including those with regard to security from time to time.

18.6 The licensee shall arrange at its own cost the security of the premises and inventory thereof and the licensor shall not be responsible in any manner whatsoever for the security of the licence premises and the goods stored therein.

18.7 The licensee shall also ensure that its employees promptly evict inebriated, rowdy and other anti-social elements if and when the need so arises in order to maintain decorum in the premises.

19. ARBITRATION

In the case of any dispute arising upon or in relation to or in connection with the contract thereof shall be amicably resolved through discussions between the client and the consultant, failing which the dispute may be settled under the rule of Indian Arbitration Act, 1996. In the event of failure of these discussions and judicial resolution becoming necessary, then and only in that event, the matter shall be referred to the courts of State of Assam, India.

APPLICATION FORM- (TECHINCAL BID) (Package 1/Package 2)
FOR LICENCE TO OPERATE PARKING
AT PREMISE OF OLD JAIL LAND AT FANCY BAZAR, GUWAHATI

(TO BE FILLED IN BY THE APPLICANT)

1. Name of the Applicant Entity

2. Address

.....

3. Contact Details:

3(i) Telephone No(s) with ISD / STD Code:.....

.....

3 (ii) Fax Number with ISD / STD Code:.....

3(iii) E-mail id :.....

4. Website, if any :.....

5. Details of EMD

(i) Bank Draft / Bankers Cheque / Pay Order:

(ii) Number:.....Date.....

(ii) Bank Name and Branch.....

(iii) Payable at:

6. Details of application fee of tender form downloaded from website:

(i) Bank Draft / Bankers Cheque / Pay Order:

(ii) Number:.....Date.....

(ii) Bank Name and Branch.....

Payable at:

7. (i) Service Tax Registration No.:

(ii) TAN Number:.....

8. (i) Applicant's Legal Status, please specify:

(Private /Public Limited Company / Partnership Firm/Sole Proprietor Firm/any others)

.....

8. (ii) PAN Card No. :

9. Contact Executive:

(i) Name:

(ii) Designation:.....

(iii) Tel. No. (s) with STD Code:.....

(iv) Mobile:

(vi) E-mail ID :

10. Designation & address of the Income Tax Authority by whom the entity is assessed:

.....

11. Bankers Details:.....

(i) Name:.....

(ii) Branch:.....

(iii) A/c No.....

12. Details of business associates/sister concerns/affiliates/subsidiaries, etc. if any:

.....

13. Date of establishment of the applicant's Business in Parking :

.....

14. Turnover from Parking Business operations:

Financial Year	Turnover (in lacs) (as per audited financial statement)
2010-11	
2011-12	
2012-13	
2013-14	
2014-15	
Average Annual turnover	

15. Experience if any in the field of Parking Business Operations (last five years) (attach separate sheet if required):

SN	Name of Organization	Type : (GOI/State Govt./PSU/Autonomous Body/local body	Address of Organization	Operating since (month/year)	Whether operating currently (Y/N)

I/we, hereby, declare that:-

I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.

I/we have read and understood the terms and conditions governing the grant and operation of license: and

I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.

That I/We understand that in case of any of the above information/documents (as given by us) is found to be incorrect, GMDA may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/We will not be entitled for refund of any part of licence fee, security and other deposit.

I/we have not been barred / blacklisted by any Department/Organization/Local Authority.

I/we have enclosed self-attested / certified copies of supporting documents and will produce originals of the same for verification.

I/we hereby also declare that:-

The bid has been submitted after site inspection of the proposed site and the same are to be allotted on 'as is where is' basis.

GMDA reserves the right to suggest us about improvement in services etc.

That the undersigned has been authorized by the firm/company to sign these bid documents.

The address given below is the postal/communication address in which all the messages/documents may be addressed/sent to us.

Place: Signature (authorized signatory):

Date: Name.....

Company Seal:

SECTION-III
FINANCIAL BID

APPLICATION FORM- (FINANCIAL BID) (Package 1/ Package 2)
FOR LICENCE TO OPERATE PARKING
AT
PREMISE OF OLD JAIL LAND AT FANCY BAZAR, GUWAHATI
(TO BE FILLED IN BY THE APPLICANT)

Dear Sir,

I am/We are pleased to submit my/our Financial Bid for Rs. _____
(In _____ words

_____) per month for grant of licence to operate parking at the premise of Old Jail Land, Fancy Bazar, Guwahati for a period of one year starting from signing of the Contract Agreement.

I/we hereby declare, understand and accept that:-

The submission of the offer does not guarantee grant of licence and that GMDA has the right to cancel or reject the bids at any time.

We shall deposit within **7 days** from the date of receipt of offer a sum equivalent to three months of our offered licence fee from Nationalized Bank as Security Deposit for the due and faithful performance in the form of Demand Draft in favour of CEO, GMDA, payable at Guwahati.

The licence will be valid for one year from the date of signing of Contract Agreement and the period may be renewed further period subject to satisfactory performance of the licensee and 10% increase of the licence fee every year at the time of renewal and at the sole discretion of the licensor.

Security deposit will be at the disposal of CEO, GMDA to make good any loss/damages/outstanding dues and for performance of other Terms & Conditions of license.

I/We understand that apart from quoted license fee, charges for electricity, water, conservancy etc. shall be payable by us regularly to the complete satisfaction of CEO, GMDA at the rates decided by CEO, GMDA from time to time, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the Licensor. We understand that non-payment of dues on time will result in cancellation of license. The authorized parking rates have been seen by us and we agree that these charges are subject to revision by the licensor without any notice.

The postal address given here-below is the postal/communication address to which all the messages/documents any be addressed/sent to us.

Thanking you,

Yours faithfully,

Place:

Signature:

Date:

Name:

Designation: (Capacity in which signed)

Full Address:

Company Seal:

Email ID:

AFFIDAVIT

I, _____, son/daughter/wife of _____
resident of _____ Director/Partner/Proprietor of M/s.
_____ having its registered office at

do hereby solemnly declare and affirm as under:-

1. That there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/we have controlling share under any law which restricts me/firm/company from operating Parking and/or to enter into the License Agreement.
2. That no penalty on account of failure of unhygienic condition of Parking has been levied on me/firm company or any other legal entity in which I/we have controlling share by any of local/Government Authority.
3. That I/firm/company am/is financially sound to undertake such an agreement.
4. That I/we understand and agree that licensed premises shall not be used after expiry of the Agreement. The licensor will have the right to disconnect electricity, water and other services after expiry of the Agreement and/or seal to take over the premises on the expiry of the License Agreement without any noticed to the licensee.
5. That I/we understand and agree that the license period/term of license of Parking at GMDA for which I am/we are submitting out bids, namely _____ is for a period of _____ as per the Bid Notice/Bid Documents and the period of license is non-negotiable and will not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
6. That in case I am/we are allotted the licensed premises, namely, _____, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.
7. That in case I am/we are allotted the licensed premises, namely, _____, I/we shall peacefully hand over the vacant possession of the licensed premises on termination/cancellation/revocation of license in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.
8. That I/we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these conditions and/or for use of any area outside/beyond the licensed area, the license agreement will result in summary cancellation/termination of license agreement.
9. That I/we undertake and agree that the Licensor will have the right to revoke/cancel the License agreement without any notice on violation of any terms & conditions of the bid document and/or Agreement.

10. That I/we agree and understand that I/we will have no authority to access the premises after the expiry/termination/revocation/cancellation of License Agreement.
11. That I/We agree and undertake that I/we will not operate Parking other than the designated sites at the premises of Old Jail Land, Fancy bazaar at any point of time.
12. That I/we undertake to pay the amounts as demanded by CEO, GMDA towards damage if caused to the licensed premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within three days from the date of Demand Note/Invoice.
13. That I/we or our other business entity where we has and/or still have controlling share, have not been barred / blacklisted of any issues by any State/Central Govt. authorities as on due date of submittal.
14. That I/we have not been debarred from bidding on any account of bid documents.
15. That I/we declare that no criminal case is pending against me/us in any court of law in the country.
16. That I/we shall not object to establishment of any other Parking at the premises of Old Jail Land, Fancy Bazaar, Guwahati.
17. That I/we shall not object to modification in the Parking area on any account which may result in increase or decrease in the parking area at the premises of Old Jail Land, Fancy Bazaar, Guwahati.
18. That I/we have read all the terms & conditions in the tender documents and agree to abide by them in entirety.

DEPONENT

VERIFICATION

Verified at Guwahati on this _____ day of _____, 2016 that the contents of the above Affidavit are true and correct to my/our knowledge and no part is false and incorrect.

DEPONENT