



Office Of The
SHILLONG MUNICIPAL BOARD

Bid Document for Grant of Lease for Operation Management and Maintenance
of the Municipal Parking Lot at:

NIT No:

Issued to:

Date:

(Signature of the Issuing Authority)

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Office Of The
SHILLONG MUNICIPAL BOARD
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No: SMB/LIC/001/2016-17/49

Dated, Shillong, the 27th January 2017

NOTICE INVITING BIDS

In the interest of providing efficient service to the citizens of the city, the Shillong Municipal Board hereby invites bids for grant of lease for operation, management and maintenance of the Parking Lots listed below as per the terms and conditions published in the detail bid document

Name of Parking Lot	Minimum Bid Value	Earnest Money	Contract Period	Eligible Bidders
Municipal Parking Lot at:				
1. Mawlong hat	Rs 49,00,000 p.a			
2. Opp Anjalee cinema ground floor	Rs 18,00,000 p.a			
3. Opp Anjalee Cinema first floor	Rs 18,00,000 p.a			
4. Laitumkhrah Municipal Market & Dhanketi	Rs 10,00,000 p.a	2% of the Minimum Bid Value	Three years from the date of execution of Contract Agreement	Individuals/Firms with sound financial background whose place of residence/registered office is within Shillong Municipality. Firms should have valid business license issued by SMB.
5. Umsohsun Parking Lot.	Rs 6,50,000 p.a			
6. Parking Lot opp SBI	Rs 5,30,000 p.a			
7. Roadside Parking (Motphran to Qualapaty)	Rs 7,50,000 p.a			
8. Police Bazaar opposite Meghalaya Legislative Assembly.	Rs 5,30,000 p.a			
9. Motphran Parking Lot	Rs 6,00,000 p.a			

1. Bid along with the earnest money will be received up **1:00 pm on the 28th February 2017** and it will be opened on the same date at **1:30 pm** in presence of the Bidder or his/her/their representatives. Any tender received after the date and time will not be entertained.
2. Detail Bid Documents can be obtained from the office of the undersigned on any working day during office hours upto **3:00 pm on the 27th February 2017** on payment of Rs.1000/- . The same can also be downloaded from the SMB's website <http://smb.gov.in>. In case of downloaded bid documents the bidder shall have to submit along with the bid, a Demand Draft of Rs. 1000/- drawn in favor of the Chief Executive Officer, Shillong Municipal Board, payable at Shillong.
3. **Intending bidders are instructed to read the Bid Documents carefully before submitting their bids.**
4. Clarifications if required may be sought for in writing from the undersigned before the 15th February 2017.

-sd-

(Shri B. Sohliya),
Chief Executive Officer,
Shillong Municipal Board.

Section 1: Instruction to Bidders

1. Scope of Work:

The bidder's/lessee's scope of works are as follows:

- a. Regulation of parking and collection of parking fees as per prescribed rates in Schedule 'A'.
 - b. General Maintenance of the Parking Lot which also includes Cleanliness and Discipline.
 - c. Provision of Security arrangements to prevent theft, vandalism of the vehicles and utilities in the parking lot which also includes prevention of unwanted illegal activities like consumption of liquor and immoral acts within the parking lot.
 - d. Payment of electricity bills during the tenure of the lease. Adjustments with the lease amount will be made with every payment.
 - e. The Bidder is also expected to ensure that encroachment by hawkers and vendors within the parking lot and its annexes do not occur except in spaces where they have been allowed through a written order/notification by the SMB/Government.
2. The Bidder is expected to read this tender document carefully and his/her/their signature on all pages of this document is mandatory.
3. To get a better understanding of the amount to be bid, the bidders are suggested to inspect the parking lot at their own cost.
4. Bidders will not be eligible to bid in case of the following:-
- a. If they have defaulted in earlier contracts with the SMB.
 - b. If he/she/they have been convicted by a Court of law.
 - c. If he/she/they is a member of banned organizations.
5. The Bidder should submit his bid to the Chief Executive Officer, Shillong Municipal Board, along with the following documents :-

- a) Receipt against purchase of bid documents;
 - b) Earnest Money;
 - c) **Two Copies of Passport Size Photographs of bidder or authorized representative;**
 - d) **Identification Document (EPIC, Driving License, Passport);**
 - e) **Proof of Address, authenticated by the Rangbah Shnong/MDC/MLA;**
 - f) Copy of Pan Card; and
 - g) in case of Societies/SHG/Firms/Companies, registration certificates, Memorandum of Association or Partnership Agreement (in case of partnership firm) along with an authorization letter from the Society/SHG/Firms/Companies indicating the authorized signatory for this contract.
6. The Earnest Money should be in the form of Call Deposit/Bank Draft for the amount specified in the bid data sheet, drawn in favour of the Chief Executive Officer, SMB and should be valid for not less than six months.
7. Bids once submitted will not be allowed to be withdrawn without the written permission from the CEO/SMB. In case the bid is allowed to be withdrawn the Earnest Money shall be forfeited.
8. All Forms in the Bid Document should be completely filled up and signed.
9. The Bidder shall quote the Lease Amount to be offered for a period of one year which shall be escalated by 5.00% per annum till the expiry of the contract.
10. The Bidder should clearly indicate the amount quoted in figures and words.
11. The bids should be submitted in a sealed cover and clearly indicate on the cover, the name of the contract and the name and address of the bidder.
12. Bids without the documents/enclosures listed at (4) above and without the signature of the bidder on all pages of the bid document will be rejected.

13. The officer opening the bid shall normally accept the responsive bids which shall be evaluated for reasonableness by the Competent Authority. The award shall be on the approval and recommendation of the Competent Authority.
14. The Competent Authority shall be entitled to reject any or all the bids without assigning any reasons thereof and the decision will be final and binding on all parties and shall not be questioned in any proceedings.
15. While finalizing the bids the Competent Authority shall form a panel (waiting list) from among the bidders. In case the highest selected bidder fails to comply with any of the terms and conditions of the bid and contract, the SMB shall have the right to offer the work to the next bidder on the panel instead of re-bidding the work.
16. Upon acceptance of the bid, the selected bidder/lessee shall undertake the following steps within the specified period, failing which the Earnest Money of successful bidder will be forfeited:
 - a. Acceptance of the work by appending his signature on the copy of the Letter of Acceptance (LOA) within seven days of issue of the same.
 - b. Furnish the Security Deposit and Advance Payment as specified in the Contract Data within 15 Days from the date of issue of Letter of Acceptance.
 - c. Execute the Contract Agreement within 20 days of issue of LOA.
 - d. Commence the works within 30 days of issue of LOA.
17. For Specific information with respect to this particular contract/bid, bidders are instructed to refer to the Bid Data Sheet.

SECTION 2: BID DATA SHEET

Clause Reference	<u>Data</u>
1	<u>Name of the Contract</u> Lease for Operation, Management and Maintenance of the Municipal Parking Lot at _____
1	<u>Location of the Project:</u> <ul style="list-style-type: none"> • Shillong
5	<u>Name and Address of SMB:</u> <i>The Chief Executive Officer</i> <i>Shillong Municipal Board,</i> <i>Bishop Cotton Road,</i> <i>Shillong, Meghalaya</i> <i>Phone: +91-364- 2224702, Fax: +91-364-2224702</i> <i>Email: smb-meg@nic.in</i>
9	<u>Bid Language:</u> English
9	<u>Currency:</u> Indian Rupees
6	<u>Period of Bid Validity:</u> 120 days
6	<u>Amount of Bid Security:</u> Rs. _____ (Rupees _____) (Six Months equivalent of the lease amount)
10	<u>No of Copies of Proposal:</u> Single Copy
12	<u>Bidding Parameter:</u> <ul style="list-style-type: none"> • Highest lease amount offered per annum to be escalated by 5.00 % per annum
12	<u>Bid Evaluation</u> <ul style="list-style-type: none"> • Responsiveness Check • Highest lease amount offered per annum.
	<u>Lease/Contract Period</u> 3 Years from the date of signing of Contract by both parties.
	<u>Bid Opening Date and Time:</u> 1:30 pm on the 28 th February 2017

SECTION 3: CONDITIONS OF LEASE

1. DEFINITIONS:

- (a) The **Accepted Lease Amount** means the amount accepted as specified in the Letter of Acceptance.
- (b) The **Lease or Contract** is the Contract between the SMB and the Contractor to operate, manage and maintain the parking lot as per the terms and conditions contained therein.
- (c) The **Lessee** is the successful bidder whose Bid has been accepted by the SMB.
- (d) The **Lessee's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (e) **Letter of Acceptance** means the formal acceptance by the SMB of the Bid and denotes the formation of the Contract at the date of acceptance.

2. **TERM OF THE LEASE:** The lease shall be for duration of 3 years from the date of signing the Contract Agreement.

3. GENERAL.

- 3.1. The Lessee shall have the right and authority subject to compliance with the terms and condition mentioned herein to collect parking fees as per the Schedule of rates from the vehicles with exceptions as specified and mentioned in the contract data.
- 3.2. The Lessee shall make and arrange payment of the **Accepted Lease Amount less the electricity bills paid to MPDCL** strictly as per the terms of payment in clause 7 of the conditions of the contract.
- 3.3. The Lessee shall make and arrange payment of monthly electricity bills charged by MPDCL and shall ensure that power supply to the parking lot is not disrupted for non-payment of monthly bill. The receipts along with statement showing payment of electric bills should be furnished in original along with the quarterly payment. In case receipt is not furnished in original the payment made will not be adjusted and the lessee shall bear the cost. The SMB shall adjust only the current bill amount and will not make any adjustment of penalties and delay payment surcharge paid to MPDCL by the Lessee.

- 3.4. The lessee should also ensure that the parking lot is properly lit and should undertake minor repairs and maintenance of the lighting system like replacement of light fittings and other minor repairs at his own cost. In case of a major repair which cost more than Rs. 5000/-, the lessee may carry out the same subject to a written approval by the SMB and submit proof of expenditure duly certified by an authorized official of the SMB for adjustment with his Lease Amount. This will not however include cost of replacement of light fittings.
- 3.5. The lessee shall strictly ensure the maintenance of cleanliness and general upkeep of the parking lot. A daily inspection certificate from authorized officials of the SMB is to be obtained by the lessee, failing which, a penalty as specified in the contract data is to be paid by the lessee.
- 3.6. The lessee shall ensure that no damage is caused to the parking lot structure and utilities and in case of accidents causing such damages, a report should be submitted to the SMB within 24 hours of occurrence, failing which, the lessee shall cause such damages to be repaired/restored at his own cost. It is also expected that minor repairs and maintenance is to be carried out by the Lessee at his own cost.
- 3.7. The Lessee shall ensure that parking lot is properly managed and vehicles are parked in an orderly manner. He should also ensure that the driveway is made free and convenient for the smooth movement of vehicles moving in and out of the parking lot.
- 3.8. The Lessee shall ensure that no encroachment occurs on the Parking Lot by hawkers/vendors occur except in spaces where they have been allowed through a written order/notification by the SMB/Government, failing which, the lessee will be made to pay a penalty as specified in the contract data.

4. SECURITY AND DISCIPLINE:

- 4.1. The Lessee shall require all his workers/parking lot attendants to display on their person an Identification Card jointly signed by the Lessee and an authorized official of the SMB.

- 4.2. The Lessee shall issue proper instructions to his workers to be cordial and maintain good etiquettes and manners while dealing with the public using the parking lot. For any complaint of unruly behavior of parking lot workers/attendants the lessee will have to pay a penalty as specified in the contract data.
- 4.3. The Lessee shall be solely responsible for the arrangement of security of the parking lot and the SMB shall not be held responsible in case of theft, vandalism or damage of the vehicles parked therein.
- 4.4. The Lessee shall also ensure that unwanted illegal activities in the parking lot like consumption and sale of liquor, committing of nuisance and other immoral activities do not take place in the parking lot. Violation of this condition will result in immediate termination of contract.
- 4.5. The Lessee shall employ uniformed security personnel round the clock to ensure compliance to the above conditions.

5. MANNER OF COLLECTION OF PARKING FEES:

- 5.1. The Lessee shall erect at a conspicuous place near the entrance of the Parking Lot, a board displaying the name of the parking lot, the name of the lessee, the timings of opening and closing and the rate of parking fees.
- 5.2. Against each payment of parking fee the Lessee shall issue receipts printed by the SMB which can be obtained on payment from the SMB's office. Failure to issue receipts shall be penalized as specified in the contract data.
- 5.3. The Lessee shall ensure that no overcharging of the parking fee beyond the rates specified in Schedule A occurs failing which a penalty specified in the contract data will be realized from him for every complaint against such offense.
- 5.4. A register should be maintained by the lessee and anyone wanting to register complaints against the management, collection of fees and maintenance of the parking lot should be allowed to write down their complaints on the register. Any instruction given to the lessee regarding the maintenance of the parking lot by the authorized official of the SMB should also be properly recorded in the register duly signed by the authorized official. The register will form part of the documents for settlement of disputes during and at the end of the lease.

- 5.5. That the manner of collection of Parking fees and maintenance of accounts shall be transparent and opened to inspection at all times by the authorized officials of the SMB and the default/neglect if detected shall be brought to the notice of the Lessee and the Lessee shall be bound to take necessary steps for rectification/correction without delay.
- 5.6. The Lessee shall not assign his right and authority to collect parking fees to any 3rd party and in case of detection by the SMB of such breach and violations the lease shall be immediately terminated.
- 5.7. The Lessee may however appoint sub-contractors for maintenance of cleanliness, upkeep and security of the parking lot. This however does not absolve the Lessee of his obligations under the contract in regards to maintenance of cleanliness, upkeep and security of the parking lot.

6. RIGHTS TO THE PARKING LOT:

- 6.1. This Lease does not confer upon the Lessee complete ownership and occupancy rights on the parking lot and all the structures and amenities therein. This lease only authorizes the lessee to collect parking fees, manage and maintain the parking lot on behalf of the SMB.
- 6.2. The lessee shall ensure that no construction, modification or alteration to the parking lot and all the structures and amenities therein is made without the written permission of the SMB.
- 6.3. The SMB may require the Lessee to vacate a part or the entire parking lot at any time for use by the SMB or any other organization authorized by the SMB. Necessary adjustments of the Lease Amount will however be made depending on the type, time, duration of use and the space required to be vacated.

7. PAYMENT TERMS:

- 7.1. Upon receipt of the LOA, the Lessee shall deposit within 15 days an amount equivalent to 6-months lease amount or as specified in the contract data as a

Security Deposit in the form of a Bank Guarantee or Fixed Deposit in favor of Chief Executive Officer. The same should be valid for a period of 38 months.

- 7.2. The Lessee shall ensure payment of the Lease Amount in quarterly installments in advance within the 10th day of the first month of the quarter or as per the Payment Schedule specified in the contract data.
- 7.3. A late penalty shall be paid by the Lessee for every day of delay after the due date of payment of the quarterly lease amount.
- 7.4. The Lessee shall also arrange payment of the monthly electricity cost of the Parking Lot, the amount of which shall be deducted accordingly from the quarterly payment on submission of original receipts. Delay Payment Surcharge and Penalties to the electricity provider shall however be borne by the lessee.
- 7.5. All Taxes like service tax, income tax etc will be paid by the Lessee as per TCS rules along with every quarterly payment failing which the same will be deducted from the Security Deposit.
- 7.6. The SMB shall not in any way be responsible for any loss incurred in the collection by the Lessee for any reason which includes stealing or pilferage of the collections nor shall it entertain application of any remission from the Lessee on any ground whatsoever and the Lease amount shall be paid as per the prescribed terms.

8. TERMINATION:

- 8.1. The SMB shall have the right to terminate the contract for reasons which shall include but not limited to the following:-
 - a. Delay in the Payment of Quarterly Lease Amount by 20 days.
 - b. Failure to maintain the cleanliness and upkeep of the Parking Lot after two consecutive notices.
 - c. Failure to address and resolve complaints of overcharging of parking fees and unruly behavior and bad-mannerism of parking lot attendants from the public after three consecutive complaints.
 - d. Failure to maintain safety, security and prevention of illegal activities after two weeks of notice issued by the SMB.

- e. Any other reason which imply that the Lessee has defaulted on his obligations on any of the terms and conditions of this contract.
- 8.2. The SMB shall notify the Lessee 30 days prior to the termination and if corrective measures are taken within the 30 days period along with payment of penalties as specified if any, the SMB shall reserve the right to stay the termination notice.
- 8.3. The Lessee may also terminate the contract for reasons like bankruptcy, incapability to pay the Lease amount or inability to manage the parking lot. In this case the Lessee shall duly notify the SMB citing valid reasons 30 days prior to the termination.
- 8.4. Upon Termination, the Lessee shall pay an amount equivalent to a 15 days lease amount or as specified in the contract data as penalty for non-fulfillment of the contract. In case of termination by the lessee this condition shall also apply except if the SMB has been duly notified as per provision of condition 8.3.

9. CLOSURE:

- 9.1. On termination or on expiry of the contract the lessee shall hand over the Parking Lot and all the amenities therein free from encumbrances and in good and usable condition to the SMB within 10 days of termination or expiry of the contract.
- 9.2. The Security Deposit of the lessee shall be released within 30 days after the handing over of the Parking Lot by the Lessee to SMB on termination or expiry of the term of contract after deductions of all dues to be paid by the Lessee to SMB including the Lease Amount, Penalties and other payments arising out of the obligations under the contract.

10. DISPUTE:

- 10.1. Any dispute arising out of this agreement shall be referred to the Arbitration of the Director of Urban Affairs, Government of Meghalaya and his award shall be final and binding to the parties.
- 10.2. The contract shall be subjected to the laws of India and under the jurisdiction of the Courts at Shillong.

SECTION 4: CONTRACT DATA.

<u>A. General</u>				
Reference	Particulars			
Condition 3.1	<u>Rates of fees for parking.</u>			
	<i>Sl. No</i>	<i>Type of vehicle</i>	<i>Rate/Duration</i>	
			<i>1st hour or part thereof</i>	<i>Subsequent Hours or Part thereof</i>
	1.	<i>Light motor vehicle Private vehicle</i>	<i>Rs. 10.00</i>	<i>Rs. 5.00</i>
	2.	<i>Two Wheelers</i>	<i>Rs. 5.00</i>	<i>Rs. 3.00</i>
		<i>Commercial & HMV</i>	<i>Rate Per Day</i>	<i>Overnight Parking</i>
	3.	<i>LMV (Commercial)</i>	<i>Rs. 50.00</i>	<i>Rs. 70.00</i>
	4.	<i>Local Taxis</i>	<i>Rs. 30.00</i>	<i>Rs. 70.00</i>
	5.	<i>Buses Plying Locally</i>	<i>Rs. 80.00</i>	<i>Rs. 100.00</i>
6.	<i>Interstate Buses</i>	<i>Rs. 100.00</i>	<i>Rs. 150.00</i>	
7.	<i>HMV</i>	<i>Rs. 100.00</i>	<i>Rs.150.00</i>	
Condition 3.1	<p style="text-align: center;"><u>Vehicles exempted from payment of parking fee.</u></p> <p>Raj Bhavan Cars, Ambulance, vehicles belonging to the Fire Brigade, Police, Air Force, Army, Civil Defence and Home Guard, Shillong Municipal Board and all operational vehicles of the State and Central Department and Semi Government Department.</p>			
Condition 3.4	<p><u>Authorized Official to certify the cost of repair undertaken by the lessee:</u></p> <ol style="list-style-type: none"> 1. Assistant Engineer, Shillong Municipal Board for expenditure on repairs up to an amount of Rs. 15000/-. 2. Executive Engineer, Shillong Municipal Board, for expenditure on repairs up to an amount of Rs. 25000/-. 3. Chief Executive Officer, Shillong Municipal Board for expenditure on repairs exceeding Rs. 25000/-. 			
Condition 3.5	<p><u>Authorized Official to certify on the cleanliness report.</u></p> <ol style="list-style-type: none"> 1. Shri. _____ Area Supervisor, SWM, Shillong Municipal Board 			
<u>B. Penalties under the Contract</u>				
Condition 3.5	Penalty for non- maintenance of cleanliness or non-submission of certificate issued by authorized official – Rs. 1000/- per offence.			
Condition 3.8	Penalty for allowing encroachment occupation of space by unauthorized vendors – Rs. 5000/- per offence			
Condition 4.2	Penalty for complaint of unruly behavior and ill-mannerism of Lessee’s employees – Rs. 1500 per offence			
Condition 5.2	Penalty for non-issuance of receipt – Rs. 500/- for every offence.			
Condition 5.3	Penalty for overcharging of parking fees – Rs. 1000/- for every substantiated complaint.			
Condition 7.3	Penalty for late payment of lease amount – 0.05% of the Lease Amount for every day of delay.			
Condition 8.4	Penalty on termination of contract before the expiry – 15 days equivalent of the Lease Amount.			
<u>C. Payment</u>				
Condition 7.1	<p>Security Deposit amount: 6 months equivalent of the lease amount. By Date to be furnished – within 15 days of issue of LOA Validity – 38 months</p>			

Payment Schedule (*figures to be filled up before signing the contract*)

Due Date	Lease Amount	Service Tax	Income Tax	Total
10 th (MON1) YR1	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON4) YR1	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON7) YR1	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON10) YR1	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON1) YR2	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON4) YR2	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON7) YR2	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON10) YR2	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON1) YR3	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON4) YR3	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON7) YR3	Rs.....	Rs.....	Rs.....	Rs.....
10 th (MON10) YR3	Rs.....	Rs.....	Rs.....	Rs.....

*** to the above mentioned total amount the Lessee shall add all other dues on penalties for the preceding quarter and deduct the electric bills paid by him before remitting the payment for the quarter.

Other adjustments with regards to maintenance and repairs as mentioned in conditions 3.4. and 3.6. shall be made at the closure of the contract.

Form 1: Letter of Bid

To,

*The Chief Executive Officer,
Shillong Municipal Board*

Sub: *Bid for the Management, Operation and Maintenance of the Municipal
Parking Lot at _____.*

Ref: *Notice Inviting Tender No. _____ dated _____*

Sir,

*With reference to your Notice Inviting Tender No. mentioned above, I hereby
bid for the Management, Operation and Maintenance of the Municipal Parking Lot at
_____. I hereby furnish my offer as follows as well as my/our
particulars and details*

Financial Bid

1. *Name of work / Contract*

2. *Rate offered in Rs.(Both in figures & in
words) _____
_____*

*The Earnest Money of Rs. _____ (Rupees
_____) vide Call Deposit/DD No.....
dated is enclosed herewith and the same may be forfeited to the Shillong
Municipal Board in accordance with the conditions 7 and 16 of Section 1 (Instruction to
Bidders).*

Yours faithfully

Signature _____

Name in full _____

Date _____

FORM 2: PARTICULARS OF BIDDER

- 1. Name of Bidder:
- 2. Name of Authorized Signatory:
(In case bidder is a firm/company etc)
- 3. Contact Information:

2 nos Passport size
photograph of
Bidder/Authorized
Signatory.

a. (Permanent) Address _____

_____ Pin Code- _____

b. Present Address _____

_____ Pin Code- _____

c. Phone No. _____ Mobile No _____.

- 4. Community:
- 5. Nationality:
- 6. Whether Bidder is presently undertaking similar contract with SMB/other organizations?

Yes/No

7. If yes please furnish details:

8. Whether bidder is in default of any dues to the SMB: yes/no

9. If yes type and amount of dues:

Undertaking

I, Shri/Smt. _____ do hereby undertake that I have submitted my bid after having fully understood the terms and conditions of the Notice Inviting Tender. I also undertake that I shall forfeit the entire Earnest Money/Call Deposit of Rs. _____ (Rupees _____) only to the Shillong Municipal Board in accordance with clauses 7 and 16 of Section 1 (Instruction to Bidders) of the Bid Document.

Signature _____

Name in full _____

Date _____

Checklist of enclosures:

- a) *Receipt against purchase of bid documents.*
- b) *Earnest Money.*
- c) ***Two Copies of Passport Size Photographs of bidder or authorized representative.***
- d) ***Identification Document (EPIC, Driving License, Passport)***
- e) ***Proof of Address, authenticated by the Rangbah Shnong/MDC/MLA.***
- f) *Copy of Pan Card.*
- g) *In case of Societies/SHG/Firms/Companies, registration certificates, Memorandum of Association or Partnership Agreement (in case of partnership firm) along with an authorization letter from the Society/SHG/Firms/Companies indicating the authorized signatory for this contract.*

ANNEXURES

FORMAT OF LEASE AGREEMENT

This agreement made on this _____ day of _____ (month) 20XX at Shillong between **Shillong Municipal Board** having its offices at Bishop Cotton Road Shillong, hereinafter referred to as the 'SMB' (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party.

AND

_____ (name of bidder) Resident of _____ /having their registered office at _____ (hereinafter called the Lessee) (which expression shall unless repugnant to the context mean and include its successors and assigns) of the Second Party.

Whereas the SMB is willing to grant the Lease for Parking Lot in-accordance with the terms and conditions of contract specified hereinafter.

Whereas the Second Party responded to Notice Inviting Tender No _____ dated _____, issued by the First Party in the matter of Operation, Maintenance and Management of the Municipal parking lot at _____ as mentioned in the Notice Inviting Tender, and offered a sum of Rs. _____ per annum, for the right and authority to collect parking fees from the above mentioned parking lot for the period of three years from the date of signing this agreement.

NOW therefore it is mutually agreed:-

1. In consideration of payment of Rs. _____
(*amount* _____ *in* _____ *words*) an equivalent of **Six months Lease Amount** quoted by the Lessee as interest free security deposit received and an amount of Rs _____ (*one quarter Lease Amount*) received vide draft no. _____ for due and proper performance of these presents and also willingness of the Lessee to pay Rs. _____ (*amount* _____ *in words*) in equal quarterly installments, the SMB hereby authorize the Lessee to Operate, Manage and Maintain the Municipal Parking Lot at _____ subject to the conditions hereinafter appearing for a period of three years.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Letter of acceptance
 - b. Notice Inviting Tender
 - c. Conditions of Contract
 - d. Contract Data.
 - e. Instruction to Bidders and Bid Data.

f. Addendums, if any

3. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

The staff/labour recruited by the Lessee for operating the parking lot will be the sole responsibility of the Lessee and SMB will not be involved in it in any way. The staff / labour so recruited by the Lessee will not have any right whatsoever at any stage to claim employment in DMRC.

4. JURISDICTION OF COURT

The Courts at Shillong shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

In witness thereof the parties hereto have caused their respective signs to be here unto affixed the day and year first above written.

For Lessee

For Shillong Municipal Board

Witness:

1.

2.

Witness:

1.

2.

Format of Letter of Acceptance
(Copy to be returned as acceptance of the LoA)



Office Of The
SHILLONG MUNICIPAL BOARD
Bishop Cotton Road, Shillong-793001, Meghalaya
http://smb.gov.in

Phone No:+91 364 2224850
Fax: +91 364 2224702
e-mail: smb-meg@nic.in

No: SMB/.....

Dated, Shillong, the

.....

To,

**Sub: Letter of Acceptance for Management, Operation and Maintenance of the
Municipal Parking Lot at _____**

Ref: Your Bid Dated _____

Sir,

With reference to the subject cited above, I am pleased to inform you that your offer of Rs. _____ (Rupees _____) as Lease Amount per annum to be increased by 5% per annum, has been accepted subject to fulfilling all the conditions stipulated in the above referred Bid documents.

As per conditions set forth in the bid documents you are required to:

- 1.1. Accept the Letter of Acceptance by returning a copy of the same after signing within 7 days from the date of issue as a token of your acceptance of the Lease/Contract.
- 1.2. Furnish a Security Deposit by Bank Guarantee or D/D in favour of Shillong Municipal Board payable at Shillong amounting to Rs. (Rupees.....) within the____, ____, 20XX.
- 1.3. Execute the Contract Agreement within the____, _____, 20XX.
- 1.4. Make the 1st Quarterly Payment along with taxes as applicable and commence the works within the____, _____, 20XX.

You are requested to take note of the events/ conditions specified in the bid documents and initiate appropriate action at the earliest to avoid default of the contract on your part

Yours faithfully,

Chief Executive Officer,
Shillong Municipal Board.
Dated, Shillong, the

Memo. No: SMB/.....
.....

Copy to:

1. Director Urban Affairs

Chief Executive Officer,
Shillong Municipal Board

(Signature of Lessee as token of acceptance)

QUARTERLY PAYMENT CHALLAN

1. Name of the Contract/Lease:
2. Name of the Lessee:
3. Quarter No and Date of Payment:
4. Details of Payment:

Sl. No	Particulars	Amount in Rupees
1.	Quarterly Lease Amount	
2.	Service Tax @ 14%	
3.	Income Tax @ 2.06 % (TCS)	
4.	Penalty under Condition 3.5	
5.	Penalty under Condition 3.8	
6.	Penalty under Condition 4.2	
7.	Penalty under Condition 5.2	
8.	Penalty under Condition 5.3	
9.	Penalty under Condition 7.3	
10.	Total (1+2+3+4+5+6+7+8+9)	
11.	Less Electricity bills (original receipts to be enclosed)	
12.	Less other adjustments if any. (certified vouchers to be enclosed)	
13.	Actual Payment due (10-11-12)	

Signature of Lessee

(Signature of)
Licensing Officer
Shillong Municipal Board

FORMAT FOR CERTIFICATE UNDER CONDITION 3.4

Certified that _____ (name of the Lessee) has undertaken the following major maintenance of the _____ at the parking lot at _____

Sl. No	Particulars of work carried out (<i>Please mention Vouchers/Cash Memo No/Measurement Book Reference</i>)	Cost in Rupees
1.		
2.		
3.		
4.	Total	

Signature of Lessee

(*Signature of*)
Authorized Official
Shillong Municipal Board

FORMAT FOR CERTIFICATE UNDER CONDITION 3.5

Certified that the parking lot at _____ was inspected by undersigned on the dates mentioned below along with the Lessee/Representative of the Lessee and the cleanliness and upkeep of the same is as recorded below:

Sl. No	Date	Condition/remarks	Signature of Lessee or representative	Signature of SMB's official
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

(copy of this certificate is to be submitted along with every quarterly payment and in the absence of which a penalty as per condition 3.5 of the contract will be imposed)

Signature of Lessee

(Signature of)
Authorized Official
Shillong Municipal Board