

**RFP NO: SSCL/Tender/2024-25/ MEG-SHI-040**

**Date: 24<sup>th</sup> January 2025**

## **Shillong Smart City Limited**

### **Request for Proposal (RFP)**

**for selection of Master Licensee for Commercial Premise  
at Polo Commercial Complex, Shillong, Meghalaya**

**January 2025**

### **Shillong Smart City Limited**

**House No. C/B- 037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi  
Hills District, Shillong- -793003, Meghalaya**

## DISCLAIMER

This Tender Document contains information about the built-up commercial space in the Commercial Polo Complex, Shillong which is developed by Shillong Smart City Limited (SSCL) under Smart City Mission (“Tender Document”), qualification requirements, and the selection process for the successful Bidder as Master Licensee for letting out of the built-up space. The purpose of the Tender Document is to provide information and assist to the intending bidders in formulation of their Bid application (the ‘Bid’).

The information (‘Information’) contained in this Tender Document or subsequently provided to interested parties (the ‘Bidder(s)'), in writing by or on behalf of Shillong Smart City Limited (SSCL) is provided to Bidder(s) on the terms and conditions set out in the Tender Documents and any other terms and conditions subject to which such information is provided.

This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to providing relevant information about the Commercial Premise at Polo Commercial Complex, Shillong available with SSCL. SSCL advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability, and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. SSCL, its employees, and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Tender Document.

Intimation of discrepancies in the Tender Document, if any, may be given by the Bidders, to the office of the SSCL immediately and not later than the date of Pre-Bid Meeting. If SSCL receives no written communication, it shall be deemed that the Bidders are satisfied and have self-verified the information provided in the Tender Document.

Any character or requirement for the Commercial Premise at Polo Commercial Complex, Shillong, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder by way of its own due diligence.

This Tender Document is not an agreement, offer or invitation by SSCL to any party. The terms for licensing of the Commercial Premise and the right of the successful Bidder, shall be as set out in License agreement to be executed between SSCL and the successful Bidder broadly in the format set out herein.

SSCL reserves the right to accept or reject any or all Bids without giving any reasons thereof. SSCL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.

SSCL reserves the right to cancel the entire Bidding Process without assigning any reasons and to recall again at its discretion with same terms or otherwise. The parties who may have offered proposals are not entitled to any sort of claims in this regard.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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## 1. DEFINITIONS:

- a) **“Agreement”** means the License Agreement to be executed between SSCL and the selected Bidder
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It will also include judgments, decrees, injunctions, writs, and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Authority”** means Shillong Smart City Limited
- d) **“Bidder”** means any Indian legal entity like a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company registered under the Companies act 1956/ 2013 or a combination of the above in the form of Consortium which is submitting its Bid pursuant to Tender Documents.
- e) **“Bid Security”** means the security amount to be submitted by the Bidder along with Tender Documents to SSCL.
- f) **“SSCL”** means Shillong Smart City Limited
- g) **“Compliance Date”** means the date of execution of License Agreement
- h) **“Commencement Date”** means the end of rent free 90 days from Compliance Date.
- i) **“Construction/s”** means the building, infrastructure including all utilities and facilities whatsoever as developed by the SSCL on the Commercial Site.
- j) **“Security Deposit”** means interest free amount to be deposited by the Licensee with SSCL as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- k) **“Letter of Award”/“LoA”** means the letter issued to the Licensee notifying the award of license right based on the bidding/selection process.
- l) **“License”** means the License granted by SSCL to the Licensee for the developed Commercial Premises at the subject site as specified in Annexure - I.
- m) **“Master Licensee”** means the Selected Bidder, who has executed the License Agreement with SSCL pursuant to the conclusion of the Bidding Process.
- n) **“Licensor”** shall mean SSCL, its assigns, its successors in interest or any other body corporate which may be authorized in writing by SSCL to act on its behalf.
- o) **“License Fee”** means the amount payable by the Licensee to SSCL as per terms and conditions of the License Agreement.
- p) **“License Period”** means a period of Fifteen (15) years after handover of site.
- q) **“Non-responsive”** means failure to furnish complete information in the given format manner required as per the Tender Documents or non-submission of tender offer in given Forms / Pro forma or not following the procedure mentioned in this tender or in case any of the required details or documents are missing or not clear or not submitted in the prescribed format or non-submission of Tender Fee and or Bid Security.
- r) **“Project”** means the Polo Commercial Complex project located at Polo Shillong, East Khasi Hills along with the access-ways, landscape, utilities, services, and necessary infrastructure as developed / to be developed.
- s) **“Project Site/Commercial Premises”** means the land for Polo Commercial Complex at Polo Bazar, Shillong developed by SSCL
- t) **“Selected Bidder”** means the Bidder who has been selected by the SSCL, pursuant to the Bidding Process for award of License.
- u) **“Sub-licensee”** means an entity to whom the successful licensee may at his option sub-license the license obtained from SSCL.
- v) **“Tender Fee”** means the amount paid by the Bidder towards charges for the purchase of the Tender Document.
- w) **“Termination”** means termination of the License Agreement by efflux of time or earlier as determined in accordance with the provisions of the Agreement.

## 2. NOTICE INVITING TENDER

- 2.1. Shillong City has been among the 100 cities selected by the Government of India under the Smart City Mission. In line with the guidelines of the Smart City Mission, Shillong Smart City Limited (SSCL) has been incorporated as a Special Purpose Vehicle for the implementation of projects identified under the Smart City Proposal of Shillong.
- 2.2. Under the Mission, SSCL has undertaken various infrastructure projects such as the development of Polo Commercial Complex, multilevel car parking, solar rooftops, Integrated Control and Command Centre (ICCC) etc.
- 2.3. SSCL intends to capture value from real estate assets developed within the Project Site in such a manner that gives sustainable revenue to SSCL for its operation. Through this Bid, SSCL intends to select the Licensee to take up on 'License Basis' the offered commercial built-up space at Polo Commercial Complex, Shillong as detailed out in Annexure 1. The Licensee will be the Master Licensee/Anchor Tenant in possession of the real estate asset classes for the License Period and will provide a consolidated Quarterly License Fee, in advance at the beginning of each Quarter, to the Authority during the tenure of their License Period
- 2.4. SSCL invites Bids on single stage two submissions system (technical and financial) from eligible Bidders for selection of a Licensee to grant licensing rights of the commercial built up space at polo commercial complex, Shillong. SSCL shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by SSCL. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the polo commercial complex and familiarize themselves with various arrangements and all activities necessary in this regard. Tender Document (non-transferable) can be downloaded from the website <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender>
- 2.5. Cost of Tender Document (non-transferable & non-refundable) is **Rs.29,500/- (Rupees Twenty-Five Thousand Eight Hundred and Five Hundred only) including GST (18%)**. This amount is to be paid in mode of Demand Draft from any scheduled commercial bank in favour of Chief Executive Officer, Shillong Smart City Limited, payable at Shillong by the bidder in the Technical Proposal. The Bid shall be summarily rejected if it is not accompanied with the valid Tender Document cost of appropriate amount and no technical evaluation will be undertaken. Further, the Bid will not be eligible for financial opening.
- 2.6. The Bidder shall submit its Technical Proposal along with Bid document cost as mentioned in clause 2.5 and with the EMD (Bid Security) for an amount of equal to **50,00,000/- (Rupees Fifty Lakhs only)**. Payment of Bid Security is to be made only in the form of a Bank Guarantee as per Annexure-13 in favour of 'Chief Executive Officer, Shillong Smart City Limited'. No other mode of payment will be accepted. The Tender Application shall be summarily rejected if it is not accompanied by the EMD. The EMD of all Bidders shall be refunded after the award of License, without payment of any interest thereof. If the Selected Bidder withdraws his Bid at any stage, his Interest free EMD amount shall be forfeited by SSCL.

**2.7. Schedule of the Bidding Process**

Tender Document available for downloading	30 <sup>th</sup> January 2025
Last Date of Receipt of Pre-Bid Queries	7 <sup>th</sup> Feb 2025
Date of Pre- Bid Meeting	7 <sup>th</sup> Feb 2025
Authority's response to queries latest by	12 <sup>th</sup> Feb 2025
Date & Time of Submission of Bids	17 <sup>th</sup> Feb 2025, 15.00 Hours
Date & Time of Opening of Technical Bids	17 <sup>th</sup> Feb 2025, 16.00 hours
Date & Time of Opening of Financial Bids	To be intimated
Validity of Bids	180 days from Bid Opening Date

**2.8. Schedule of Various Stages: The Selected Bidder shall follow the following timeline.**

Stage of Activity	Time Period
Date of Commencement of License Fees	After completion of rent-free grace period of 90 days from execution of license agreement
Signing of License Agreement	Within 15 days from the date of issuance of LOA
Handover Date of Commercial Premise	On the same date of execution of License Agreement.
Payment of Advance Quarterly License Fee	Within 10th day of start of each quarter (after completion of rent-free grace period of 90 days)
License Period	Fifteen (15) Years from the date of Handover.

**2.9.** Tender Documents can be downloaded from the portal <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender>. Addendum/Corrigendum, if any, will be placed on the <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender>.

**2.10.** The Bidder may obtain further information/ clarification, if any, in respect of Tender Documents from the office of Chief Executive Officer, Shillong Smart City Limited (SSCL), House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, Shillong, East Khasi Hills District, Meghalaya – 793003, Contact No. +91-7005686258 through email at [shillongsmartcityltdp041@gmail.com](mailto:shillongsmartcityltdp041@gmail.com).

During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. SSCL shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by SSCL. SSCL's point of view/response to queries will be uploaded on the portal <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender>. Individual communication shall not be issued to any Bidder. Pre-bid queries and any clarification with respect to the tender can be forwarded to [shillongsmartcityltdp041@gmail.com](mailto:shillongsmartcityltdp041@gmail.com) and queries received after the scheduled date shall not be replied to.

**2.11.** SSCL reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the SSCL for rejection of their bids.

- 2.11.1.** The Bidders are advised to follow the portal <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender> for updates.
- 2.11.2.** Bidders are expected to carry out an extensive survey of Polo Commercial Complex premises at their own cost, before submitting their respective bids for award of the License rights as set out in the License Agreement. SSCL shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 2.11.3.** In the interests of clarity and for the avoidance of doubts it is made clear that Bidders shall furnish all the details/particulars sought for, without exception. Similarly, all the payments mentioned in this Tender Document shall be submitted with technical proposal within the timeline specified. Any lapse, however slight, in adhering to the conditions specified will be construed by SSCL as a valid ground to reject the Bid in question.
- 2.11.4.** In case of any grievances/complaints regarding this tender, please contact:

**Chief Executive Officer,**

**Or**

Mr Rupak Bhattacharjee, Manager (Urban Infrastructure)

Mobile: +91 7005686258

Shillong Smart City Limited

House No. C/B- 037, Top Floor, Centre Nongrim Hills,

Near JJ Cables, East Khasi Hills District, Shillong- -793003

E-mail: [shillongsmartcityltdp041@gmail.com](mailto:shillongsmartcityltdp041@gmail.com)

### **3. PROJECT INFORMATION MEMORANDUM**

SSCL has developed polo commercial complex in Shillong, Meghalaya under Smart City Mission. The said complex is a first organised retail mall which has been developed in 1.26 Acres of Land. The complex is located at the Polo Market, is one of the busiest locations in Shillong. The Project site has Built up area (leasable area) of approx. 1,62,086.06 sq. ft. The Commercial Premise shall include entire common area of the building including toilet blocks and other amenities which shall be maintained by a professional Master Licensee of the Complex.

#### **I. Bidding Structure:**

The “Licensor” i.e. SSCL has developed the Project as organised retail mall with the highest level of modernization and safety standards for the users of the facility.

SSCL (the ‘Licensor’) intends to provide ‘License to Operate’ rights to a Master Licensee (the ‘Licensee’) to operate the Commercial Premise of the polo commercial complex for the License Period of 15 years. The Licensee will have the exclusive right to collect revenue from Sub-Licensees and pay an ‘Quarterly License Fee’ to SSCL.

#### **II. Bidding Parameter:**

- i. The Bidder/ Master Licensee quoting the highest ‘License Fee per Square Feet per Month on Built up Area’, will be identified as the Successful Bidder.
- ii. The License Fee per Sq. ft per Month quoted by the Successful Bidder will be adopted to calculate the ‘Annual/ Quarterly License Fee for Year 1’ for the **1,62,086.06 Sq. ft** Built up area offered to the Licensor.

- iii. Government of Meghalaya / SSCL retains its right to allocate certain areas for its own or for others use for which the Master Licensee will not be required to pay Annual/Quarterly License Fees. The allocation of such space shall be informed to the successful Bidder.
- iv. In case of deviation in the area offered to the Master Licensee, the Annual/Quarterly License Fee for the Year 1 shall be calculated as per the revised area.

#### **4. ELIGIBILITY CRITERIA FOR BIDDERS:**

**4.1.** The Bidder shall be evaluated first for fulfilling eligibility criteria. The applicant may be any Single Legal Entity i.e. a Partnership firm or a limited liability partnership firm or a Company having its registered office in India & incorporated under the Companies Act 1956/2013 or a combination of above in the form of Consortium or Joint Venture (JV).

#### **4.2. Bid by a Consortium/JV of firms:**

**4.2.1.** A Maximum of Two (2) Members will be permitted to form a Consortium/ JV and shall be jointly and severally liable for the performance of License Agreement.

**4.3.** To be eligible for Bidding Process, the Bidder shall fulfil each of the following conditions simultaneously:

Bidders (Aggregate in case of Consortium) should have **Average Annual Turnover of INR 30 Cr (Rupees Fifty Crore)** in the last three financial years ending 31 March 2024 and the minimum **Net Worth** should be **INR 7.5 Cr (Rupees Seven-point Five Crore)** at the end of the financial year ending 31 March 2024. The Bidder shall submit the below documents along with the qualification details.

- Turnover certificate as duly certified by the Chartered Accountant as per Annexure 4 (A).
- The Bidder is required to submit the last 3 (three) audited financial statements certified by the statutory Chartered Accountant with stamp & signature. The last three Financial Year shall be 2021-22, 2022-23 & 2023-24. The Bidder shall submit audited financial statements including profit-loss account of last 3 financial years as indicated above.
- If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor in this regard.
- In case of a JV/Consortium, the Certificate of Turnover from the Chartered Accountant must calculate the Aggregate Turnover of the last 3 financial years, before certifying the same on Company Letterhead with Registration number.

In case of a JV/Consortium, the Certificate of Net Worth from the Chartered Accountant must calculate for the financial year ending 31 March 2024.

For the purposes of this RFP the term Net Worth means the following:

- "Net Worth" for company shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- "Net Worth" for Partnership Firm would mean: [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
- "Net Worth for Sole Proprietorship" would mean: Total Assets- Total Liabilities

**4.3.1. Technical Qualifications:** In last five (5) years the Bidder (Aggregate in case of Consortium) should have an established track record of:

- Successfully Selling/ Leasing/ Licensing/ Sub-licensing at least 1,50,000 sq. ft aggregate of built-up area including residential/commercial/ retail facilities either as an Owner/ Developer/ Strategic Partner/ Investor/ Marketing organization

The Bidder shall submit the below documents along with the qualification details.



- Copy of license or lease agreement or sale deed
  - Lease or License Agreement with Tenants – in such case the summary including date of initiation and lease/license period should be Certified by a Chartered Accountant
- 4.4.** The bids shall be submitted by the Bidder in two parts comprising of technical Bid and financial bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Tender Document. The offer of a Bidder who does not fulfill the eligibility criteria shall be summarily rejected.
- 4.5.** The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process if the constituent of one Bid is also a constituent of another Bid. The submission of this bid shall be deemed by SSCL to be an express declaration by the Bidder that his Bid does not suffer from any conflict of interest. The bidder or any of JV/Consortium members must not have any connection/association/business relations with any of the Govt. officials working under Govt. Meghalaya. The tenderer should submit an undertaking to this effect in Annexure 15 of Tender Document.
- 4.6.** Undertaking for not being banned from Business: As on date of Tender submission:
- 4.7.** SSCL / any other Govt. organizations (51% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit an undertaking to this effect in Annexure 10 of Tender Document.
- 4.8.** Also, no contract of the tender executed in either individually or as a member in a JV/Consortium, should have been rescinded/ terminated by any departments/offices under Govt. of Meghalaya/Government of India after award during last 05 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit an undertaking to this effect in Annexure 12 of Tender Document.

## **5. TERMS AND CONDITIONS**

- 5.1.** The Commercial Premise mentioned in Annexure-1, shall be handed over on "as is where is basis" on the date of execution of the License Agreement.
- 5.2.** Date of Commencement of License Fee will be after completion of (Rent-Free/ Free from License Fee) grace period of 90 days from hand over of Site. The License Fee and other charges and taxes shall commence and be paid within 10 days from the Commencement Date. No relaxation or further extension for payment of all the due by the Licensee shall not be considered. The Selected Bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of scheduled allotted space on the date of deemed handing over, if applicable.
- 5.3.** The Bidders are to quote over & above the **Reserve Price of INR 85 (Indian Rupees Eighty-Five only)/ Sq. Ft per month** on built up area for the Commercial Premise. The Bids of all those Bidders who quoted a price less than and equal to the **reserve price of INR 85/- (Indian Rupees Eighty-Five only) per Sq. Ft per month** on built up area for Year 1 shall be summarily rejected.
- 5.4.** The License Fee shall be increased by 15% on compounding basis after completion of every three years from the date of commencement of License Period.
- 5.5.** The Quarterly Licensee Fee will have to be paid within 10th day of start of each quarter in advance (after completion of rent-free grace period of 90 days) at the beginning of each quarter.

- 5.6.** The License Agreement shall be executed within 15 days of issue of Letter of Acceptance and upon receipt of Security Deposit.
- 5.7.** The Licensee and SSCL shall carry out a joint inspection of the property as detailed in Annexure-1 within 7 days of issuance of Letter of Acceptance.
- 5.8. Measurement of actual carpet area of Commercial Premise:** Actual carpet area of Commercial Premise shall be computed as per the as built drawing issued during handover / takeover stage. In case of difference of opinion as to the quantum of actual carpet area, stand of SSCL will be final and binding. The Licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account.
- 5.9.** Accordingly, the License Fee per month/quarter/year will be computed from the quoted Licensee Fee per Sq. Ft. on built up area based on the loading factor of carpet area to built-up area.
- 5.10.** On completion/ termination of License Agreement, the Licensee shall handover the premises in as per last development plan with normal wear & tears. The Licensee shall not remove any facility, equipment, fixture, etc. which are an integral part of the development plan of the premises without the prior written permission of SSCL. However, the Licensee can remove movable assets belonging to them without causing damage to the structure. For this an inventory list will be prepared jointly by the parties prior to handing over.
- 5.11. Security Deposit:** Licensee shall pay Security Deposit which is equivalent to first year License Fee. The Security Deposit shall be accepted in the form of an irrecoverable and unconditional Bank Guarantee to be executed by any nationalized / Indian Scheduled Commercial Bank included in the 2nd schedule of RBI Act in 1934 in favor of “CEO, Shillong Smart City Limited” payable at “Shillong” for an initial term of 3 years and shall be kept valid for the license period plus 180 days.
- 5.12. Tenure of License Agreement:**
- 5.12.1.** Licensing Rights of Commercial Premise shall be for a period of 15 (Fifteen) years, from the date of execution of License Agreement.
- 5.13. Renewal of License:**
- 5.13.1.** At the end of the License period, the License may be renewed by SSCL at its sole discretion.
- 5.13.2.** SSCL shall communicate in writing its decision to renew or extend the License at least 6 months prior to the expiry of the License Agreement.
- 5.13.3.** In the event that SSCL decides to renew the License, it shall in its communication to the Licensee conveying such renewal, set out the terms of the renewed License, the period of such renewal, renewed License fee, the renewed security deposit, etc.
- 5.14. Payment of Statutory Dues & Utility Charges:**
- 5.14.1.** All statutory taxes, statutory dues, local levies, etc. as applicable shall be charged extra and will have to be remitted along with the License Fees. The Licensee shall indemnify SSCL from any claims that may arise from the statutory authorities in connection with this License Agreement.
- 5.14.2. The property tax applicable, if any, on the property of SSCL shall be borne by SSCL.**
- 5.14.3.** Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne solely by the Licensee.
- 5.14.4.** Utility bills such as electricity, etc. for the licensed space, if received in the name of SSCL, has to be paid by the Licensee to SSCL or be paid directly on behalf of SSCL and shall provide necessary proof of such payment.

### **Estimation of Electricity Charges:**

#### **HVAC Charges:**

- i. The Polo Commercial Complex has a dedicated Energy meter which will provide the units consumed on HVAC.
- ii. The Master Licensee will pay on actuals to the Statutory Authority as per Meter reading from the Electric meters fitted in the sub-licensee area wise by the Licensee.

**Light, Plug Points etc.** To be paid on actuals to the Statutory Authority as per Meter reading from the Electric meters fitted in the sub-licensee area wise by the Master Licensee.

**5.15. Insurance:** During the license period, the Master Licensee shall bear the cost, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in commercial polo premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. In addition, the Licensee shall bear the cost of insuring all the assets of the Licensor including its the movable assets, furniture, and fixture. A copy of the insurance policy shall be submitted to SSCL 30 days before the expiry of the current insurance policy.

**5.16. Facility Management Services:** The FMS for common areas (passage, toilet blocks, entry lobby, landscaping etc.) will be undertaken by the Master Licensee of the Polo Commercial Complex and the Authority is waived from such expenditure.

#### **5.17. Masonry Changes as per requirement of Licensee:**

Masonry changes shall be permitted with approval of relevant statutory authorities. It will be the responsibility of the Master Licensee to obtain all the necessary approvals from the statutory authorities. The Licensor shall provide the necessary letters for the Master Licensee to obtain the approvals. The works will have to be carried out in a manner that does not cause any structural damage or affect any other portion of the complex. Post such activity, it will be the responsibility of the Master Licensee to ensure that all affected areas are brought back to original condition, as per satisfaction of the Licensor.

## **6. PREPARATION AND SUBMISSION OF BIDS BY BIDDERS**

### **6.1. Language**

**6.1.1.** The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered for evaluation purpose. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

**6.1.2.** The currency for the purpose of this Proposal/ Bid shall be Indian Rupee (INR).

### **6.2. Format and signing of Bid**

**6.2.1.** The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

**6.2.2.** The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### **6.3. Sealing, Marking and Submission Proposals /Bids**

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bid Number.

### **6.3.1. Submission of Bid**

The Proposals shall be sealed, marked and submitted as explained below:

**The 2 parts (collectively referred to as 'Proposal') shall be:**

#### **Part-1: Technical Proposal.**

Part A, the "Technical Proposal" should have the following documents.

- a) Bid Processing Fee and EMD as per Clause 2.6 & 2.7
- b) Annexure-2- Letter Comprising the RFP Bid
- c) Annexure-3-General information of the Bidder
- d) Annexure-4A-Certificate of Statutory Auditor/ Chartered Accountant with regard to financial eligibility of the Bidder.
- e) Annexure-4B-Certificate of Statutory Auditor / Chartered Accountant with regard to technical eligibility of the Bidder.
- f) Annexure-5-Power of attorney of Bidder (duly notarized)
- g) Annexure-6-Consortium agreement/Memorandum of Understanding
- h) Annexure-7-Affidavit
- i) Annexure-8- Undertaking for responsibility.
- j) Annexure-9- Undertaking for downloaded Tender Document.
- k) Annexure-10- Undertaking for not being banned for business by any govt. Organization / PSU / etc.
- l) Annexure-11- Building plans of Commercial Premise.
- m) Annexure-12- Disclosure of Past & Ongoing Litigation
- n) Annexure-13- Bank Guarantee for Bid Security/ EMD
- o) Annexure-15- Undertaking for not having Conflict of Interest with the Bidding Process
- p) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate along with certified copy of board resolution and copy of Partnership deed in case of Partnership Firm or a Limited Liability Partnership Firm.
- q) Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium). In case any or all the provisions mentioned above are not applicable, the Bidder should give a declaration/undertaking to that effect. Non submission will not be considered as an exemption.
- r) Copy of the complete Tender Document including NIT, Draft License Agreement and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

#### **Part 2- Financial Proposal**

The Part 2, the "Financial Proposal" should be submitted as per the format for Financial Bid given in Annexure -14: Format for Financial Proposal.

#### **Note:**

- a. Financial Proposal shall not be submitted with Part-1, and if submitted, the Bid will be rejected.
- b. All the above envelopes shall be enclosed in an outer cover / envelope marked as "Selection of Agency for Operation and Maintenance of Commercial Premise on License basis at Polo Commercial Complex Shillong, Meghalaya".

- c. The Envelope shall be addressed to:

**Chief Executive Officer,**  
Shillong Smart City Limited  
House No. C/B- 037, Top Floor, Centre Nongrim Hills,  
Near JJ Cables, East Khasi Hills District, Shillong- -793003

The hard copies / physical Bid shall be submitted to the above address on or above the Bid Due Date as per Clause 2.7. It is being clarified here that the information as asked from the Bidder should be in the format as provided.

If the envelope is not sealed and marked, as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened Proposals will be rejected.

Any Proposal received by the Authority after the Proposal / Bid Due Date will be liable for rejection.

### **6.3.2. Submission Formats**

- a) The Technical proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

**Part-A:**

**Technical proposal for**

"Selection of Master Licensee for Commercial Premise at Polo Commercial Complex, Shillong, Meghalaya"

**Part-B:**

**Financial proposal for**

"Selection of Master Licensee for Commercial Premise at Polo Commercial Complex, Shillong, Meghalaya"

Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

**Proposal for**

"Selection of Master Licensee for Commercial Premise at Polo Commercial Complex, Shillong, Meghalaya"

The Bidder's Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the following address:

**Chief Executive Officer,**  
Shillong Smart City Limited  
House No. C/B- 037, Top Floor, Centre Nongrim Hills,  
Near JJ Cables, East Khasi Hills District, Shillong- -793003

**Note:**

- i. If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.
- ii. Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

**6.4. Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**6.5. Modifications/ Substitution/ Withdrawal of Bids**

The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 6.4, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

Any alteration/ modification in the Bid or additional information supplied post the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**6.6. Rejection of Bids**

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons thereof.

**6.7. Validity of Bids**

The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "Proposal Validity Period"). The Authority reserves the right to reject any Proposal that does not meet this requirement. Validity of Bid Security shall be extended for a specified additional period at the request of the Authority to the Bidder.

A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid / Proposal Security for the period of extension.

Upon the extension, the Proposal Validity Period for the Proposal / Bid Security submitted by the Selected Bidder shall be extended till the date of execution of the License Agreement.

**6.8. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

**6.9. Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid

**7. OPENING AND EVALUATION OF PROPOSALS**

**7.1. Opening and Evaluation of Proposals**

**7.1.1.** The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.

**7.1.2.** The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

- 7.1.3.** The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Applicants whose authorized representatives choose to attend the Bid opening event.

**7.2. Responsiveness and Eligibility Tests**

- 7.2.1.** First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Applicants are eligible to be awarded the Contract. The Qualification Documents shall be considered responsive only if:
- (a) all documents specified in Clause 6.3 are received in the prescribed format.
  - (b) the Proposal is received by the Proposal Due Date.
  - (c) it is signed, sealed and marked as specified in Clause 6.3.2.
  - (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
  - (e) it does not contain any condition or qualification.

If any Applicant is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Applicant does not meet the Eligibility Criteria, then the Proposal submitted by such Applicant will be rejected.

**7.3. Evaluation of Proposals**

Evaluation of proposals shall be made in the following manner as prescribed herein:

**7.3.1. Evaluation of Qualification documents**

The Client's evaluation committee shall evaluate the Qualification documents of eligible Applicant(s) responsiveness.

- i. If the Proposal for Qualification documents is found:
  - a. not to be complete in all respects; or
  - b. not duly signed by the authorized signatory of the Applicant.
  - c. not to be in the prescribed format; or
  - d. to contain alterations, conditions, deviations or omissions,then such Proposal for Qualification document may be deemed to be non-responsive and is liable to be rejected.
- ii. The committee, prior to rejection of a bid for its non-responsiveness, based on its discretion may seek any supplementary information and or clarification(s) from any or all the Bidder(s)
- iii. Each responsive Qualification submitted by an eligible Applicant will be eligible for next stage of bidding i.e. opening of financial proposal.

**7.3.2. Public Opening of Financial Proposals**

- 7.3.3.** After the evaluation of Qualification documents of eligible Applicants is completed, the Client shall notify those Applicants whose Qualification documents were considered non-responsive to the RFP that their Financial Proposals will not be opened. The Financial Proposals of technically unqualified Applicants will be returned unopened. The Client shall simultaneously notify in writing those Applicants that have achieved minimum eligibility criteria and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Applicants sufficient time to make arrangements for attending the opening. The Applicant's attendance at the opening of the Financial Proposals is optional and is at the Applicant's choice.

- 7.3.4.** The Financial Proposals of eligible Applicants shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Applicants whose designated representatives choose to be present.
- 7.3.5.** The Bidder who is technically eligible and quotes the highest amount of License Fee per Sq. Ft per Month (i.e., H1) for Year 1, for the offered built up space for which the bid has been submitted shall be considered for licensing of Commercial Premises, after assessment by SSCL. A Bidder quoting below the Reserve price shall be rejected.
- 7.3.6.** At the opening of the Financial Proposals, the names of the Eligible Applicant who quoted the highest **License Fee per sq. ft per month on built up area** shall be treated as H1 bidder.
- 7.3.7.** If any Financial Proposal is found:
- (i) not to be complete in all respects.
  - (ii) not duly signed by the authorized signatory of the Applicant.
  - (iii) not to be in the prescribed format; or
  - (iv) to contain alterations, conditions, deviations or omissions,
- then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.
- 7.3.8.** If two or more Bidders quote the same (License Fee per sq. ft per month on built up area **(the "Tie Bidders")**), the SSCL shall identify by the following criteria
- (i) The bidder having higher(highest) Net Worth shall be the winning bidder
  - (ii) In case there is a tie between Bidders in the quoted license fee and the net worth then the Bidder having the higher (highest) cumulative built-up area (measured in Sq. Ft) of Selling/ Leasing/ Licensing/ Sub-licensing shall be the successful Bidder, which shall be conducted, with prior notice in the presence of the Tie Bidders who choose to attend.

#### **7.4. Correction of Errors**

Financial Proposal shall be assumed to be included in the prices of all the activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.

The Selected Applicant shall be the First Ranked Applicant (H1). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the H1 Applicant withdraws or fails to comply with the requirements specified in the RFP document.

### **8. NEGOTIATION AND AWARD**

#### **8.1. Negotiations**

- 8.1.1.** The H1 Applicant may, if necessary, be invited for negotiations with the Client. The negotiations will be held with the H1 Applicant's authorized representative at the date and address as intimated to the H1 Applicant. The negotiations will be for re-confirming the obligations of the H1 applicant under the Contract and the RFP and finalising the detailed work plan and deliverables.
- 8.1.2.** The Client shall prepare minutes of negotiations which will be signed by the Client and the H1 applicant's authorized representative.



## **8.2. Technical Negotiations**

The negotiations will include discussions on the proposed methodology, quality of work plan, the Client's inputs, deployment of the Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the H1 applicant. These discussions shall not substantially alter the original scope of Services or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

## **8.3. Conclusion of Negotiations**

If the negotiations fail, the Client shall inform the H1 Applicant in writing of all pending issues and disagreements and provide a final opportunity to the H1 Applicant to respond. If disagreement persists, the Client shall terminate the negotiations informing the H1 Applicant of the reasons for doing so. Upon termination of the negotiations with the H1 Applicant, the Client may invite the H2 Applicant to match the price offered by H1 and negotiate the Contract with the Client and in case negotiation with H2 fails Client may invite H3 to match the price offer of H1 or annul the Bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the H2/H3 Applicant(s), the Client shall not reopen the earlier negotiations.

## **8.4. Award of Contract**

**8.4.1.** After completing the negotiations, the Client shall issue a letter of award to the selected Applicant:

- (i) accepting the Proposal of the selected Applicant with such modifications as may be negotiated with the Client;
- (ii) appointing it as the Agency;
- (iii) requesting it to submit the Performance Security in accordance with Clause 5.11;
- (iv) requesting it to appoint required team to perform the Services or a part thereof in accordance with the Contract.
- (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within 15 days of receipt of the letter of award, the Agency shall sign and return a copy of the letter of award.

**8.4.2.** The Selected Bidder is required to submit Interest Free Security Deposit within 15 (Fifteen) days from the date of issuance of Letter of Acceptance. In case the Bidder fails to submit Interest Free Security Deposit as specified, an extended period of 15 days along with a penal charge in the form of Demand Draft from a scheduled Bank for late payment of Interest Free Security Deposit shall be paid with an interest rate of 24% per annum:

No further request for extension in making payment of Security Deposit amount will be considered. The LOA will stand cancelled, and the Bid Security submitted will be forfeited by BDA. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

**8.4.3.** Upon execution of the Contract, the Client may notify the other technically qualified Applicants of the conclusion of the selection process and/or upload the details of the selected Agency on its website.

**8.4.4.** If the selected Applicant fails to satisfy the conditions specified in Clause 8.4.1 above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Applicant,

revoke the letter of award and forfeit the EMD of the selected Applicant. If the Client elects to disqualify the selected Applicant and revoke the letter of award, it may invite the next lowest Applicant to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Applicants or annulling the entire Bid process.

**8.4.5.** After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in Tender document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

**8.4.6.** In case of failure on the part of successful Bidder to sign the License Agreement within the stipulated time, the SSCL shall retain the right to cancel the LOA and forfeit the Bidder's bid security (EMD) and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

## **9. Rights of the SSCL:**

The SSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the Bid process and/or amend and/or supplement the Bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of LoA to the agency.
- (ii) consult with any applicant in order to receive clarification or further information.
- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any applicant.
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any applicant, provided that any such verification or lack of such verification by the SSCL shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of the Client;
- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Applicant in question does not provide, within the time specified by the Client, the supplemental information sought by the SSCL for evaluation of the Proposal.
- (vi) Notwithstanding anything contained in this Bid document, SSCL reserves the right to accept or reject any Bid offer and to annul the bidding process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason, therefore. In the event that SSCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.

**9.1.1.** If the SSCL exercises its right under this RFP to reject a Proposal and consequently, the Rank-1 Applicant gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the Rank-2 Applicant (and Rank-3 applicant, if Rank-2 also gets rejected) to negotiate the Contract; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Applicants or annulling the entire Bid process.

## **10. FRAUD AND CORRUPT PRACTICES**

**10.1.** Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, SSCL

may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, SSCL shall be entitled to forfeit & appropriate Bid Security or Security Deposit/ Performance Security, as the case may be, as damages, without prejudice to any other right or remedy available to SSCL under Bidding Documents and/ or License Agreement, or otherwise.

- 10.2.** Without prejudice to the rights of SSCL and the rights and remedies which SSCL may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by SSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender issued by SSCL for a period of 3 (three) years from the date such Bidder is found by SSCL to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 10.3.** For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:
- 10.3.1.** Corrupt practice means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
- 10.3.2.** Fraudulent practice means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- 10.3.3.** Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- 10.3.4.** Undesirable practice means
- establishing contact with any person connected with or employed or engaged by SSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
  - having a Conflict of Interest; and
- 10.3.5.** Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 10.4.** SSCL reserves the right to reject any Bid and appropriate the Bid Security if:
- 10.4.1.** At any time, a material misrepresentation is made or uncovered, or
- 10.4.2.** The Bidder does not provide, within the time specified by SSCL, the supplemental information sought by SSCL for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 10.5.** In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by SSCL, that one or more of the eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by SSCL to the Selected Bidder or the Licensee, as the case may be, without SSCL being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, SSCL shall be entitled to forfeit and appropriate the Bid Security or Security Deposit/ Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to SSCL under the Bidding Documents and/ or the License Agreement, or otherwise.

## **11. MISCELLANEOUS**

- 11.1.** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Dispute of any nature would not be entertained by SSCL with regard to the Bid process or selection of the licensee. Even in cases where SSCL asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful Bidder and SSCL shall be settled as per the dispute resolution procedure elaborated in the License Agreement. The courts at Shillong shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 11.2.** SSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
  - Consult with any Bidder in order to receive clarification or further information.
  - Retain any information and/ or evidence submitted to SSCL by, on behalf of, and/ or in relation to any Bidder; and/ or
  - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 11.3.** It shall be deemed that by submitting the bid, the Bidder agrees and releases SSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 11.4.** The Tender Document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
- a) License Agreement
  - b) Tender Document. i.e., the License Agreement shall prevail over Tender Document.

**Annexure -1 - Area Statement**

SN	Description	Carpet Area (sq. ft)	Built Up Area (sq. ft.)	Purpose
1	STILT FLOOR	22,017.22	27,771.56	Parking
2	FIRST FLOOR	12,087.23	25,737.92	21 Shops
3	SECOND FLOOR	14,384.20	27,416.48	23 Shops
4	THIRD FLOOR	14,678.47	27,416.48	20 Shops
5	FOURTH FLOOR	11,374.40	23,941.00	18 Shops
6	FIFTH FLOOR	5,236.67	15,147.50	10 Shops
7	SIXTH FLOOR	7,811.05	14,655.12	8 No. office
<b>Total Area</b>		<b>87,589.24</b>	<b>1,62,086.06</b>	

<b>Shopwise Area Breakup Statement</b>			
SN	Floor	Purpose (Parking/ Shops/ Office Space)	Carpet Area (Sq. ft)
1	Stilt Floor	PARKING	22,017.22
2	1st Floor	SHOP 1	247.84
3	1st Floor	SHOP 2	352.29
4	1st Floor	SHOP 3	452.89
5	1st Floor	SHOP 4	452.89
6	1st Floor	SHOP 5	452.89
7	1st Floor	SHOP 6	452.89
8	1st Floor	SHOP 7	445.46
9	1st Floor	SHOP 8	822.62
10	1st Floor	SHOP 9	520.84
11	1st Floor	SHOP 10	640.22
12	1st Floor	SHOP 11	520.84
13	1st Floor	SHOP 12	509.68
14	1st Floor	SHOP 13	1,246.31
15	1st Floor	SHOP 14	546.74
16	1st Floor	SHOP 15	901.58
17	1st Floor	SHOP 16	899.74
18	1st Floor	SHOP 17	611.18
19	1st Floor	SHOP 18	758.68
20	1st Floor	SHOP 19	335.45
21	1st Floor	SHOP 20	450.81
22	1st Floor	SHOP 21	465.41
23	2nd Floor	SHOP 22	564.25
24	2nd Floor	SHOP 23	356.37
25	2nd Floor	SHOP 24	452.89
26	2nd Floor	SHOP 25	452.89
27	2nd Floor	SHOP 26	452.89
28	2nd Floor	SHOP 27	452.89
29	2nd Floor	SHOP 28	445.46
30	2nd Floor	SHOP 29	1,252.74

<b>Shopwise Area Breakup Statement</b>			
<b>SN</b>	<b>Floor</b>	<b>Purpose (Parking/ Shops/ Office Space)</b>	<b>Carpet Area (Sq. ft)</b>
31	2nd Floor	SHOP 30	822.62
32	2nd Floor	SHOP 31	520.84
33	2nd Floor	SHOP 32	640.22
34	2nd Floor	SHOP 33	520.84
35	2nd Floor	SHOP 34	509.68
36	2nd Floor	SHOP 35	1,246.31
37	2nd Floor	SHOP 36	546.74
38	2nd Floor	SHOP 37	901.58
39	2nd Floor	SHOP 38	899.74
40	2nd Floor	SHOP 39	611.18
41	2nd Floor	SHOP 40	723.72
42	2nd Floor	SHOP 41	758.68
43	2nd Floor	SHOP 42	335.45
44	2nd Floor	SHOP 43	450.81
45	2nd Floor	SHOP 44	465.41
46	3rd Floor	SHOP 45	564.25
47	3rd Floor	SHOP 46	356.37
48	3rd Floor	SHOP 47	452.89
49	3rd Floor	SHOP 48	452.89
50	3rd Floor	SHOP 49	452.89
51	3rd Floor	SHOP 50	452.89
52	3rd Floor	SHOP 51	445.46
53	3rd Floor	SHOP 52	1,252.74
54	3rd Floor	SHOP 53	822.62
55	3rd Floor	SHOP 54	520.84
56	3rd Floor	SHOP 55	640.22
57	3rd Floor	SHOP 56	520.84
58	3rd Floor	SHOP 57	509.68
59	3rd Floor	SHOP 58	1,246.31
60	3rd Floor	SHOP 59	546.74
61	3rd Floor	SHOP 60	901.58
62	3rd Floor	SHOP 61	899.74
63	3rd Floor	SHOP 62	335.45
64	3rd Floor	OPEN TERRACE AREA 1	2,010.55
65	3rd Floor	OPEN TERRACE AREA 2	1,293.52
66	4th Floor	SHOP 63	564.25
67	4th Floor	SHOP 64	356.37
68	4th Floor	SHOP 65	452.89
69	4th Floor	SHOP 66	452.89
70	4th Floor	SHOP 67	452.89
71	4th Floor	SHOP 68	452.89

<b>Shopwise Area Breakup Statement</b>			
<b>SN</b>	<b>Floor</b>	<b>Purpose (Parking/ Shops/ Office Space)</b>	<b>Carpet Area (Sq. ft)</b>
72	4th Floor	SHOP 69	445.46
73	4th Floor	SHOP 70	1,252.74
74	4th Floor	SHOP 71	822.62
75	4th Floor	SHOP 72	520.84
76	4th Floor	SHOP 73	640.22
77	4th Floor	SHOP 74	520.84
78	4th Floor	SHOP 75	509.68
79	4th Floor	SHOP 76	1,246.31
80	4th Floor	SHOP 77	546.74
81	4th Floor	SHOP 78	901.58
82	4th Floor	SHOP 79	899.74
83	4th Floor	SHOP 80	335.45
84	5th Floor	SHOP 81	452.89
85	5th Floor	SHOP 82	452.89
86	5th Floor	SHOP 83	452.89
87	5th Floor	SHOP 84	445.46
88	5th Floor	SHOP 85	520.84
89	5th Floor	SHOP 86	346.47
90	5th Floor	SHOP 87	520.84
91	5th Floor	SHOP 88	509.68
92	5th Floor	SHOP 89	1,238.26
93	5th Floor	SHOP 90	296.33
94	6th Floor	OFFICE 1	452.89
95	6th Floor	OFFICE 2	452.89
96	6th Floor	OFFICE 3	452.89
97	6th Floor	OFFICE 4	445.46
98	6th Floor	OFFICE 5	520.84
99	6th Floor	OFFICE 6	640.22
100	6th Floor	OFFICE 7	520.84
101	6th Floor	OFFICE 8	4325.03

**Stilt Floor**



**Shops**

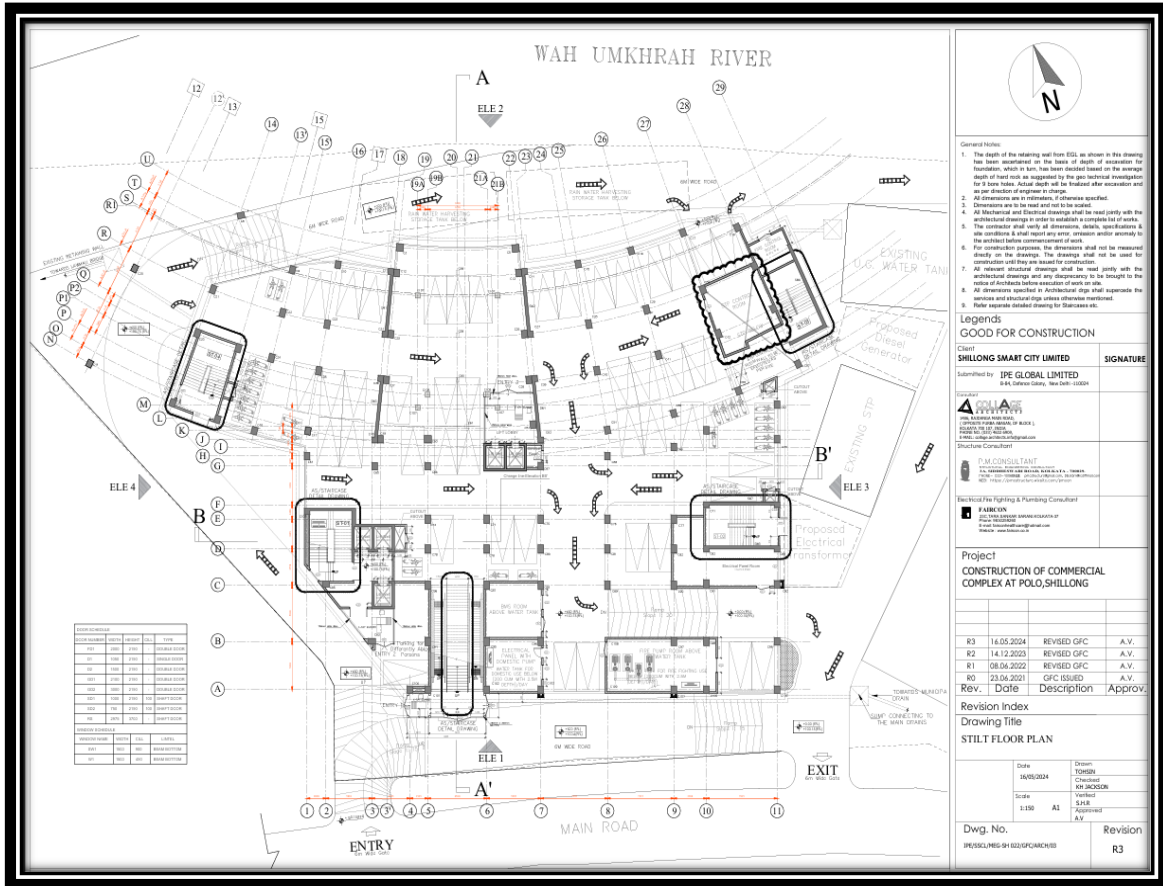


**Corridor/ Lobby**

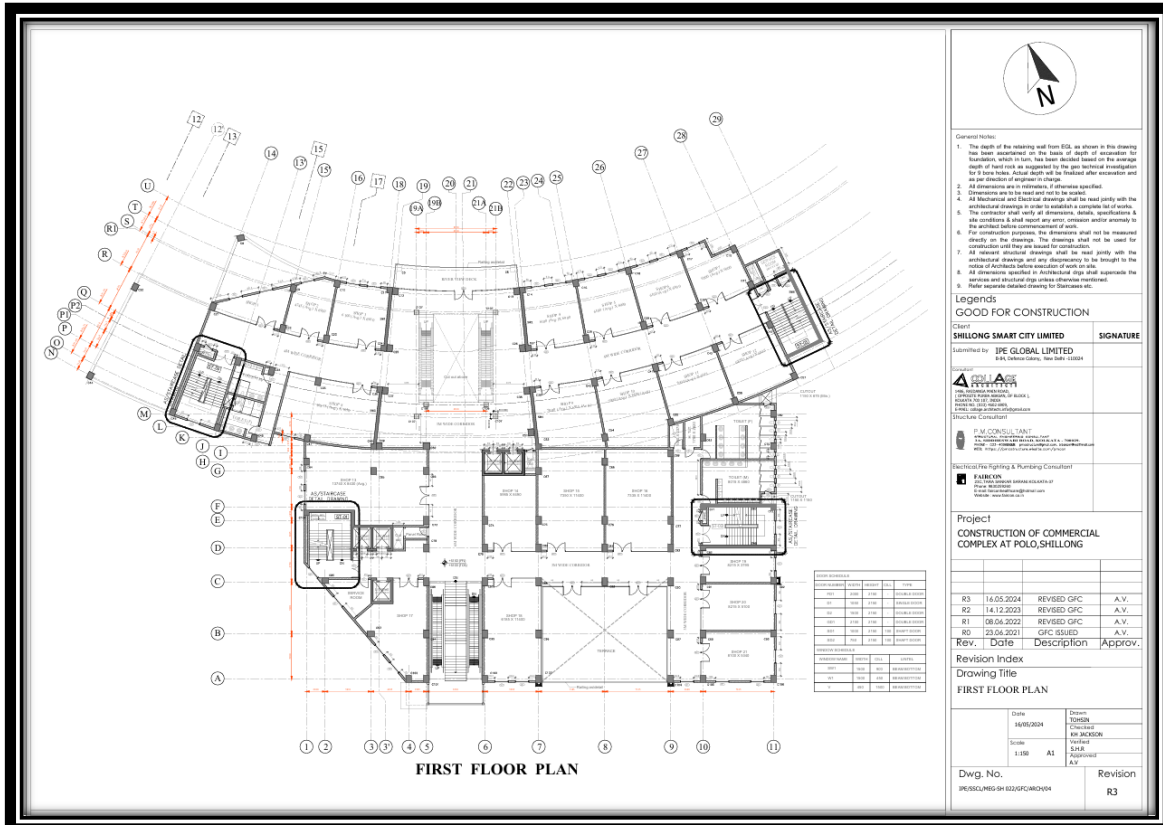




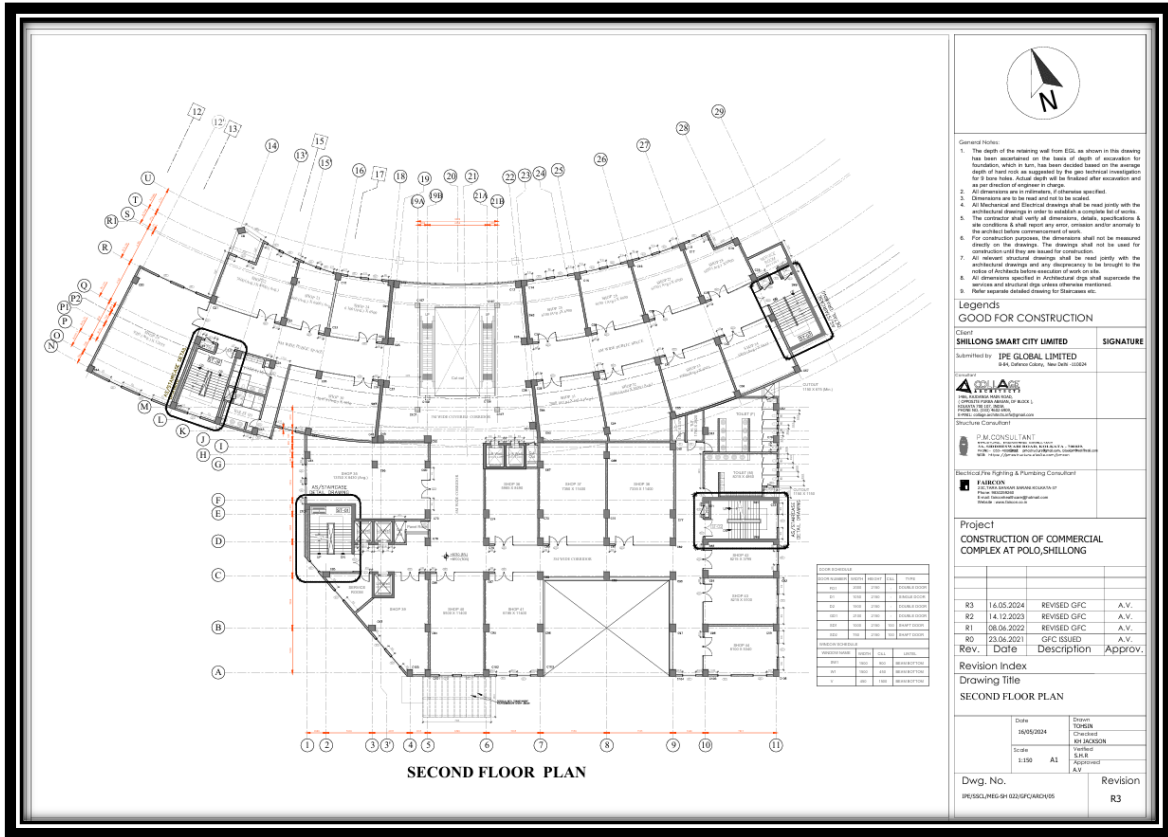
**Stilt Floor**



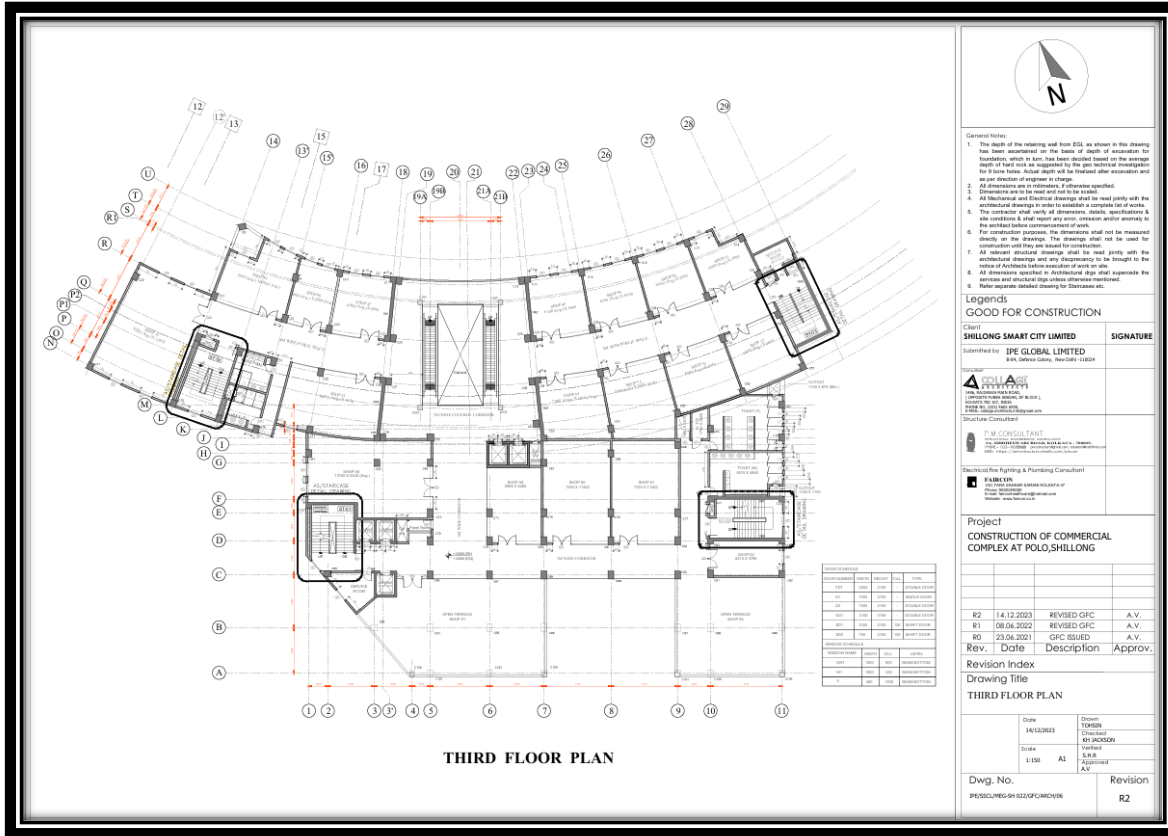
**First Floor**



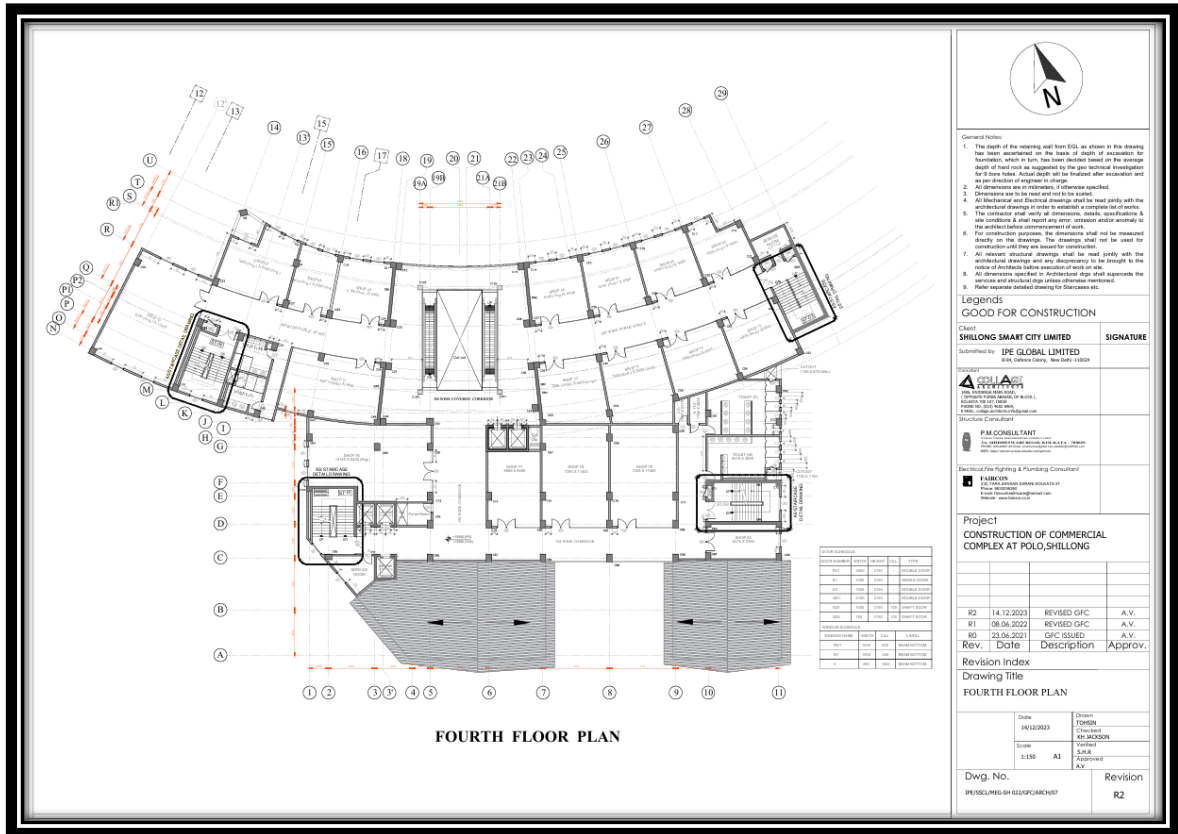
**Second Floor**



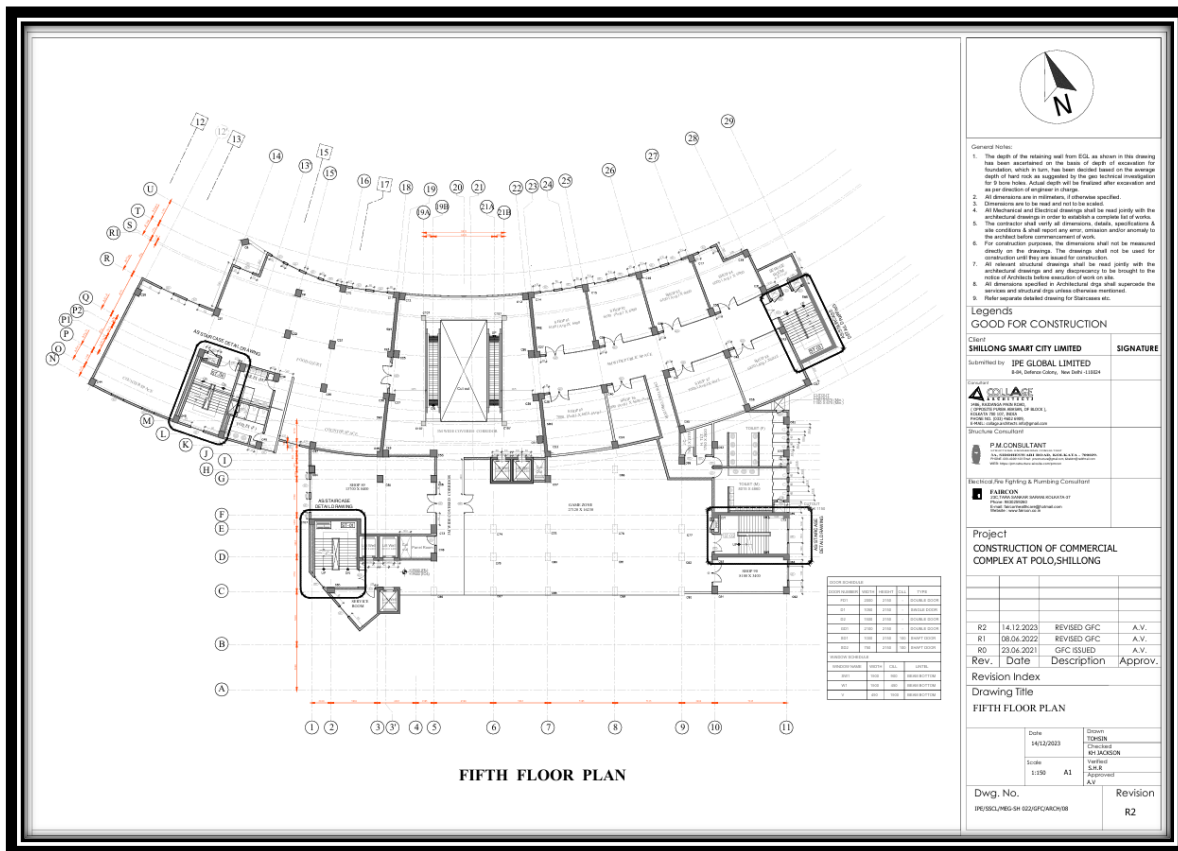
**Third Floor**



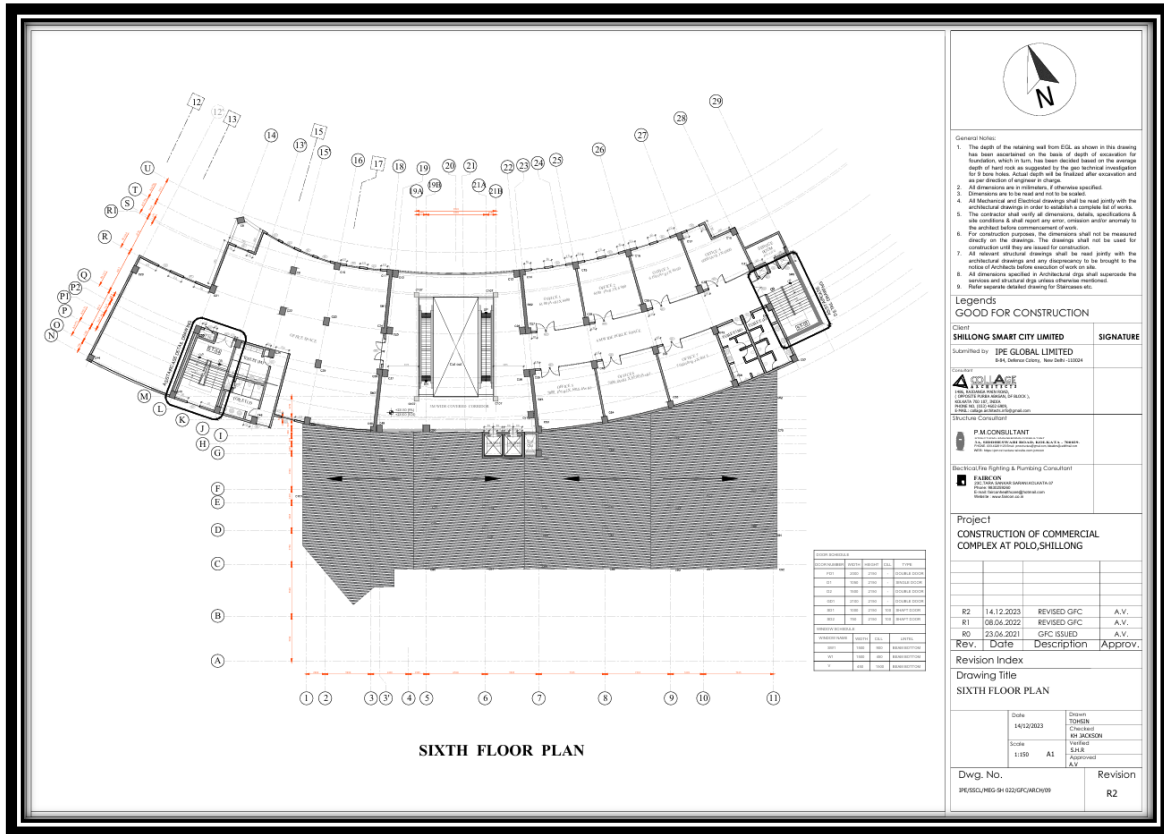
**Fourth Floor**



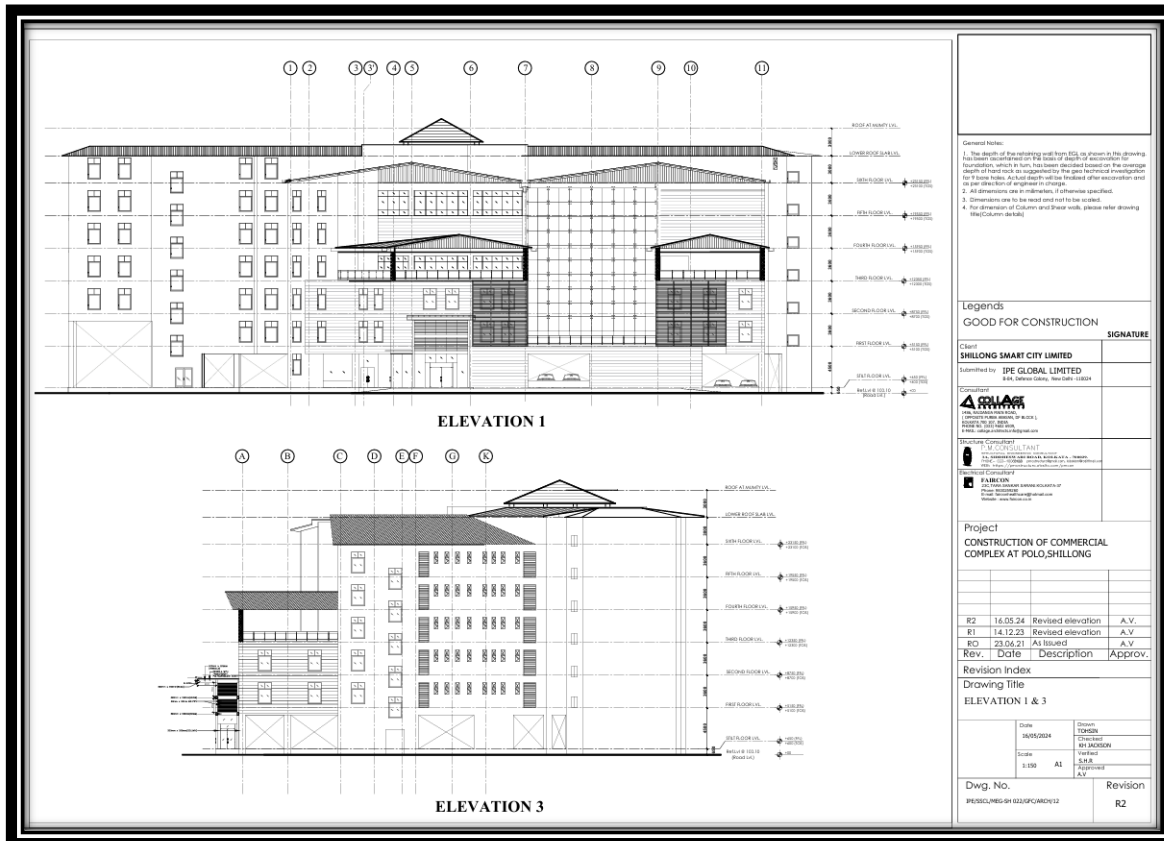
**Fifth Floor**

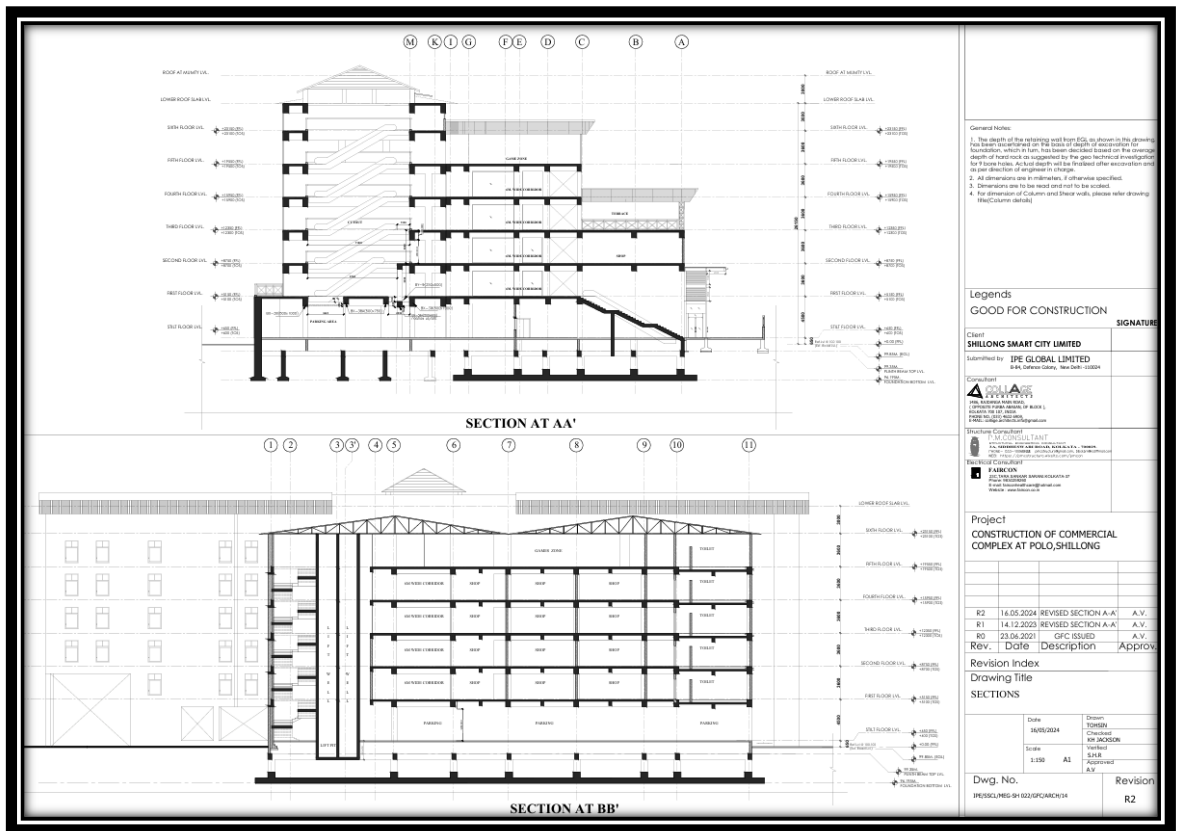
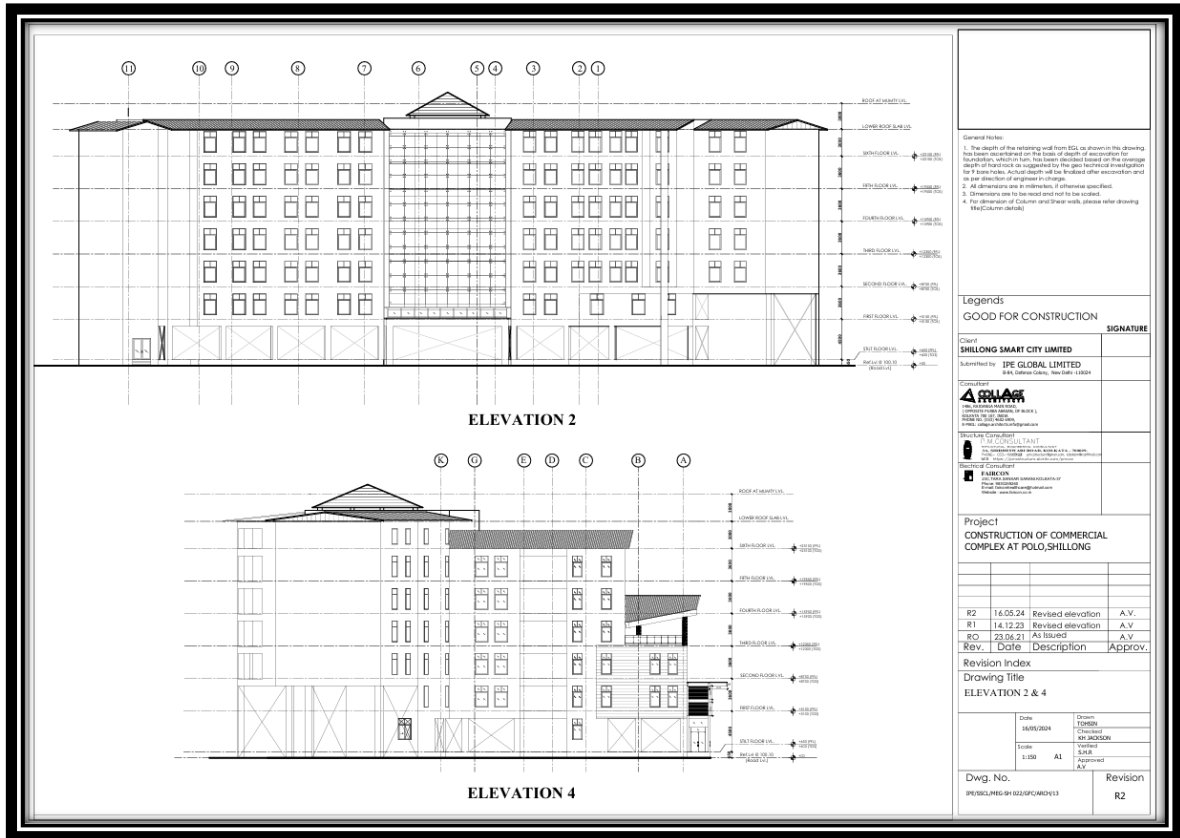


**Sixth Floor**



Elevation





## **Annexure -2 - Letter Comprising the RFP Bid**

**(On Official letterhead of the Bidder)**

NIT No: SSCL/\_\_\_\_\_/2024/\_\_\_\_\_

Date:

**Chief Executive Officer**

**Shillong Smart City Limited**

House No. C/B-037, Top Floor,  
Centre Nongrim Hills, Near JJ Cables, Shillong,  
East Khasi Hills District, Meghalaya - 793003

Sub: Tender for selection of Master Licensee for Commercial Premise at Polo Commercial Complex,  
Shillong, Meghalaya

Sir,

With reference to above subject, I/we, having examined the Bid documents and understood their contents, hereby submit my/our Bid for the aforesaid licensing for Commercial Premise as described in Annexure 1 on License Fees basis. The Bid is unconditional and unqualified.

- 1) I/ We acknowledge that SSCL shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to SSCL any additional information it may find necessary or require to supplement or authenticate the bid.
- 3) I/ We acknowledge the right of SSCL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/ We declare that:
  - a. I/ We have examined and have no reservations to the bidding documents, including Addendum/ Corrigendum, if any, issued by SSCL; and
  - b. I/ We do not have any conflict of interest in accordance with provisions of the Tender Document; and
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as stipulated in the Tender Document, in respect of any bid or request for proposal issued by or any agreement entered into with SSCL; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 5) The undertakings given by me/us along with the application in response to the tender for the above subject were true and correct as on the date of making the tender application and are also true and correct as on the Bid due date and I/we shall continue to abide by them.
- 6) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender Document.
- 7) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SSCL in connection with the selection of

- the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject License Agreement and the terms and implementation thereof.
- 8) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  - 9) I/ We have studied all the bidding documents carefully and also physically surveyed the Commercial Premise at Polo Commercial Complex. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SSCL or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
  - 10) I/ We offer due EMD to SSCL in accordance with the Tender Document. The documents accompanying the Bid, as specified in RFP, have been submitted as part of the Technical as per the formats provided in the RFP (Bid Processing Fee has been submitted in the form of DD and original copy of Bid Security/ EMD in the form of Bank Guarantee).
  - 11) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
  - 12) The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addendum /corrigendum, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  - 13) I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.
  - 14) I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement. To comply with all applicable laws, regulations including labor laws and indemnify SSCL fully against any issues arising out of noncompliance of applicable laws.
  - 15) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
  - 16) The EMD in the form of Bank Guarantee from .....(Bank) is also enclosed.
  - 17) I/ We hereby submit bid documents i.e. Tender Documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
  - 18) I/We declare that the uploaded Tender Documents are same as available on [https://\\_\\_\\_\\_\\_](https://_____)). I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing, and all pages are legible and indelible. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at the portal, SSCL shall have the absolute right to reject my/ our Bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.
  - 19) In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours

**(Signature, name and designation of the Authorized signatory)**

**Name and seal of Bidder/Lead Member**

**Date:**

**Place:**

### **ANNEXURE-3 - General Information of the Bidder**

**(On official Letterhead of the company)**

1.
  - a) Name of the Bidder:
  - b) Address of the corporate headquarters:
  - c) Address of its branch office(s) in India:
  - d) PAN & GST details (Copy to be attached):
  
2. Details of individual(s) who shall serve as the point of contact/ communication for SSCL within the Company:
  - a) Name :
  - b) Designation :
  - c) Company :
  - d) Address :
  - e) Telephone Number :
  - f) E-Mail :
  - g) Address :
  
3. In case of Consortium/JV:

The information above (1 & 2) shall be provided for all the members of the consortium. Information regarding role of each member:

**Signature:**

**(Name of the Authorized Signatory):**

**For and on behalf of (Name of the Bidder) Designation:**

**Place:**

**Date:**

**Note:** Please attached the following documents in the technical proposal

- i. Incorporation Certificate
- ii. Proof of Registration of PAN, MSME or any other valid registration.
- iii. Proof of GST Registration and PAN



## **ANNEXURE-4(A) - Financial Eligibility**

Certificate of Statutory Auditor/ Chartered Accountant with regard to eligibility of the Bidder  
(On the Letterhead of the Statutory Auditor/ Chartered Accountant)

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of Bidder], and certify that the Gross Annual turnover of M/s \_\_\_\_\_ (Name of the Applicant) in the last 3 completed financial years is Rs. -----.

Year-wise details of Gross Annual Turnover from the business of alone are as under:

### Turnover (Rs-Cr)

	FY 2021-22	FY 2022-23	FY 2023-24
Name of Bidder or member (1) of JV/CONSORTIUM			
Name of Bidder or member (2) of JV/CONSORTIUM			
Total			
Average of the last three Finance years			

Net worth of the bidder as of end of March 2024

	Net worth (Rs-Cr)
Name of Bidder or member (1) of JV/CONSORTIUM	
Name of Bidder or member (2) of JV/CONSORTIUM	
Total	
Average	

- (i) Net Worth and Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor/ chartered accountant of the applicants.
- (ii) Net Worth and Gross Annual Turnover from business of for each member of JV or CONSORTIUM shall be indicated separately without consideration of ratio of participation in the current tender.

**Name & address of Applicant's Bankers:**  
Signature and Seal of the Statutory Auditor  
clearly indicating his/her membership number

### Note:

- i. Audited financial statements of last three years are required to be submitted in the technical proposal.

**ANNEXURE-4 (B) - Technical Eligibility**

Certificate of Statutory Auditor / Chartered Accountant

**(On the letterhead of the Signatory)**

I / We have verified and certify that M/s \_\_\_\_\_, has Owned / Leased & Subleased / Leased & Occupied the below mentioned projects.

S.No	Building Name and Description	Location	Built / Leased / Owned Sqft	Lease Start Date	Lease End Date
1					
2					
3					
	<b>Total</b>				

**Signature and Seal by indicating his/her membership number.**

**Note:**

The Bidder shall submit the below documents along with the qualification details.

- Lease or License Agreement – in such case the summary including date of initiation and lease/license period should be Certified by a Chartered Accountant
- A Duplicate copy Lease or of License Agreement of shopping mall which are to be demonstrated as a part of technical evaluation in the proposal.

### **ANNEXURE-5 - Power of Attorney of Bidder (duly notarized)**

Know all men by these presents, I / We (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to SSCL, representing us in all matters before SSCL, and generally dealing with SSCL in all matters in connection with our Bid. We hereby agree to have deemed ratified all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address) of the Attorney

For

Accepted

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

## **ANNEXURE-6 - Consortium Agreement/Memorandum of Understanding**

This Consortium Agreement/Memorandum of Agreement is executed at ----- on this \_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN

M/s. \_\_\_\_\_, a Company incorporated under the \_\_\_\_\_ Act, \_\_\_\_\_ [year] and having its Registered Office at \_\_\_\_\_ acting through its duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

M/s \_\_\_\_\_, a Company incorporated under the \_\_\_\_\_ Act, \_\_\_\_\_ [year] and having its Registered Office at \_\_\_\_\_ and \_\_\_\_\_, acting through its duly authorized Representative by a resolution of the Board of Directors dated \_\_\_\_\_, (hereinafter referred to as the ('Participant Member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

Whereas Shillong Smart City Limited (hereinafter referred to as 'SSCL') has invited Bids for the "Licensing of Commercial Premise at Polo Commercial Complex, Shillong" in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by SSCL for participating in the Bid by the Consortium for which the Bid has been floated by SSCL. AND WHEREAS in terms of the Bid documents all the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "Licensing of Commercial Premise at Polo Commercial Complex, Shillong" in terms of the Bid invited by Shillong Smart City Limited, (SSCL).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by SSCL for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Commercial Premise. In case the Consortium turns out to be the successful Bidder in the Bid being invited by SSCL for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for "Licensing of Commercial Premise at Polo Commercial Complex".
4. That the Consortium have agreed to nominate M/s. \_\_\_\_\_ and as the representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Shillong Smart City Limited and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
  - I. The Lead Member M/S \_\_\_\_\_ shall have \_\_\_\_\_% percent of shareholding with reference to the Consortium for this specified license agreement.
  - II. The Participant Member M/S \_\_\_\_\_ shall have \_\_\_\_\_ (%) of shareholding with reference to the Consortium for this specified License Agreement.
6. That in case to meet the requirements of Bid documents or any other stipulations of SSCL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of SSCL.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN. Enclosure: Board resolution of each of the Consortium Members authorizing:

- I. Execution of the Consortium Agreement, and
- II. Appointing the authorized signatory for such purpose.

### **ANNEXURE-7 - Affidavit**

(To be given separately by each consortium member of the Bidder on requisite Stamp Paper)

I, ----- (insert designation) S/o. -----, resident of ----- the of the (insert name of the single Bidder/consortium member if a consortium), do solemnly affirm and state as follows :

- 1) I say that I am the authorized signatory of (insert name of company/ consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose to this Affidavit on behalf of the Bidder/ Consortium Member.
- 2) I say that I have submitted information with respect to our eligibility for Shillong Smart City Limited (hereinafter referred to as "SSCL") Tender for licensing of Commercial Premise (hereinafter referred to as "Commercial Premise") I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3) I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by SSCL to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by SSCL.
- 4) I say that if any point of time including the License period in case SSCL requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of SSCL.
- 5) I say that we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6) I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION: -

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at \_\_\_\_\_ (place), on this the \_\_\_\_\_ day of 2024.

DEPONENT

**ANNEXURE-8 -Undertaking of Responsibility**  
**On Rs. 100/- stamp paper duly notarized.**

As a Lead Member of the consortium of \_\_\_\_ companies – namely (Complete name with address) jointly & severally undertake the responsibility in regard to the License Agreement with SSCL in respect of Licensing of Commercial Premise: -

- 1) That, we solely undertake that (Name of the Company/consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to Commercial Premise.
- 2) That, all consortium members are jointly or severally responsible for all commitments/ liabilities/ dues etc. to SSCL.
- 3) That, we further confirm that, the stake holding of Lead Member- (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, ensure that there shall be no change in the stake holding of all parties in the 15 (fifteen) years license period.
- 4) We also confirm that our consortium was made on \_\_\_\_\_ (Date) for seeking, licensing rights of SSCL Commercial Premise and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized Representative of all \_\_\_\_ consortium members to sign on undertaking with witness signatures)

Witness      1.....

## **ANNEXURE-9 – Undertaking For Downloaded Tender Document**

**(On official letterhead of the company)**

We here by confirm that, we have downloaded/read the complete set of Tender Documents /addendum/clarifications along with the set of enclosures hosted on website(s) of <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender> and <http://sscl.meghalaya.gov.in>. We confirm that we have gone through the Tender Documents, addendum and clarifications for this work placed up to the date of opening of bids on the website <http://megurban.gov.in> and <http://meghalaya.gov.in/megportal/tender> and <http://sscl.meghalaya.gov.in>. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft Licensee Agreement.

Company Name \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:



**ANNEXURE-10 - Undertaking for not being banned for business by any Govt.**

**Organisation / PSU / etc.**

**(On official letter head of the company)**

I/We hereby declare, confirm and undertake that:

“As on date of Tender submission (i) SSCL/Meghalaya Urban Development Authority. /Govt. of Meghalaya has not banned business with me/us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries of Govt. of India”.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

\_\_\_\_\_ Note:

- 1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.*
- 2. The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.*

### **ANNEXURE-11 -Building plans of Commercial Premise**

The location plans have not been uploaded on web site due to security concerns. However, the bidder may collect the location plans for Polo Commercial Complex from the office of the **Chief Executive Officer, Shillong Smart City Limited** House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, Shillong, East Khasi Hills District, Meghalaya - 793003, between 10:00 hrs. to 17:00 hrs, on all working days, free of cost on production of identity proof and authority letter of the Bidder.

## **ANNEXURE 12 - Disclosure of past & ongoing litigation**

Information regarding Litigation / Arbitration during last five years in which the bidder is involved, the parties' concerned and disputed amount.

### **Pending Litigation**

Pending Litigation				
I. <u>No pending litigation in accordance with (Type of Litigation to be mentioned)</u>				
II. <u>Pending litigation in accordance with (Type of Litigation to be mentioned)</u>				
<u>Year of dispute</u>	<u>Amount in dispute</u>	<u>Outcome as Percentage of Net Worth</u>	<u>Details of Litigation</u>	<u>Details of Related Parties</u>
<u>(insert year)</u>	<u>(insert amount)</u>	<u>(insert percentage)</u>		

### **Litigation History**

Preceding 5 years to be reckoned from the proposal due date.

Litigation History				
<u>Year of dispute</u>	<u>Amount in dispute</u>	<u>Outcome as Percentage of Net Worth</u>	<u>Details of Litigation</u>	<u>Details of Related Parties</u>

Yours sincerely,

Signature, name and designation of the Authorized signatory Name and seal of Bidder/Lead Member

**Date:**

**Place:**

## **ANNEXURE 13 - BANK GUARANTEE FOR BID SECURITY/EMD** **(FORMAT)**

From-----

**[Name and Address of Bank]**

**Chief Executive Officer**

**Shillong Smart City Limited**

House No. C/B-037, Top Floor,

Centre Nongrim Hills, Near JJ Cables, Shillong,

East Khasi Hills District, Meghalaya – 793003

1. [Name of relevant Bidder] ("Prospective Bidder) has in response to a Request for Proposal ("RFP") issued by SSCL, submitted a proposal dated ----- (the "Proposal") for it to procure an Agency (the "Licensee") as «Master Licensee for Commercial Premise at Polo Commercial Complex» (the 'Engagement').
2. [Name of Bank] with its registered office at ----- , unconditionally guarantees to pay SSCL upon first the written demand and without deduction the sum of **INR 500,00,00/- (Indian Rupees Fifty Lakhs Only)** ("**Guaranteed Sum**") **subject to the conditions set out below.**
3. **[Name of Bank] undertakes to immediately pay SSCL the Guaranteed Sum upon receipt** of the first written demand by SSCL without SSCL having to substantiate its demand, provided that the demand states that the amount demanded is due as a result of the occurrence of one or more of the conditions referred to in clause 4 below.
4. [Name of Bank] will be liable to immediately pay the Guaranteed Sum without deduction to SSCL if it notifies SSCL in writing that:
  - a. The Bidder withdraws his Bid during the period of validity as provided in this Volume I of the RFP documents.
  - b. If the bidder submits a conditional Bid which not acceptable to SSCL.
  - c. If the bidder has been notified of the acceptance of his Bid by SSCL:
  - d. if the Bidder fails to sign the License Agreement; or
  - e. in case the bidder fails to furnish the required Security Deposit/ Performance Security within the specified time in accordance with the RFP Documents.
5. This guarantee will remain in force up to 240 days from the Bid due date or as it may be extended by the SSCL, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
6. SSCL is entitled to make any demand under this guarantee not later than the day this guarantee ceases to remain in force in accordance with clause 5.
7. SSCL is under no obligation to notify [Name of Bank] of any extension of the Validity Period of the Proposal or the selection of the Prospective Bidder as one of the successful Bidder.
8. [Name of Bank] agrees that it will not assign its obligations under this guarantee without the prior written consent of SSCL. SSCL will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to [Name of Bank] and the assignee assumes in writing the obligations of [Name of Bank] under this guarantee at the same time or before the assignment.
9. The jurisdiction in relation to this Guarantee shall be the Courts at Shillong and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee can also be lodged at our Office.

SEAL OF [BANK]

NAME OF BANK-----

SIGNATURE-----

NAME:

DESIGNATION:

DATE:

**ANNEXURE-14 - Financial Bid Format****This Annexure will be submitted in the Financial Bid**

I/we, having examined the bidding documents and understood their contents, hereby submit my/our financial bid for Licensing of Commercial Premise located at Polo Commercial Complex, Shillong.

The Bid is unconditional, and I/We undertake to make payments to SSCL as per the Payment Schedule without any delay.

S.NO	Property Location	Built up Area (Sq. ft)	Reserve License Fee / Sq. Ft / Month for Year 1 (Exclusive of GST)	Quoted License Fee / Sq. Ft / Month for Year 1 (Exclusive of GST)	Total License Fee/Month to be paid by the Bidder for Year 1 (Exclusive of GST)
A	B	C	D	E	F =E*C
1	Commercial Premise at Polo Commercial Complex	1,62,086.06	85		

Note:

- **Taxes:** The quoted License Fee is exclusive of applicable GST and any other applicable taxes as per the law of land.
- **Quarterly/ Annual License Fee:** The License Fee shall be calculated based on the Commercial built up area offered by the Licensor to the Licensee.
- **Escalation:**
  - I. **There will be an escalation of 15% every 3 years.**
  - II. The Quarterly Licensee Fee will have to be paid within 10th day of start of each quarter in advance (after completion of rent-free grace period of 90 days) at the beginning of each year.
- **License Tenure:** The License granted under the License Agreement shall be valid for a period of 15 (Fifteen) years from the date of execution of License Agreement.
- **Renewal:** SSCL shall renew the License Period at its sole discretionary power, at the request of the Licensee as per the terms and conditions as deemed fit.
- **Reserve Price:** Any bids received below the reserve price of INR 85/- (Indian Rupees Eighty Five) per Sq. ft/Month on built up area for Year 1 will be rejected.

Date:

Place:

**Annexure 15: Undertaking for not having Conflict of Interest with the Bidding Process**

(On official letter head of the company)

I/We hereby declare, confirm and undertake that:

“As on date of Tender submission

(i) I/us are only the constituent of the single bid

(ii) I/us do not have any connection/association/business relations with any of the Govt. officials working under Govt. Meghalaya

If this undertaking found to be false at later stages, we are liable for the punitive actions as per the terms and conditions of this RFP.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

\_\_\_\_\_ Note:

1. *In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.*
2. *The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.*

**ANNEXURE 16 – Draft Lease Agreement**