

RFP NO: SSCL/Tender/2025-26/MEG-SHI-42

Date: 15th October 2025

Shillong Smart City Limited



Request for Proposal (RFP) for selection of Agency for Establishment, Operation and Maintenance of Food Court and Game Zone on License basis at Polo Commercial Complex Shillong, Meghalaya

October 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 space of Food Court and Gaming Zone in the Commercial Polo Complex which is developed by Shillong Smart City Limited (SSCL) under Smart City Mission ("Tender Document"), qualification requirements, and the selection process for the Selected Bidder for letting out of the built-up space on License basis. The purpose of the Tender Document is to provide information and assist to the intending bidders in formulation of their Bid (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 Food Court and Gaming Zone 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 Food Court and Gaming Zone 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 – Food Court and Gaming Zone and the right of the Selected Bidder, shall be as set out in License agreement to be executed between SSCL and the Selected 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/Client”** 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 Premise at the subject site as specified in Annexure - I.
- m) **“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 Five (5) years from the date of execution of License Agreement
- 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) **“Commercial Premise”** means the Food Court and Gaming Zone at Polo Commercial Complex in 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 Licensee may at its 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. Through this tender, SSCL intends to select the Licensee to take up on 'License Basis' the offered Commercial Premise of Food Court and Game Zone at Polo Commercial Complex, Shillong as detailed out in Annexure 1. The Selected Bidder will be the Licensee for Food Court and Gaming Zone for the License Period for 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 proposals on single stage two envelopes system (technical and financial) from eligible Bidders for selection of a Licensee to grant licensing rights for a total Super built-up area of 15277.02 sq ft (carpet area of 8468 sq. ft), consisting super built-up area of 7764.89 sq. ft (carpet area of 4304 sq. ft) for the use of food court & super built-up area of 7512.13 sq. ft (carpet area of 4164 sq. ft) for the use of game zone at the 5th Floor of Polo Commercial Complex, Shillong.
- 2.5. SSCL invites 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 <https://megurban.gov.in> and <https://meghalaya.gov.in/tenders>
- 2.6. 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.
- 2.7. The Bidder shall submit its Technical Proposal along with Tender Document cost as mentioned in clause 2.6 and with the EMD (Bid Security) for an amount of equal to **2,50,000.00/- (Rupees Two Lakhs Fifty Thousand 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.
- 2.8. **Schedule of the Bidding Process**

Tender Document available for downloading	22 nd October 2025
Last Date of Receipt of Pre-Bid Queries	29 th October 2025
Date of Pre- Bid Meeting	30 th October 2025

Authority's response to queries latest by	6 th November 2025
Date & Time of Submission of Bids	20 th November 2025, 15.00 Hours
Date & Time of Opening of Technical Bids	20 th November 2025, 16.00 hours
Date & Time of Opening of Financial Bids	To be intimated later
Validity of Bids	180 days from Bid Opening Date

2.9. 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 the date execution of License Agreement
Signing of License Agreement	Within 15 days from the date of issuance of LOA
Handover Date of Food Court and Game Zone Built up Space	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 180 days)
License Period	Five (5) Years from the date of execution of License Agreement

2.9.1. Tender Documents can be downloaded from the portal <https://megurban.gov.in> and <https://meghalaya.gov.in/tenders> Addendum/Corrigendum, if any, will be placed on the <https://megurban.gov.in> and <https://meghalaya.gov.in/tenders>

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 shillongsmartcitylimitedp042@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 <https://meghalaya.gov.in/tenders>. Individual communication shall not be issued to any Bidder. Pre-bid queries and any clarification with respect to the tender can be forwarded to shillongsmartcitylimitedp042@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 <https://megurban.gov.in> and <https://meghalaya.gov.in/tenders> 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: shillongsmartcitylimitedpo42@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 Food Court and Gaming zone have a dedicated space at 5th floor sprawling over super built-up area of 15277.02 sq ft (carpet area of 8468 sq. ft) in the Polo Commercial Complex. The Food Court has super built-up area of 7764.89 sq ft (carpet area of 4304 sq. ft) whereas the Gaming Zone has super built-up area of 7512.13 sq ft (carpet area of 4164 sq. ft). Apart from the Food Court and Gaming Zone, the Licensee will have access to the 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 complex 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 the Selected Bidder (Licensee) to operate the Food Court and Gaming Zone for the License Period of 5 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/ Licensee quoting the **Highest License Fee in total for year-1** as per the Annexure-14 - Financial Bid Format combined for Food Court and Game Zone, will be identified as the Selected Bidder.
- ii. The License Fee per Sq. ft per Month quoted by the Selected Bidder will be adopted to calculate the License Fee for Year 1 for the total super built-up area of 15277.02 sq. ft offered to the Licensor as per the Annexure-14 - Financial Bid Format
- iii. In case of deviation in the super built-up area offered to the Licensee, the Annual/Quarterly License Fee for the Year 1 shall be calculated as per the revised super built-up 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 Proprietorship Firm, 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:

4.3.1. **Financial Qualification:** Bidders (Aggregate in case of Consortium) should have Average Annual Turnover of **INR 1 Cr (One Crore)** in the last three financial years ending 31 March 2024 and **Positive Net Worth** at the end of 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

4.3.2. **Technical Qualifications:** In last seven (7) years, the Bidder should have an established track record of

a. Establishment, Operation and Management of an aggregate or single unit of at least 4000 sq. ft of food court(s)/restaurants/quick service restaurant(s) (QSR) in shopping malls/brand theatres/airports/ IT Parks/offices/residential societies

And

b. Proven experience in the development, operation, and maintenance of at least one Bowling Alley, comprising a minimum of two bowling lanes.

Note: In the case of a Joint Venture (JV) or Consortium, it shall be mandatory that at least one Member of the Consortium individually fulfils either Clause 4.3.2 (a) or Clauses 4.3.2 (b) of the technical qualification specified above. However, the Consortium as a whole must collectively satisfy all components of the technical qualification. Each Member of the Consortium shall be required to submit appropriate documentation and supporting evidence to demonstrate compliance with their respective obligations under the technical eligibility requirements.

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

- a. Lease or License Agreement for the Food Court – in such case the summary including date of initiation and lease/license period should be Certified by a Chartered Accountant.
 - b. A Lease or License Agreement for the Gaming Zone. A certified summary by a Chartered Accountant should accompany the agreement, clearly indicating the commencement date and the duration of the lease/license period or a copy of the Agreement for development, operation, and maintenance of the Bowling Alley for each relevant location.
- 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 fulfil 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:
- 4.6.1.** 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.
- 4.6.2.** 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 for Food Court and Gaming Zone as 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 the date of execution of License Agreement. 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 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 50 (Indian Rupees Fifty only)/ Sq. Ft per month on super built-up area for the Food Court and Gaming Zone separately. The Bids of all those Bidders who quote a price less than and equal to the reserve price of INR 50/- (Indian Rupees Fifty) per Sq. Ft per month on super 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 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. Within 7 days of issuance of Letter of Acceptance, the Licensee and SSCL shall carry out a joint inspection of the property as detailed in Annexure-1.
- 5.8. Measurement of actual super built-up area of Food Court and Gaming Zone: Actual super built-up area of Commercial Premise of Food Court and Gaming Zone 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 super built-up 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./Month on super 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 a joint inventory list shall have to be prepared by the Parties.
- 5.11. **Security Deposit:** The Licensee shall provide a Security Deposit equivalent to six (6) months' License Fee. This Security Deposit shall be furnished in the form of an irrevocable and unconditional Bank Guarantee issued by any nationalized bank or Indian Scheduled Commercial Bank listed in the Second Schedule of the Reserve Bank of India Act, 1934. The Bank Guarantee shall be made in favor of the "CEO, Shillong Smart City Limited" and shall be payable at Shillong. The initial validity of the Bank Guarantee shall be for a period of five (5) years, and it shall be further kept valid for the entire duration of the License Period plus an additional one hundred eighty (180) days.
- 5.12. **Tenure of License Agreement:**
- 5.12.1. Licensing Rights of Commercial Premise for Food Court and Gaming Zone shall be for a period of 5 (Five) years from the date of hand over of Commercial Premise.
- 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 3 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, even 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.

5.15. HVAC Charges:

- i. The Polo Commercial Complex has a dedicated Energy meter which will provide the units consumed on HVAC.
- ii. The 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.

5.16. Insurance: During the license period, the 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.

5.17. Facility Management Services (FMS): The Facility Management Services (FMS) for the common areas of the Polo Commercial Complex—including, but not limited to, passages, toilet blocks, entry lobbies, landscaped areas, security and other shared spaces—shall be undertaken by a Common Facility Management Services (CFMS) Agency appointed by Shillong Smart City Limited (SSCL). The Licensee(s) of the Food Court and Gaming Zone shall be liable to pay the monthly Common Area Maintenance (CAM) Fee to SSCL. The CAM Fee shall be calculated and apportioned among all licensees on a pro-rata basis, in proportion to the super built-up area licensed to each Licensee.

5.18. 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 Licensee to obtain all the necessary approvals from the statutory authorities. The Licensor shall provide the necessary letters for the 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 Licensee to ensure that all affected areas are brought back to original condition, as per satisfaction of the Licensor.

5.19. The Selected Bidder shall not be permitted to exit the Contract for a period of one (1) year from the commencement of Operation and Maintenance of the Food Court and Gaming Zone. In the event of any breach of this obligation, the Authority shall be entitled to forfeit the Performance Security, and/or claim liquidated damages, without prejudice to its rights to seek any other remedies available under the Contract or applicable law.

5.20. LIQUIDATED DAMAGES: In case of any delay, default or non-performance by the Licensee in fulfilling its obligations under this Agreement (including but not limited to delay in commencement of operations, delay in payment of License Fee or CAM charges, failure to maintain service standards, or breach of statutory obligations), the Authority shall be entitled to recover Liquidated Damages (LD) as follows:

a) Delay in Commencement of Operations: 1% (one percent) of the Performance Security for each week of delay beyond the Commencement Date, subject to a maximum of 25% of the Performance Security.

b) Delay in Payment of License Fee / CAM Charges: 0.5% (half percent) of the Performance Security for each week of delay, subject to a maximum of 20% of the Performance Security.

c) Failure to Maintain minimum service standards (including hygiene, safety, continuous operations, and upkeep of facilities): 2% (two percent) of the Performance Security for each verified instance of default, subject to a maximum of 25% of the Performance Security.

5.21. If the cumulative LD deductions reach 50% of the Performance Security, the Authority shall have the right to issue a Notice of Default. If corrective measures are not taken within 30 days, the Authority

may terminate the Agreement and forfeit the Performance Security in full.

- 5.22. The Recovery of Liquidated Damages shall be without prejudice to the Authority's right to seek termination, forfeiture of Security Deposit, or any other remedies available under law or Contract.

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 1, 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 Establishment, Operation and Maintenance of Food Court and Game Zone 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 2.8. 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 Agency for Establishment, Operation and Maintenance of Food Court and Game Zone on License basis at Polo Commercial Complex Shillong, Meghalaya”

Part-B:

Financial Proposal for

“Selection of Agency for Establishment, Operation and Maintenance of Food Court and Game Zone on License basis 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 Agency for Establishment, Operation and Maintenance of Food Court and Game Zone on License basis 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 Bid/s 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 of 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

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 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.

- 7.3.3. 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.
- 7.3.4. At the opening of the Financial Proposal, the bidder that quoted the **Highest License Fee in total for year-1** as per the Annexure-14 - Financial Bid Format combined for Food Court and Game Zone shall be treated as H1 bidder.
- 7.3.5. 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.
- 7.3.6. If two or more Bidders quote the same **License Fee in total for year-1 as (the "Tie Bidders")**, the SSCL shall identify Selected Bidder by the following criteria
- (i) The Bidder having higher (highest) Net Worth shall be the Selected Bidder
 - (ii) In case there is a tie between Bidders in the quoted license fee in total and the net worth then the Bidder having the higher (highest) cumulative super built-up area (measured in sq. ft) of the operational Quick Service Restaurants shall be the Selected Bidder.

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/H3Applicant(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 Security Deposit 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. 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.

8.4.3. 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.

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) accept or reject a Proposal, annul the Bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Agency, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Applicant.

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 Selected 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 cum Lease Agreement
 - b) Tender Document. i.e., the License cum Lease Agreement shall prevail over Tender Document.

Annexure -1 - Area Statement

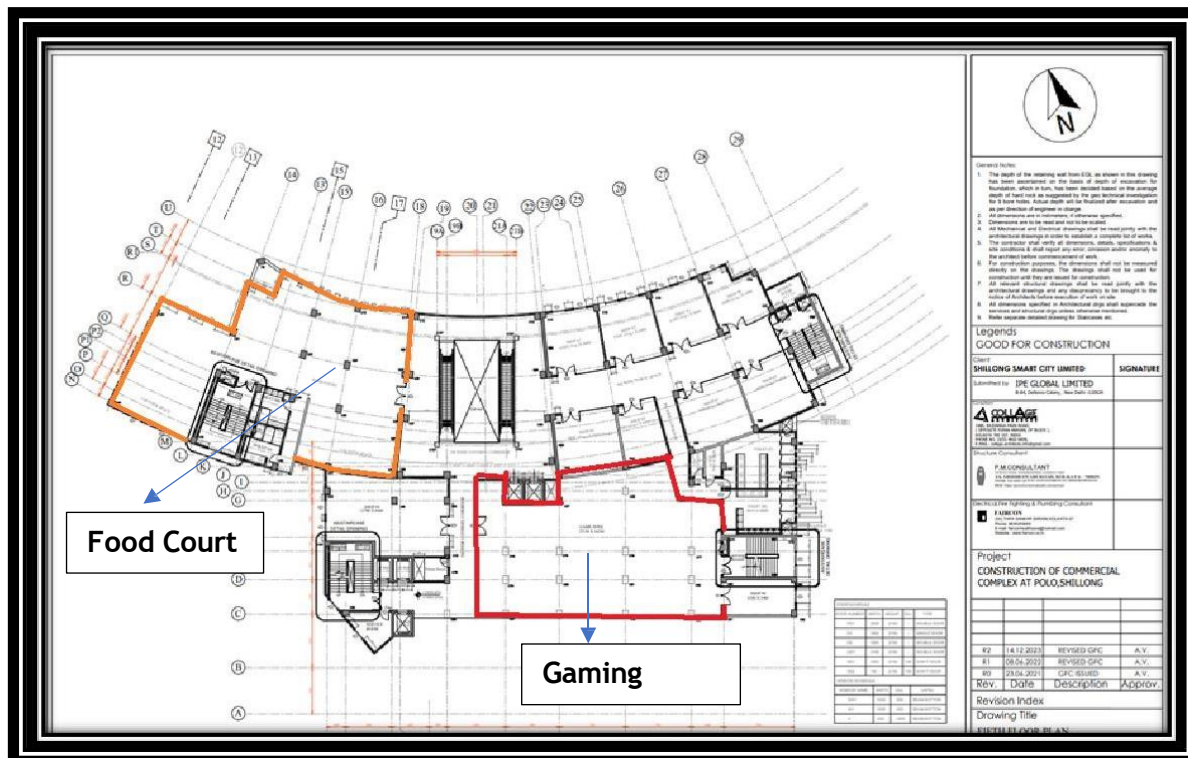
S.No	Project Component	Super built-up area (Sq. ft)
1	Food Court	7764.89
2	Gaming Zone	7512.13
	Total	15277.02

Food Court



Gaming Zone





Annexure -2 - Letter Comprising the RFP Bid

(On Official letterhead of the Bidder)

NIT No: SSCL/_____/2025/_____

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 Licensing Rights of Commercial Premise at Polo Commercial Complex- Food Court and Gaming Zone,

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 Project, 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://_____). 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:
 - 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. Proof of Incorporation
- ii. Proof of Registration as Hotel / Restaurant / Food service outlet
- iii. Proof of Registration of PAN, MSME or any other valid registration.
- iv. Proof of FSSAI Registration / License of State / Central Certification Agency as per Food Safety and Standards Act, 2006 in the relevant field.
- v. 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:

Net Worth (Rs Crores)

Name of Bidder / Member of JV / Consortium	Net worth as of 31st March 2024

Turnover (Rs. Crore)

Name of Bidder / Member of JV / Consortium	FY 21 - 22	FY 22 - 23	FY 23 - 24

- (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.

Food Court Experience						
S. No	Building Name and Description	Location	Built / Leased / Owned Sq. ft	Quick Service Restaurant/food court/restaurant	Lease Start Date	Lease End Date
1						
2						
3						
	Total					

Bowling Alley Experience						
S. No	Building Name and Location	Name of Bowling Alley	Established By the Bidder (Yes/No)	Bowling Alley Operational From (MM/YYYY)	Bowling Alley Operational To (MM/YYYY)	Number of Bowling Lanes
1						
2						
3						

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 Food Courts which are to be demonstrated as a part of technical evaluation in the proposal.
- A Duplicate copy Lease or License Agreement for the Gaming Zone. A certified summary by a Chartered Accountant should accompany the agreement, clearly indicating the commencement date and the duration of the lease/license period or a copy of the Agreement for development, operation, and maintenance of the Bowling Alley for each relevant location.

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 _____, 2025.

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 Selected 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 use of Food Court and Game Zone (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 2025.

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 5 (five) 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 _____. 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 _____. 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”.

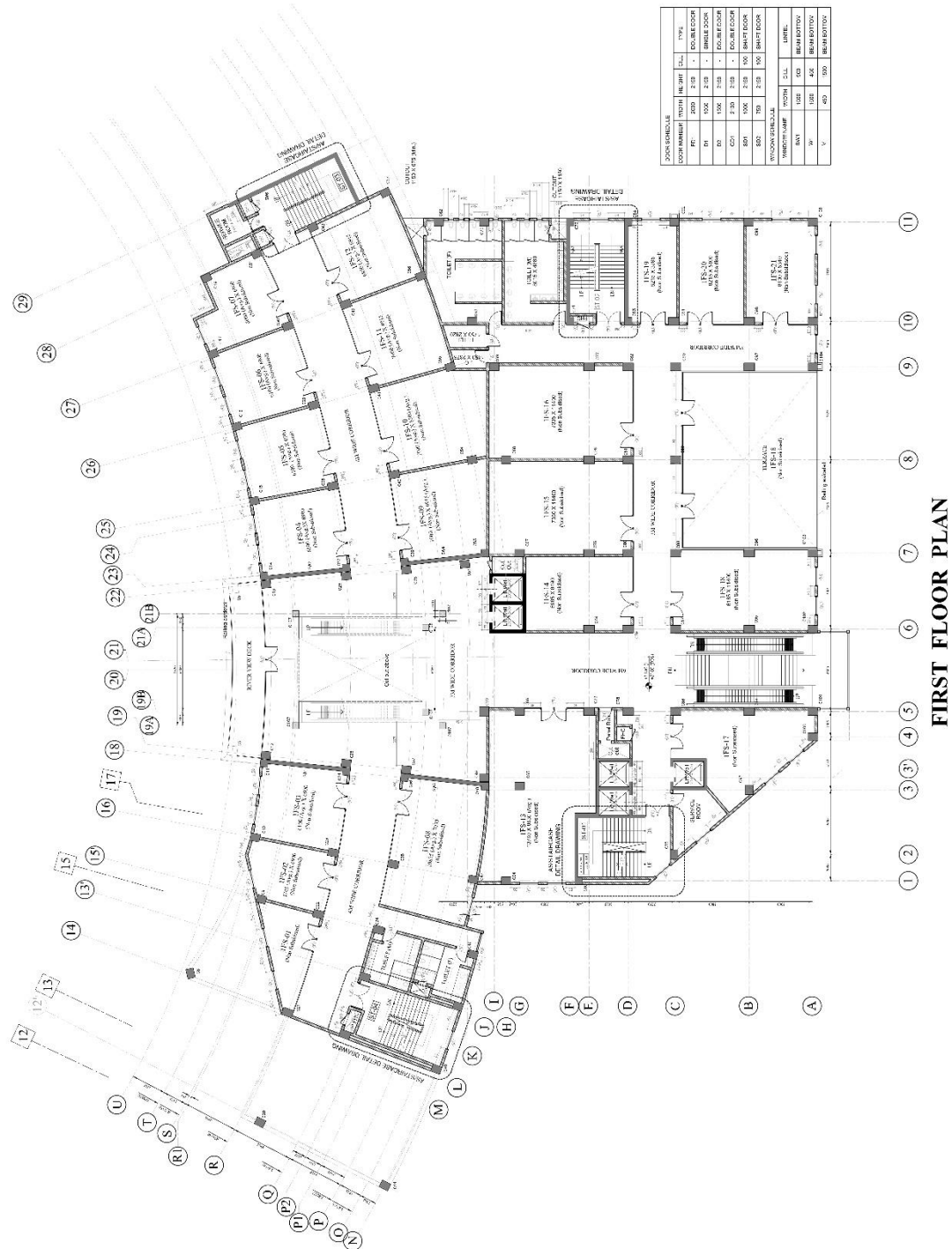
STAMP & SIGNATURE OF AUTHORISED SIGNATORY

_____ Note:

1. *In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.*

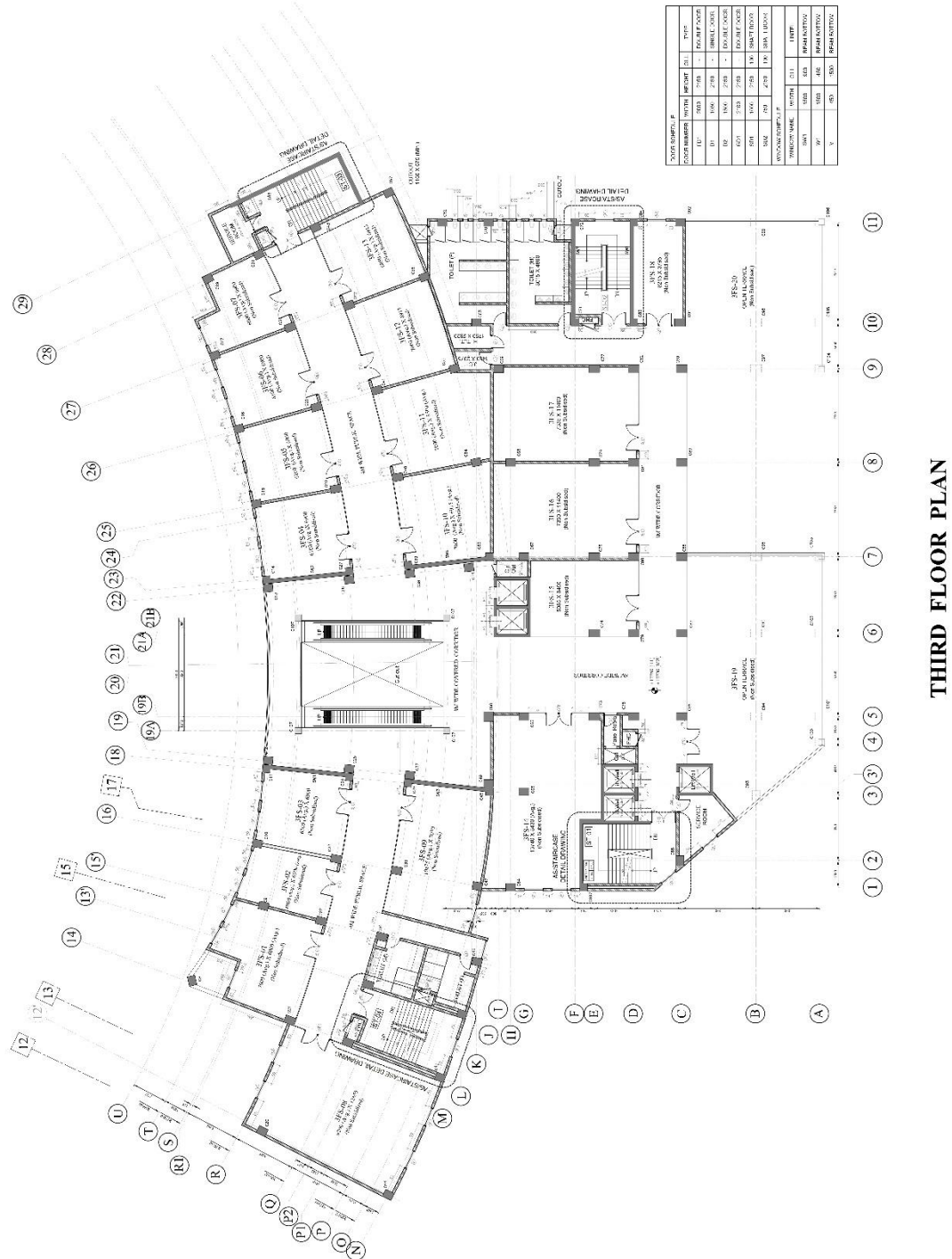
Annexure-11 - Building plans of Commercial Premise

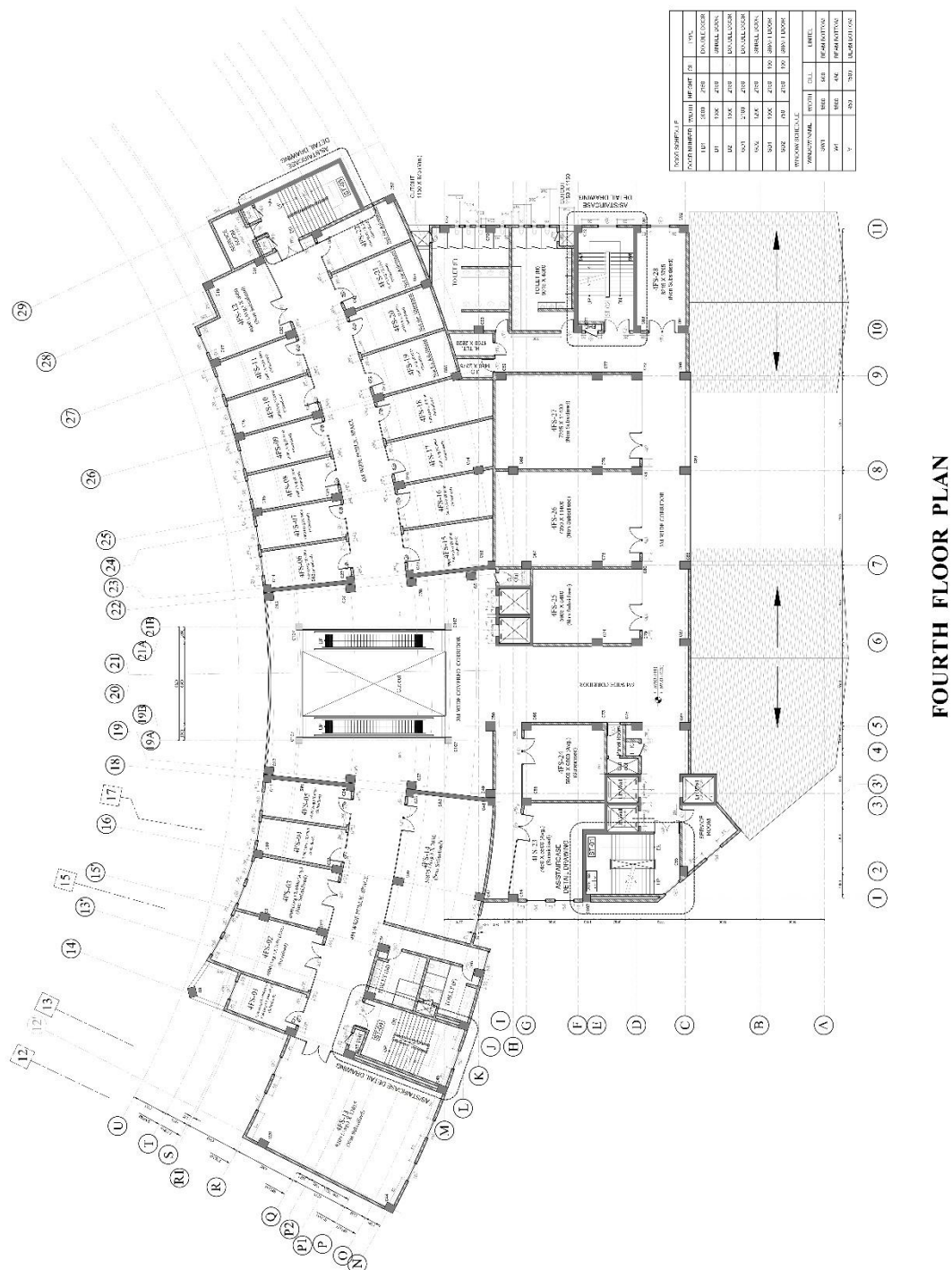
The building plans, as constructed, from first floor to sixth floor is attached

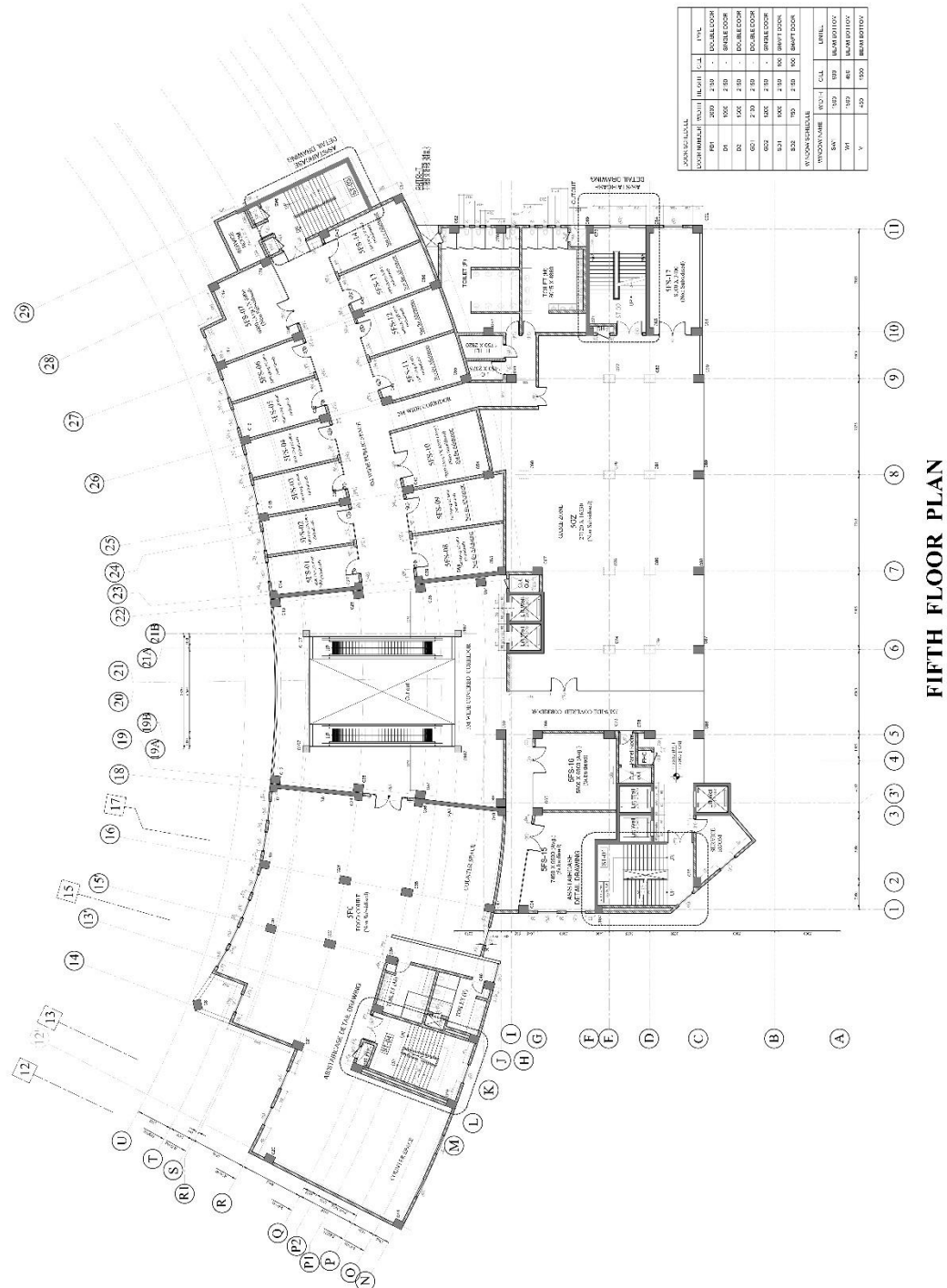


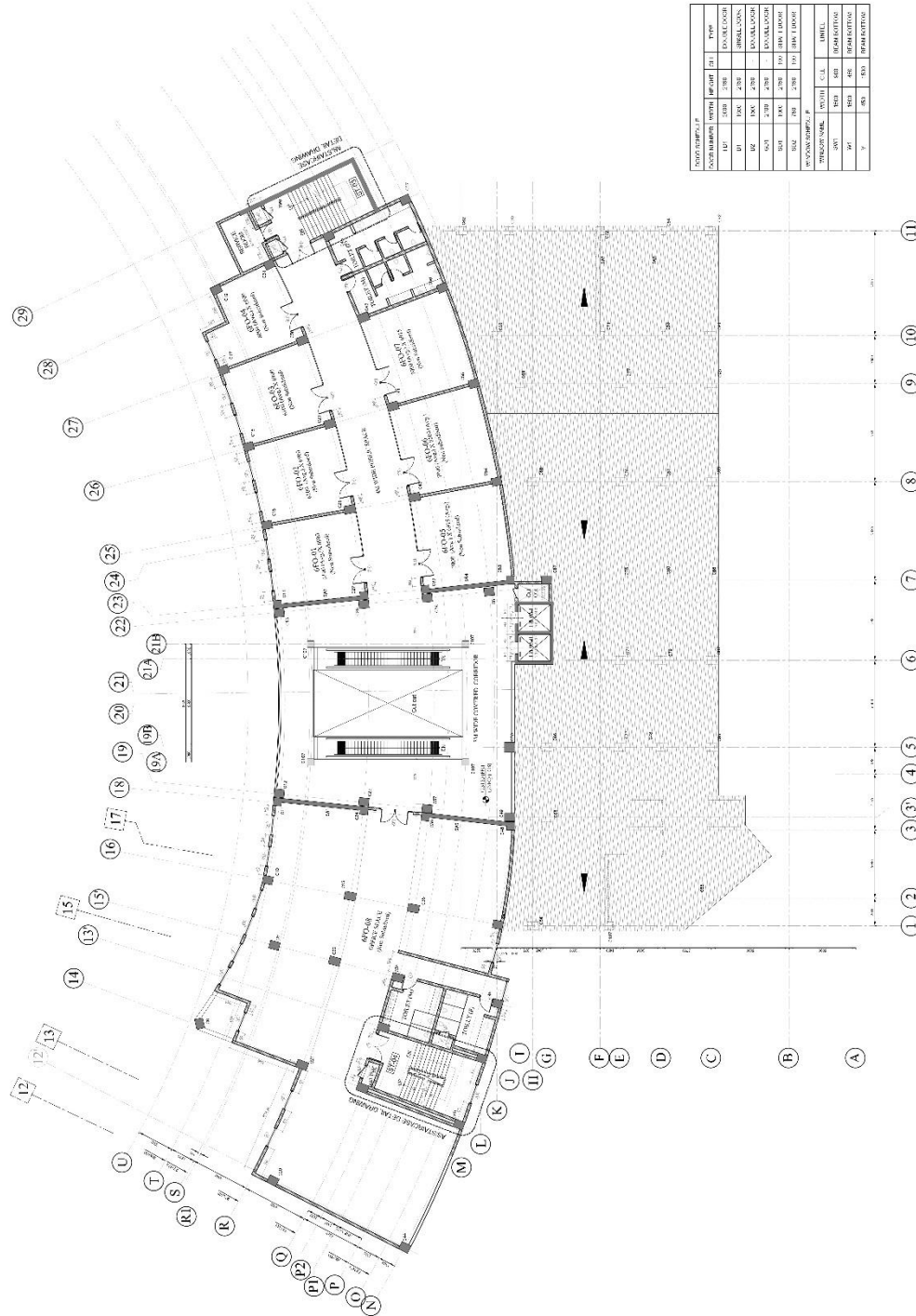
FIRST FLOOR PLAN











SIXTH FLOOR PLAN

Annexure 12 - Disclosure of past & ongoing litigation

Information regarding past, pending / ongoing Litigation / Arbitration during last five years in which the bidder / consortium member is involved.

Is the bidder / any member of the consortium involved in any past, pending / ongoing Litigation / Arbitration during last five years

Yes

No

Pending Litigation / Arbitration

Pending Litigation					
Year of dispute	Value of the work order / Contract	Amount in dispute	Outcome as Percentage of Net Worth	Details of Litigation	Details of Related Parties
(insert year)	(insert amount)		(insert percentage)		

Litigation / Arbitration History

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

Litigation History				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Details of Litigation	Details of Related Parties

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 «Licensee for Commercial Premise for use of Food Court and Game Zone 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 2,50,000/- (Indian Rupees Two Lakhs Fifty Thousand 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 180 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 Selected 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	Super 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 for Year-1 (Exclusive GST)
		A	B	C	D=A*C*12
1	Polo Commercial Complex- Food Court	7764.89	50		
2	Polo Commercial Complex- Gaming Zone	7512.13	50		
TOTAL (1+2)					

Note:

- **Taxes:** The quoted License Fee is exclusive of 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 super built-up area offered by the Licensor to the Licensee.
- **Escalation:**
 - There will be an annual escalation of 15% in every 3 years.**
 - 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 5 (Five) 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 or equal to the reserve price of INR 50/- (Indian Rupees Fifty) per Sq. Ft/Month on super 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: Sample License Agreement

This License Agreement ("Agreement") is executed on this _ day of __2025, at Shillong, Meghalaya:

BETWEEN

Shillong Smart City Limited (SSCL), a Government of Meghalaya undertaking, having its office at House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Shillong – 793003 (hereinafter referred to as the "Licensor"),

AND

[Name of Selected Bidder] ("Licensee"), a [Company/LLP/Firm] incorporated under the [Applicable Law], having its registered office at [Full Address], which has been selected through competitive bidding for the Food Court at Polo Commercial Complex.

1. PREMISES & PURPOSE

The Licensor hereby grants to the Licensee a license to occupy and use Food Court and Gaming zone, Floor __at Polo Commercial Complex, Shillong, measuring __ sq. ft. super built-up area (hereinafter referred to as the "Premises"), strictly for commercial purposes approved by SSCL. No residential and no other commercial use shall be permitted.

2. LICENSE PERIOD

The license shall be valid for five (5) years, commencing from the date of possession. Renewal, if any, shall be based on mutual agreement and subject to satisfactory performance.

3. LICENSE FEE & CHARGES

- a. Licensee shall pay ₹__per sq.ft/month (rounded as per IFB) = ₹_____/month.
- b. Payment shall be made quarterly in advance, within the first 7 days of the quarter.
- c. CAM Charges, electricity, water, waste disposal, and any additional service or tax shall be borne by the Licensee.
- d. Failure to pay rent for three consecutive months shall attract termination and a penalty of ₹100/day from the date of default.

4. SECURITY DEPOSIT

An interest-free refundable security deposit, equal to six months' rent ("Security Deposit"), shall be deposited prior to possession. SSCL at its discretion may adjust any unpaid charges, penalties, damage, dues, or restoration cost, etc from the security deposit at the time of refund.

5. OBLIGATIONS OF THE LICENSEE

- a. Maintain the Premises in good, hygienic condition and ensure no encroachment or nuisance.
- b. Use the Premises only for commercial purposes (Food Court and Gaming).
- c. Not alter or sublet the Premises without SSCL's written permission.
- d. Obtain utility and service connections (electricity, phone, signage etc.) at own cost with approval.
- e. Pay utility bills and statutory charges (e.g., taxes, cess, waste fees) directly to the authority.
- f. Install proper signage, maintain fire safety equipment, and keep surroundings clean.
- g. Submit to SSCL details of all employees working in the Premises, and update changes.
- h. Refrain from storing hazardous/inflammable materials or causing law and order disruptions.

- i. Ensure insurance for own goods, furniture, and fixtures against fire, theft, or damage.
- j. Not use fire (except for licensed kitchens/restaurants with prior SSCL consent).

6. OBLIGATIONS OF THE LICENSOR (SSCL)

- a. Provide access to the Premises in warm shell condition (basic plastering, electrical conduits, plumbing access).
- b. Facilitate common infrastructure such as elevators, firefighting systems, and maintenance agency.
- c. Issue valid receipts for rent and deposits.
- d. Bear responsibility for property tax and structural repairs (except damage caused by Licensee).
- e. Inspect Premises with reasonable prior notice to ensure compliance.

7. LIQUIDATED DAMAGES

7.1 In case of any delay, default or non-performance by the Licensee in fulfilling its obligations under this Agreement (including but not limited to delay in commencement of operations, delay in payment of License Fee or CAM charges, failure to maintain service standards, or breach of statutory obligations), the Authority shall be entitled to recover Liquidated Damages (LD) as follows:

(a) Delay in Commencement of Operations: 1% (one percent) of the Performance Security for each week of delay beyond the Commencement Date, subject to a maximum of 25% of the Performance Security.

(b) Delay in Payment of License Fee / CAM Charges: 0.5% (half percent) of the Performance Security for each week of delay, subject to a maximum of 20% of the Performance Security.

(c) Failure to Maintain Minimum Service Standards (including hygiene, safety, continuous operations, and upkeep of facilities): 2% (two percent) of the Performance Security for each verified instance of default, subject to a maximum of 25% of the Performance Security.

7.2 If the cumulative LD deductions reach 50% of the Performance Security, the Authority shall have the right to issue a Notice of Default. If corrective measures are not taken within 30 days, the Authority may terminate this Agreement and forfeit the Performance Security in full.

7.3 Recovery of Liquidated Damages shall be without prejudice to the Authority's right to seek termination, forfeiture of Security Deposit, or any other remedies available under law or this Agreement.

8. INDEMNITY

The Licensee shall indemnify, defend and hold harmless the Licensor, its officers and employees, from and against any and all losses, damages, liabilities, claims, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with the Licensee's use and occupation of the Premises, including but not limited to (i) breach of any terms of this Agreement, (ii) violation of any applicable law, rule or regulation, or (iii) any act, omission, negligence or misconduct of the Licensee, its employees, agents, contractors or visitors. This indemnity shall survive the termination or expiry of this Agreement.

9. Limitation of Liability

The Licensor's liability under this Agreement shall be limited solely to providing access to the Premises and common facilities as specified herein. The Licensor shall not be liable for any indirect, consequential, or incidental loss, including loss of business, profits, or goodwill, nor for any damage to the Licensee's goods or property, except where directly caused by the Licensor's gross negligence or wilful misconduct.

10. GENERAL TERMS

- a. This is a license, not a lease or tenancy; No leasehold or other proprietary rights are conferred upon the Licensee.

- b. The Licensee may not claim renewal as a right but can apply afresh.
- c. Any repairs required due to wilful negligence must be borne by the Licensee.
- d. SSCL may waive or relax any terms via written consent.
- e. SSCL retains the right to sell or assign its interest; Licensee shall have no objection provided terms are honored.
- f. The Licensee must not place goods/furniture outside the Premises or tamper with building systems.
- g. The Licensor shall insure the building structure, while the Licensee shall be responsible for insuring its own goods, equipment, furniture and fixtures within the Premises.
- h. The Licensee shall bear and pay applicable GST or any similar tax/levy on the license fee and other charges under this Agreement.

11. DETERMINATION AND TERMINATION

- a. On expiry, Licensee must vacate unless a new agreement is executed.
- b. Either party may terminate by giving 3 months' notice in writing.
- c. In case of breach by the Licensee, SSCL may give 1 month to cure, failing which termination may follow.
- d. Upon expiry or termination, the Licensee shall vacate and hand back the Premises in good condition
- e. Upon expiry or termination, Licensee must vacate within 7 days and handover the same to the SSCL in good conditions subject to normal wear and tear
- f. If not removed, such items shall vest with SSCL.

12. DISPUTE RESOLUTION

Disputes shall first be referred to the Chief Executive Officer, SSCL. If unresolved, they shall be escalated to the Chairperson, SSCL Board, whose decision shall be final and binding on both parties.

13. JURISDICTION

All legal proceedings shall be subject to the exclusive jurisdiction of the courts in Shillong, Meghalaya.

14. SCHEDULE OF PREMISES

Food Court and Game Zone, Floor _____, Polo Commercial Complex, Shillong – 793001, measuring approximately ____sq.ft. super built-up area.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first above written.

FOR THE LICENSOR

Shillong Smart City Limited

(Signature with seal)

Name: _____

Designation: _____

FOR THE LICENSEE

(Signature)

Name: _____

Designation (if applicable): _____

Witnesses: -

1. Name:

Father's Name:

Age:

Occupation:

Address:

2. Name:

Father's Name:

Age:

Occupation:

Address: