



**Shillong Cantonment Board**  
**13-Pine Walk, Near Rhino Auditorium, Shillong-793001**  
**Tele: 0364-2223929 Email Id- cbshillong@dgest.org**  
**Website- [www.cbshillong.org.in](http://www.cbshillong.org.in)**  
**“Har Kam Desh ki Naam”**



## **TENDER DOCUMENT**

**NIT No: SHG/4/TC/PARKING/DE/**

**Date:07/09/2020**

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## **1. General Instruction to Bidders/Tenderers**

### **1.1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders processed online are required to get registered on the Central Public Procurement Portal i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

### **1.2.Download of Tender Documents:-**

The bidders can view and download the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the website [www.eprocure.gov.in](http://www.eprocure.gov.in)

### **1.3.Pre-requisites for online bidding:-**

In order to bid online on the portal, the user machine must be updated with the latest Java. The link for downloading latest java applet and “DSC setup” Java Utility is available on the Home page under the tab ‘Download’ of the e-procurement Portal.

### **1.4.Key Dates:-**

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT) and Tender Schedule. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders (NIT).

### **1.5.Bid Preparation and Online Submission (Technical & Financial):-**

The bidders shall upload all their relevant documents required for participating in the tender.

The bidders should download the Financial Bid BOQ Format from CPP Portal and filled the blank spaces provided form mentioning the Bidder name and the rates. Bidder shall quote their rate in BOQ format and upload the same in excel format.

*No documents has to be submitted offline except only when asked for*

## 2. Important Dates

1	Publishing Date and time of tender documents through E procurement <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .	09.09.2020	at	1000	hours
2	Start Date and Time for downloading of tender documents	09.09.2020	at	1000	hours
3	Last Date and Time for downloading of tender documents	22.09.2020	at	1700	hours
4	Start date and time of Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	09.09.2020	at	1000	hours
5	Last date and time for Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	22.09.2020	at	1700	hours
6	Last Date and time for submission of original application, tender fee and earnest money deposit in the form of Demand Draft/Cheque from any scheduled/ Nationalized Bank in favour of Chief Executive Officer, Shillong Cantonment Board, in the office of Cantonment Board, Shillong ( in original). Copy shall be uploaded online and original to be submitted offline as per due dates. Copy of F-1 shall be uploaded online and original to be submitted offline as per due dates.	21.09.2020	at	1700	hours
7	Date and time for opening of Technical bids (Cover 1)	25.09.2020	at	1500	hours
8	Date and time for opening of Financial bids (Cover 2)				

### 3. Terms and Conditions

#### 3.1. General

1. The allotment shall be made purely on 'as is where is' basis and no representation for dispute in the area or any account, whatsoever, shall be entertained in this regard. Area given in tender is a super area.
2. **Tender application for fresh allotment will be entertained only upon furnishing a "No dues Certificate" in the form of an undertaking on non judicial paper that nothing is payable against him/them from any previous contract/agreement/work awarded by the Shillong Cantonment Board.**
3. The detailed terms and conditions of allotment shall be as per the [Draft Surface Parking Licence Agreement enclosed - F7](#)
4. The period of contract shall be for Twelve months from the date of agreement subject to the provisions contained in [Draft Surface Parking Licence Agreement enclosed - F7](#)
5. Shillong Cantonment Board reserves the right to allot/cancel the Tenders invited for the allotment of any/all parking lots as it may consider deem fit and proper and to reject any/all the tenders/applications without assigning any reasons.
6. The Agency/Contractor must have minimum one year experience in executing/providing similar services/works to Central Government/State Government/ Cantonment Boards/offices or reputed public/private sector organizations for the last financial year i.e upto March, 2020. Copy of work order/documents are to be attached.
7. Shillong Cantonment Board may withdraw/ change locations of the parking site/ sites without assigning any reason from the tender at any stage.
8. Time is essence.
1. The Agency/Contractor must have sound financial stability or Financial Stability Certificate must obtained from the same Bank which the EMD and Security Deposit was made with an average annual turnover which is equal to or more than the financial Bid Amount calculated for a period i.e minimum of 1 (one) year. (Copy of audited balance sheets and ITR certificates must be enclosed).
9. The Agency/Contractor should not have been blacklisted by any Central Government/State Government/ Cantonment Boards/offices or reputed public sector organizations and Agency/Contractor should not have any litigation in any of the Labour Court(s). An affidavit to that effect on Non Judicial stamp paper of Rs. 10/- duly notarized should be enclosed with the Technical Bid. Also to note that the applicant is /has not formed/part of any cartel at any time for processing any contract including the present tender.
10. Only those bidder whose Technical Bid has been accepted, the financial bid will be evaluated.
11. The person whose tender has been accepted by the competent authority shall not be permitted to withdraw his tender.
12. The officer conducting the tenders shall normally accept the highest tender Amount subject to confirmation by the competent authority provided that the highest tendered amount is considered reasonable for acceptance by tender committee members.
13. The competent authority shall be entitled to reject any tender without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the tender is not accepted by the competent authority, the earnest money deposited at the time of tender, shall be refunded without any interest.
14. While finalizing the tenders, the accepting authority may also at its discretion, form a panel (waiting list) from among the tenderers in accordance with the amount tendered by them. In case of failure of the successful tenderer to comply with the terms and conditions of the tender leading to cancellation of his tender or contract, as the case may be, Shillong Cantonment Board represented by The Chief Executive Officer,

Shillong Cantonment Board would be well within its right to allot the site to the next tenderer on the panel. The accepting authority reserves the right to include or exclude the name of any intending tenderers on the panel. The decision of accepting authority shall be final and binding on the intending tenderers.

15. **The Earnest Money as specified in [General Criteria F4](#) shall be deposited at the time of submission of tender will be adjusted against the Security Deposit (equivalent to 10% of the bid amount and treated as interest free security deposit) and other subsequent dues.**
16. In case the highest tenderer fails to pay 1<sup>st</sup> instalment of license fee and interest free security deposit equivalent to 10% of the bid amount within 10 days from the date of issue of letter of acceptance, the tender shall stand cancelled and the earnest money shall stand forfeited. The accepting authority then shall be competent to allot the site to the next tenderer on the panel or to re-auction/ tender the parking site. The EMDs of only unsuccessful tenders will be returned within 60 days of issue of allotment to the successful tenderer.
17. The licensee/CONTRACTOR would be required to execute an agreement on a non-judicial stamped paper worth Rs.100/- with SHILLONG CANTONMENT BOARD as per format - F7 before taking over possession and within 10 days of issue of letter of acceptance.
18. The successful bidder would be required to make payment of license fee in advance on two installment basis by the 10<sup>th</sup> of every month when called for to make payment (Intimated by The Chief Executive Officer, Shillong Cantonment Board) vide a demand draft only (on scheduled commercial bank) drawn in favour of “ Chief Executive Officer, Shillong Cantonment Board”. In case of failure to deposit the license fee in time, interest @ 24% p.a. will be leviable from the due date of the deposit until the date of deposit. In case of delay up to 14 days, interest shall be payable for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month. In case License fees is not paid on due date, a notice will be issued to the contractor to pay his dues with in 10 days. If dues are not paid in that period, Termination Notice will be issued by giving him time for another 10 Days. If dues are not paid even in that period, Termination letter will be issued immediately and parking will be taken over by SHILLONG CANTONMENT BOARD.
19. Though SHILLONG CANTONMENT BOARD will make all out efforts to handover the parking site as soon as possible, but in case there is delay in handing over the parking lot on whatsoever reasons from SHILLONG CANTONMENT BOARD side, the licensee/CONTRACTOR will not make any claim, compensation, damage on this account.
20. All the pages of this Tender Document have to be signed in acceptance of the terms and condition mentioned herein and enclosed with the submission.
21. A board containing clear information about the parking rates will be displayed by the Contractor in the parking areas. No licensee/CONTRACTOR will be allowed to charge exorbitant rates other than official parking rates. If anyone is found charging more than the official rates, he will be penalised with a fine upto Rs. 10,000/- or as mentioned in the Clause 10 (Penalty) of the Surface Parking Licence Agreement mentioned in this Tender Document. If he breaches the terms and conditions in this regard more than three times, then his licence will be cancelled and security deposit will be forfeited.
22. **In the parking areas/sites mentioned in Schedule I of this tender document, heavy vehicle parking is not allowed after 8 P.M.**
23. **The licensee/CONTRACTOR should not collect parking fee from any vehicles after 8 PM in parking areas/sites mentioned in Schedule I of this tender document (wherever applicable).**
24. Clear demarcation lines for parking areas will be done by the board and the licences are

not allowed to breach the demarcation lines. 24 hours parking is allowed for the vehicles owned by the residents of the Cantonment area in the Cantonment Bazar Road after the payment of charges fixed by the board. These charges will be paid by the residents of the said area directly to the board on monthly/ yearly basis. The residents will be provided with the passes and stickers for their vehicles. The licensee/CONTRACTOR of the said area is not allowed to collect parking fee from the vehicles of residents which have stickers/passes given by the Cantonment Board.

### 3.2. Technical Bid (Cover 1)

All the forms available in the stage needs to be filled in properly and all the documents required needs to be uploaded online at [www.eprocure.gov.in](http://www.eprocure.gov.in) in the required format and should be clearly visible. Tenders not containing or not accompanied by the aforesaid documents / details would not be considered and would be rejected outright. Technical bid will be opened first and only if it is found complete in all respect The Financial bid would be opened. The decision of Chief Executive Officer, Shillong Cantonment Board shall be final and binding. No claim whatsoever in this regard shall be entertained. Technical bid should contain the following documents:

- I. [Tender Form F1 – Cover 1](#) – pdf format
- II. [Work Experience F2 – Cover 1](#) – pdf format
- III. [Financial Standing F3 – Cover 1](#) – pdf format
- IV. [Signed & Scanned copy of Application for License F6 – Cover 1](#) – pdf format
- V. [Signed & Scanned copy of Draft agreement F7 Cover 1](#) of the tender document and Signed & scanned copy of Proof of residence duly attested, Proof of ID duly attested, Copy of PAN Card self attested/ Service Tax No, Proof of ITR/Balance Sheet, Experience Certificates. **You Can upload multiple page pdf document** – pdf format
- VI. Signed & Scanned copy of [Letter of Acceptance F8](#) –pdf format
- VII. Signed & Scanned copy of DD/Cheque for Tender Fee as stated in clause- 3.6 of this tender document– pdf format.
- VIII. Signed & Scanned copy of DD/Cheque for EMD as stated in clause- 3.7 of this tender document – pdf format.
- IX. Signed & Scanned copy of an affidavit to the effect that the Agency/Contractor has not been blacklisted by any Central Government/State Government/ Cantonment Boards/offices or reputed public sector organizations and Agency/Contractor is not having any litigation in any of the Labour Court(s) on Non Judicial stamp paper of Rs. 10/- duly notarized.
- X. Signed & Scanned copy of every page of this Tender document –pdf format
- XI. Signed & Scanned copy [of Checklist F9](#) –pdf format

### 3.3. Financial Bid (Cover 2)

The tenderers needs to submit their Financial bid in the specified format made available in Financial bid stage of the tender and needs to be submitted online at the e-tendering portal i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in).

The financial bid in prescribed BOQ format i.e in excel sheet has to be uploaded by the bidder. Rates are to be quoted in figure only in the prescribed format and CONTRACTOR shall be fully liable to pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and Shillong Cantonment Board shall not entertain any claim (s) in this regard.

### 3.4. Submission of Bids

The tender document can be downloaded only from [www.eprocure.gov.in](http://www.eprocure.gov.in) and can only be submitted through the same website. Scanned copies of all the documents as mentioned in **clause-3.2** above including scanned copies of EMD in the form of CHEQUE or DD & Tender Fee (including Registration fee) should be submitted with e-bid.

**It is also required to submit hardcopies of only EMD & Tender Fee at Shillong Cantonment Board, 13 Pinewalk Area, Shillong - 793001 on or before as mentioned above under Clause 2 of this tender document.**

### 3.5. Opening of the bids

Technical Bids will be opened on 25<sup>th</sup> Sep, 2020 at 1500 Hrs.

Financial Bids of the eligible bidders will be taken into consideration only after opening of Technical Bids. Offline Bids will not be accepted under any circumstances.

### 3.6. Tender Fees

#### I. **TENDER FEE (including registration fee)**

Tender Fees(Non Refundable) as per [General Criteria F4](#), in the form of Demand Draft in favor of the Chief Executive Officer, Shillong Cantonment Board, payable at Shillong should be submitted as mentioned in clause 3.4 of this tender document.

#### II. **REGISTRATION FEE**

Cost of registration as per [General Criteria F4](#) non refundable which is already included in the Tender fee.

### 3.7. Earnest Money Deposit (EMD)/BID SECURITY

- I. Earnest Money deposit would be as per [General Criteria F4](#) in favour of Chief Executive Officer, Shillong Cantonment Board, Shillong and should be submitted as mentioned in [General Criteria F4](#) of this tender document. EMD should be valid for at least 6 (Six) months.
- II. EMD of all the unsuccessful bidders will be returned to them only after finalization of the tender .EMD of the successful bidders will be returned only after receipt of Performance Security/ Security Deposit.
- III. In case of successful tenderers, the EMD may be adjusted towards the Performance Security Money/Security Deposit to be deposited, on request.
- IV. The amount of EMD is liable to be forfeited if the tenderers refuse the offer after submission of the tender or after the acceptance of the offer by the Shillong Cantonment Board or fails to sign the contract or to remit the Performance Security Deposit/Security Deposit.
- V. No interest will be paid by the Shillong Cantonment Board on the EMD/Performance Security/Security Deposit deposited.



#### 4. Tender Form F1 – Cover 1

### Shillong Cantonment Board

## TENDER FOR PARKING RIGHTS AT VARIOUS SITES IN SHILLONG CANTONMENT AREA

Letter No. SHG/4/TC/PARKING/DE/

Dated : 20

### Tender form

Name of work : Collection of parking fee rights from\_\_\_\_\_.

Location : Shillong Cantt.

Period of contract : One year from the date of agreement.

Cost of tender Form : Rs. 1100/-

Cost of registration : Rs. \_\_\_\_\_

Total Tender Fee : Rs \_\_\_\_\_ Draft No. ./Cheque No. \_\_\_\_\_ dt. \_\_\_\_\_

Earnest Money Deposit : Rs. \_\_\_\_\_ Draft No. /Cheque No. \_\_\_\_\_ dt. \_\_\_\_\_

Last Date & Time for  
Submission of tender form : \_\_\_\_\_ at 1700 hours

Date & Time for  
Opening of tender form : \_\_\_\_\_ at 1500 hrs (Technical Bid)

Name of contractor/Agency :

Address :

Signature of Tenderer  
On behalf of the applicant/Tenderer

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## 5. Experience F2 – Cover 1

### Work Experience:

1. The Agency/Contractor must have minimum one year experience in executing/providing similar services/works to Central Government/State Government/Cantonment Boards/offices or reputed public/private sector organizations for the last financial year i.e. up to March, 2020. Copy of work order/documents are to be attached.

S.No.	Name of site	Similar completed work's Time Period i.e. Starting date and completion date	Amount of Similar completed work (In INR)
1			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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## 6. Financial Standing (Annual Turnover) F3 – Cover 1

2. The Agency/Contractor must have sound financial stability or Financial Stability Certificate must obtained from the same Bank which the EMD and Security Deposit was made with an average annual turnover which is equal to or more than the financial Bid Amount calculated for a period i.e minimum of 1 (one) year. (Copy of audited balance sheets and ITR certificates must be enclosed).

S. No.	Name of site	Average turnover of last three audited financial year (In Lakhs)
1		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

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## 7. General Criteria F4

### For Parking Rights in the various Sites in Shillong Cantt.

In order to provide transparent bidding, e-tenders in single packet systems are invited from reputed parking contractors for parking rights, for a period of **twelve months** (Further extendable by another one years), at the following sites:-

S. No.	Name of site	Cost of tender (Rs.)			Cost of EMD (Rs.)
		Cost of Tender form	Registration Fee	Total	
1	<b>Cantonment Bazar Road</b>	1100/-	8250/-	<b>9350/-</b>	59,148/-
2	<b>Bouchier Road</b>	1100/-	8250/-	<b>9350/-</b>	31,123/-
3	<b>T.B. Hospital Road</b>	550/-	3300/-	<b>3850/-</b>	4,868/-
4	<b>Trenching Ground road</b>	1100/-	8250/-	<b>9350/-</b>	36,875/-
5	<b>Space Infront of Cantonment. Board Godown</b>	1100/-	8250	<b>9350/-</b>	38,645/-

## 8. Scope of Work/Schedule Of Parking Site - F5

The prospective tenderer is requested to verify and satisfy himself/herself/their self about the areas suitability before tendering. The allotment shall be made purely on 'as is where is' basis and no representation for dispute in the area or any account, whatsoever, shall be entertained in this regard.

### (a) Schedule of area (Super area):

The prospective quotationer/Applicant/Contractor is requested to verify and satisfy himself/herself/their self about the areas suitability before submission of documents-

S. No.	Name of parking site	Approximate area (Sqm)	Estimated amount per year (Lacs)
1	Cantonment Bazar Road	555 Sqm	23,65,900/-
2	Bouchier Road	353.16 Sqm	12,44,900/-
3	T.B. Hospital Road	770.00 Sqm	1,94,700/-
4	Trenching Ground road	1107.5 Sqm	14,75,000/-
5	Space Infront of Cantt.	616 Sqm	15,45,800

### Remarks:

1. During validity of license SHILLONG CANTONMENT BOARD may reduce the parking area depending upon their requirement. The license fee shall be reduced proportionally.

- In case of decrease license fee will be proportionate to the area allowed/ handed over for parking.
- In case parking area is increased during validity of license, the rates for increased area shall be mutually agreed.
- Please note that names and spellings of stations may change and no compensation or claim will be entertained on this account.

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**9. Application for License - F6**

**Shillong Cantonment Board**

NAME OF TENDERER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**To,  
The Chief Executive Officer  
Shillong Cantonment Board  
13 Pinewalk, Shillong Cantt.  
Shillong-793001.**

Dear Sir,

**Subject:** Application for grant of License, for \_\_\_\_\_ year (Further extendable by another \_\_\_\_\_ years) for parking site under Shillong Cantonment at \_\_\_\_\_ site.

**PARTICULARS OF TENDERER:**

- 1. Name (in Block letters).....
- 2. Name of father/husband.....
- 3. Age.....
- 4. Full address (residential).....
- .....
- 5. Address( Occupational).....
- .....
- 6. Contact Telephone No.....

**A) PARTICULARS OF PARKING SITE:**

- 1. **Name of parking site-** \_\_\_\_\_
- 2. I/We, shall deposit with SHILLONG CANTONMENT BOARD as interest free security deposit an amount of 10% of the accepted bid amount within ten days of the receipt of letter of acceptance.
- 3. **I/We certify that, I/We have verified the site and find the same suitable for the purpose of parking and are fully satisfied with the site conditions.** I/We certify that I/We are also fully aware that the site plan attached with this document is tentative and **the said space includes provision for traffic integration and landscaping, and shall accordingly tender taking note of this fact.**
- 4. I/We shall keep this offer valid for a period of 180 days from the date of opening of this tender. I/We the undersigned being the tenderer as mentioned above, hereby apply to the Shillong Cantonment Board for allotment of the parking site described above in accordance with the terms and conditions of the allotment by tender under SHILLONG CANTONMENT BOARD. **I/We have read and understood terms and conditions of tender and hereby unequivocally accept the same.** I/We shall pay the license fee and furnish the required documents in the form prescribed in accordance with terms and conditions of tender. I/We have inspected the parking site for which tender is being submitted and it is fully satisfactory and as per our requirement, even if it were to be modified at a later stage by the licensor. I/We agree to peacefully vacate the parking site as and when called upon by Shillong Cantonment Board to do so without demur. We also know that no compensation or claim on this account will be entertained.

Signature of Tenderer  
On behalf of the applicant/Tenderer

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

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**10. Draft Surface Parking License Agreement F7 Cover 1**  
**Draft Surface Parking License Agreement**

This Agreement (the "**Agreement**") for operation and maintenance of the approved parking lot is made this {day} of {month}, {year} at {place} and entered into:

**BY AND BETWEEN**[*Define the entity with complete narration*] (hereinafter referred to as the **CONTRACTOR**) and which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns, a (*state the type of contracting entity*) body, having its principal office at{*state the principal/registered place of incorporation/residence/work*},

**AND**

*Shillong Cantonment Board, Shillong* (hereinafter referred to as **Shillong Cantonment Board**)

and which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns, a body within the meaning of Cantonments Act, 2006 and having its principal office at Shillong Cantonment Board,13 Pine Walk,Shillong-793001,Meghalaya, India. **RECITALS WHEREAS**, the Shillong Cantonment Board regulates the parking of vehicles by providing surface parking facilities in its area with the objective of effecting a congestion free public transportation on roads, pathways, areas ("Parking Lots") to serve the transport commuters of/within Shillong Cantonment Board Area; and

WHEREAS, Chief Executive Officer, Shillong Cantonment Board had, invited competitive proposals through an open bid through E-tendering for operating and maintaining the parking lots. In response thereto Chief Executive Officer, Shillong Cantonment Board received proposals from several persons including the **CONTRACTOR**.

WHEREAS Shillong Cantonment Board, after evaluating the aforesaid bids accepted the Bid

submitted by the **CONTRACTOR** and issued Letter of Acceptance No. \_\_\_\_\_

dated\_\_\_\_to the **CONTRACTOR** for grant of license for operating and maintaining the surface parking lots and to collect parking charges from the public

**WHEREAS**, the parties hereto desire to set forth agreed-upon responsibilities for and in connection with the grant of license for operation and maintenance of the Shillong Cantonment Board Area ("Parking Lots").

**NOW THEREFORE**, it is hereby agreed by and between the Shillong Cantonment Board and the **CONTRACTOR** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

(i)	<b>"Act"</b> means the Cantonments Act, 2006.
(ii)	<b>"Agreement"</b> shall mean this agreement executed between Shillong Cantonment Board and the <b>CONTRACTOR</b> and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendums, Signed Tender Document and alterations hereof.
(iii)	<b>"Authority"/ "Competent Authority"/ "Accepting Authority"</b> shall mean Chief Executive Officer, Shillong Cantonment Board.
(iv)	<b>"Shillong Cantonment Board"</b> means the Cantonment Board as defined in The Cantonments Act, 2006.
(v)	<b>"Parking Lot"</b> means any Shillong Cantonment Board approved area for temporarily stationing of the vehicles.

## 2. **LICENSE FEE**

Subject to the terms and conditions herein set out, the Shillong Cantonment Board does

hereby grant and the CONTRACTOR does hereby accept the license to operate and maintain the Licensed parking lot/(s) wherever applicable out of specifically described in [Schedule I](#) of this agreement. The CONTRACTOR shall be entitled to levy and collect the surface parking fee from the users of the surface parking lots as per [Schedule- II](#) of this agreement.

In consideration of the Shillong Cantonment Board having granted such license to the CONTRACTOR, the CONTRACTOR shall pay to Shillong Cantonment Board an amount of Rs (Amount to be mentioned after completion of bidding process) per Year (the License Fees) during the term of the license

## 3. **SECURITY DEPOSIT**

Security Deposit will be 10 percent of the license fee to be deposited as a refundable interest free security deposit on the called due date (intimated by Chief Executive Officer, Shillong Cantonment Board) vide a demand draft only (on scheduled commercial bank) drawn in favour of "Chief Executive Officer, Shillong Cantonment Board" with the Shillong Cantonment Board to be released only upon successful completion of the work (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest

## 4. **DESCRIPTION OF PARKING LOTS**

The parking lots consist of the defined & marked surface parking area, parking bay within Shillong Cantonment Board limits, as more particularly described in [Schedule -I](#) the "Parking Lot Site Plan," attached hereto and incorporated herein as an integral part of this Agreement.

The allotment shall be made purely on 'as is where is' basis and no representation for dispute in the area or any account, whatsoever, shall be entertained in this regard. Area given in tender is a super area.

## 5. **TERMINATION**

If the LICENSEE/CONTRACTOR is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to Shillong Cantonment Board, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free Security deposit and Licence Fee will stand forfeited in favour of the Licensor (Chief Executive officer, Shillong Cantonment Board).

Notwithstanding anything contrary contained in this agreement, nothing would prevent the Chief Executive Officer, Shillong Cantonment Board to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the CONTRACTOR whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the Shillong Cantonment Board shall have the right to terminate the agreement without any notice for the following violations: -

- (i) If the CONTRACTOR commits breaches of any of the conditions.
- (ii) If the CONTRACTOR is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.
- (iii) If the CONTRACTOR or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the Shillong Cantonment Board or is convicted by any orders of the Court.
- (iv) If the Chief Executive officer, Shillong Cantonment Board has a reason to believe that the parking contract has been transferred/sold or in any way alienated to any third party or that the parking site has been leased, sub-leased, rented or sub-let or in any way



- alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such parking space.
- (v) If the CONTRACTOR makes any encroachment on the public land.
  - (vi) If the parking is used in such a way that it obstructs the passage for the pedestrian traffic.
  - (vii) If the parking site is used for any purpose other than parking of private cars/motorcycles/two wheelers/two wheel motor vehicle/Trucks etc.
  - (viii) If the CONTRACTOR obstructs the entry of Chief Executive Officer of the Shillong Cantonment Board or any other Officer authorized by him/her.
  - (ix) If the CONTRACTOR charges parking fee not in conformity with the prescribed rates.
  - (x) If the CONTRACTOR refuses to park any vehicle when parking space is available.
  - (xi) If the CONTRACTOR refuses to produce the complaint book to the vehicles owner/Shillong Cantonment Board.
  - (xii) If the CONTRACTOR puts up any super-structure in contravention of the terms & conditions.
  - (xiii) If the CONTRACTOR is unable to stop repairing, Washing and servicing of vehicles occurring in the Parking Lot area.

## 6. **OPERATIONS**

### (i) **Hours of Operation**

- a) The CONTRACTOR shall operate the parking lots for 14 hrs a day from 6AM to 8 PM throughout the year for all parking lots site mentioned in Schedule I of this tender document.
- b) **The licensee/CONTRACTOR should not collect parking fee from any vehicles after 8 PM in all areas.**

### (ii) **Parking Rates**

The CONTRACTOR shall charge rates for parking as approved by Shillong Cantonment Board as specified in [Schedule II](#) of this agreement.

### (iii) **Security**

The CONTRACTOR shall be responsible for and shall provide security routine and shall respond to crimes on parking lots.

### (iv) **Parking Enforcement/Towing**

The CONTRACTOR shall be responsible for the enforcement of parking payments and violations according to rules and regulations established by Shillong Cantonment Board and mentioned in this tender document. The CONTRACTOR shall assist in the towing of illegally parked vehicles, by Officer of Shillong Cantonment Board or by the Shillong Traffic Police.

### (v) **Parking Vending Machines and Revenue Collection**

The CONTRACTOR shall have to install “Point of Sale Machine” or “Hand Held Device” or any other machine/device as approved by Chief Executive Officer, Shillong Cantonment Board to record the time of entry and the Registration number of the vehicle at his/her own cost. Failure to provide and maintain such machines shall attract penalties as per provisions of this agreement.

### (vi) **Parking Area**

The CONTRACTOR shall operate the parking within the designated area as per [Schedule – I](#) to this agreement. A yellow line shall be drawn earmarking the area. No portion of any parked vehicle will be allowed to hang out of yellow line. In case of violation is observed the vehicles can be towed away by the Shillong Cantonment Board or by Traffic Police, Shillong and the CONTRACTOR will be liable for penalty as per the provisions of this agreement.

## 7. **TERMS & CONDITIONS:**

- (i) That the parking lots are allotted on 'as is where is' basis and the CONTRACTOR agrees not to raise any dispute regarding the allotted/approved area and the area shown against the respective parking lot may be treated as an approximate area.
- (ii) That the CONTRACTOR agrees that no rebate whatsoever shall be admissible for the parking lots for national functions, temporary official functions of the Shillong Cantonment Board or any entity duly authorized & permitted by the Shillong Cantonment Board to hold any function at the parking place.
- (iii) That the Shillong Cantonment Board agrees to grant license to the CONTRACTOR for a period twelve months for the period upto (To be filled by Staff of Shillong Cantonment Board) from the allotment date subject to the successful Tenderer depositing the two month's license fee with four month's Security deposit after adjustment of the Earnest Money deposited if any.
- (iv) That the license fee shall commence from the fourth day of the allotment date. Or date of receipt of the Letter of Acceptance, whichever is earlier. That it is a term of this agreement that the CONTRACTOR shall at no time raise any dispute regarding the date of commencement of license fee and nor it shall be entertained for any reason whatsoever by the Chief Executive Officer, Shillong Cantonment Board. It is agreed that should in case the CONTRACTOR defaults in the payment of instalments, this agreement shall be liable for automatic termination and forfeiture of security deposit. It is agreed that the CONTRACTOR shall be fully liable to pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and Shillong Cantonment Board shall not entertain any claim (s) in this regard.
- (v) The successful bidder would be required to make payment of license fee in advance on two instalment basis by the 10<sup>th</sup> of every called due date(Intimated by Chief Executive Officer, Shillong Cantonment Board) vide a demand draft only (on scheduled commercial bank) drawn in favour of " Chief Executive Officer, Shillong Cantonment Board". In case of failure to deposit the license fee in time, interest @ 24% p.a. will be leviable from the due date of the deposit until the date of deposit. In case of delay up to 14 days, interest shall be payable for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month. In case License fees is not paid on due date, a notice will be issued to the contractor to pay his dues with in 10 days. If dues are not paid in that period, Termination Notice will be issued by giving him time for another 10 Days. If dues are not paid even in that period, Termination letter will be issued immediately and parking will be taken over by SHILLONG CANTONMENT BOARD.
- (vi) That the CONTRACTOR agrees to deposit 10 percent of the license fee as a refundable security deposit on the called due date(Intimated by Chief Executive Officer, Shillong Cantonment Board) vide a demand draft only (on scheduled commercial bank) drawn in favour of " Chief Executive Officer, Shillong Cantonment Board" with the Shillong Cantonment Board to be released only upon successful completion of the work (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest.
- (vii) That the parties agree that the CONTRACTOR shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the license deed on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the tenderer within seven days of the date of issue of the allotment letter. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the Shillong Cantonment Board to deal with the said parking lot as it deems fit and proper. And the Shillong Cantonment Board shall also have the right to re-tender the said Parking Lot at the risk and cost of the successful bidder in order to realize the amount of loss sustained due to the failure of the successful bidder to run the activity besides forfeiting the earnest money and recovery of the loss amount. In addition the highest bidders shall also be debarred from bidding for all future auction\tender to be conducted by the Shillong Cantonment Board for any of its Parking lots\properties for a period of 5 years from the date of such debarment.
- (viii) That the parties to this agreement shall expressly communicate in writing as regards any

change in/of address, constitution or otherwise at the address & manner of communication as set in this agreement or communicated by Chief Executive officer , Shillong Cantonment Board.

- (ix) That the CONTRACTOR shall not operate for parking outside the area allocated to them as per this agreement.
- (x) That the parties hereto agree that the CONTRACTOR shall not be eligible for any rebate, refund or modification whatsoever to the CONTRACTOR's financial commitments/obligations to the Shillong Cantonment Board for whatever reason. However if the area of the parking lot is affected due to execution of any

civil/excavation work by any Shillong Cantonment Board, the CONTRACTOR shall submit his report within 7 days of the date of occurrence of the hindrance supported with photograph and verified by an officer duly authorized in this behalf by Chief Executive Officer, Shillong Cantonment Board. The proportionate rebate of intervening period from the date of receipt of notice from contractor and receipt/acceptance of report of Shillong Cantonment Board shall be worked out and will be adjusted accordingly against the license fee payable on pro-rata rate by the contractor for future period, however, till receipt and acceptance of report the contractor shall continue to pay the original license fee as fixed at the time of allotment. After completion of the work, a similar report shall also be submitted to determine the actual period of hindrance.

- (xi) That the Shillong Cantonment Board shall in no way be liable or responsible for any claims made by the contractor against any untoward incidents like theft, fire, riots, natural calamities as the change of parking by the government, whatsoever including situation arising out of law and order problems, pandemics, epidemics, etc whatsoever.
- (xii) That the contractor undertakes and finds himself/herself that he/she shall be liable to pay the monthly dues to the Shillong Cantonment Board for the entire period of contract and occupation for the said parking lot and shall not under any circumstances claim waiver of the monthly dues on account of theft, riots, natural calamities, fire, situation arising out of law and order problems, pandemic, epidemic, war, etc whatsoever and further undertakes to continue paying the monthly dues without fail for the entire period of contract/occupation of the parking lot.
- (xiii) That CONTRACTOR shall not cause any interference/hindrance to any activity of the Shillong Cantonment Board at the parking site in regards to the laying of pipe/conduit/cable etc and the CONTRACTOR get the affected area redone at his own expense in an expedient manner as is expected of a prudent person.
- (xiv) That the CONTRACTOR agrees that it shall conform to the Shillong Cantonment Board's pattern for parking of Trucks/cars/two wheelers including inlet and exit for and the CONTRACTOR shall be bound to park the vehicles according to that said pattern and that in **no case shall** the CONTRACTOR allow washing of the cars/two wheelers/servicing/repairing etc. in the parking lot/area and that the CONTRACTOR shall ensure that such area (s) are kept free from any encumbrance in a neat and tidy with no garbage collection.
- (xv) That the Contractor agrees to provide a display Steel board exhibiting approved rate list with M.S. angle stand with reflective paint of 5\*3 feet size indicating therein the site number, identification of the parking site, name &

telephone number of the CONTRACTOR, number of Trucks/cars/two wheelers allowed to be parked and the rate of the parking fee. The responsibility for maintenance of display boards shall be of the CONTRACTOR and in case shall it be removed, damaged and failure to protect and maintain the said display board shall render the CONTRACTOR liable for a penalty as per clause No.10.

- (xvi) That the CONTRACTOR agrees to operate & personally supervise the operation and maintenance of the parking lot round the clock for the entire period of this termination and the CONTRACTOR agrees further to realize the parking fees as per Schedule appended to this Agreement at the rates prescribed therein.
- (xvii) That it is a term of this agreement that the CONTRACTOR shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the vehicle (s) parked at the parking lot and the CONTRACTOR shall also be responsible liable for any damages/losses suits arising out of such an incident. That the Shillong Cantonment Board shall not be liable or responsible for any omissions or commissions by the CONTRACTOR and/or its staff or any third party and the CONTRACTOR shall indemnify the Shillong Cantonment Board for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the CONTRACTOR.
- (xviii) That the CONTRACTOR shall manage the parking by himself or through his employees, but shall not be allowed to sublet the parking site to any other person. The contract shall be liable to be determined with immediate effect it is noticed by the Shillong Cantonment Board that in violation of the clause, he has allowed any other person other than his employee, to run the parking lot. A penalty as provided under clause No.10 shall be imposed and if violation continues the Chief Executive Officer, Shillong Cantonment Board, Shillong reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.
- (xix) That the CONTRACTOR shall only employ uniformed Parking Attendants at parking site only after getting their police verification done. The CONTRACTOR shall keep the Shillong Cantonment Board informed of the particulars of the Attendants deployed by him at the parking site from time to time. The CONTRACTOR shall ensure that all the Parking Attendants wear blue uniforms with Badges displaying their names.
- (xx) That the CONTRACTOR shall not store any articles or allow any vendor or encroachment at the parking sites. He shall also not be allowed to erect any structure at the parking site, temporary or permanent. In case such structure has been erected by the CONTRACTOR, he shall be liable for prosecution. Such structure, if erected by the CONTRACTOR unauthorizedly, shall be removed/ demolished at the risk and cost of the CONTRACTOR by the Shillong Cantonment Board. The CONTRACTOR shall not allow encroachment of any kind inside or beyond the parking area. In case any encroachment is found at parking site, the same will be removed without any notice by Shillong Cantonment Board with an imposition of a penalty as per clause No.10
- (xxi) That it is a condition of this agreement that the land of the parking site shall always remain the unhindered & exclusive property of the Shillong Cantonment Board and the CONTRACTOR shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- (xxii) That the CONTRACTOR shall keep a complaint book at parking site and shall be made available to the vehicle owners/visitors to note down their complaints. However the Chief Executive officer, Shillong Cantonment Board through its authorized

officials/officer shall have the right to check the Complaint Book for initiating action or taking cognizance as and when it considers it proper.

- (xxiii) If the CONTRACTOR is found parking or letting any parking outside the yellow line/demarcated line drawn by the Shillong Cantonment Board, a penalty as provided under Clause No. 10 shall be imposed with the Chief Executive officer, Shillong Cantonment Board through its authorized officials/officer reserving its right to tow away such vehicles at the cost of the CONTRACTOR and/or terminate the allotment with the forfeiture of security deposit.
- (xxiv) The CONTRACTOR shall honour the (FREE) **‘Parking Passes/Stickers’** issued by Shillong Cantonment Board to the vehicles of Shillong Cantonment Board’s Officers, Members of Shillong Cantonment board with the liberty of the Shillong Cantonment Board to sign MOU with any association of traders/authority for providing free parking, with any traders association/society/Resident Association/authority which shall also be honoured by the CONTRACTOR of the parking lot without any interference of license fees what so ever.
- (xxv) That the parties agree that if parking lot is surrendered/ abandoned by the CONTRACTOR during the year, he shall not be entitled for any refund of the balance amount of the license fee lying to his credit and the security amount deposited at the time of agreement shall stand forfeited and all dues incurred by the Shillong Cantonment Board shall be recovered from the contractor.
- (xxvi) That it is agreed between the parties that in case the Shillong Cantonment Board for reasons beyond its control or change in government policy, law or direction by any authority is not able to hand over physical possession of a particular parking lot to the CONTRACTOR, the CONTRACTOR shall accept the alternative parking lots to be offered to him in lieu of the parking lot tendered by him without any demur. However if the CONTRACTOR fails to operate the parking lot at the alternative site, he shall be liable to pay the license fee for the remaining period of the original contract and no refund will be allowed to him on this account. The CONTRACTOR shall run the new parking lot at the rates determined by the Shillong Cantonment Board for pro-rata basis for the remaining period of the original contract.
- (xxvii) The CONTRACTOR shall provide a board at the entrance displaying “PARKING FULL, KINDLY SEEK ALTERNATE PARKING, in case the parking is full, to avoid inconvenience to the intending visitors to the parking lot at his own cost.
- (xxviii) The licensed parking sites shall not be used or permitted to be used for any other purpose whatsoever except parking of vehicles and for which authorization has been issued.
- (xxix) The employee of the Licensee/CONTRACTOR at all times carry shall carry an identity card to be issued on application to the authorised representative of SHILLONG CANTONMENT BOARD. The copy of antecedents of the employee working in parking along with their Police verification report shall be supplied to the Chief Executive Officer, Shillong Cantonment Board. In case Police verification report is not provided, SHILLONG CANTONMENT BOARD reserves the right to impose penalty as per clause-10 on each occasion.
- (xxx) The employees of the licensee/CONTRACTOR shall under no circumstances be construed as employees of SHILLONG CANTONMENT BOARD, and the licensee/CONTRACTOR indemnifies SHILLONG CANTONMENT BOARD against any claims whatsoever against claims made by Licensee/CONTRACTOR’s employees.
- (xxxi) The licensee/CONTRACTOR will strictly ensure and regulate the entering and exiting traffic in a proper and orderly manner. The staff of licensee/CONTRACTOR will collect charges at the time of exit only. No charges will be collected at the time of entry of vehicles in parking.
- (xxxii) The licensee/CONTRACTOR will enter the time of entry and exit of the vehicle on the parking ticket and on the counterfoil. A separate register will also to be

maintained to record date & entry/exit time of vehicles entering into the parking lot. The counterfoils will be maintained by the contractor for the entire period of the contract and it will be produced as and when required by any authorised representative of Chief Executive Officer, SHILLONG CANTONMENT BOARD. The licensee/CONTRACTOR shall get the parking slips stickers and monthly passes printed at his own cost. The rates are also to be printed on the slip. Approval for contents of the slips should be taken from the Chief Executive Officer, SHILLONG CANTONMENT BOARD. Electronic parking slip machine are to be used.

- (xxxiii) The repairing and servicing of vehicles in the parking area will not be permitted. Washing of vehicles in the parking area is also not permitted.
- (xxxiv) The parking site will not be used for dumping used goods, rubbish etc. or for storage of goods etc.
- (xxxv) The Licensee/CONTRACTOR shall not tap electricity from any structure/circuit or fixture of SHILLONG CANTONMENT BOARD or from any other source.
- (xxxvi) The Licensee/CONTRACTOR shall not permit the use of the parking site by hawkers, betel or cigarettes sellers, cold drinks and tea vendors and all such other like activities.
- (xxxvii) The tenderer/ Licensee/CONTRACTOR shall have no right, other interest in the licensed parking site and the legal possession of the parking site, shall always continue to vest with licensor i.e. SHILLONG CANTONMENT BOARD.
- (xxxviii) If licensed parking areas are required to be closed to ensure the security of the parking areas, during Bandhs, riots, strikes and national festivals like Holi, Independence Day, Republic Day, etc, the parking areas are to be closed as per the requirement. Claim to reduce the license fee for this will not be entertained.
- (xxxix) The parking site will not be used or permitted to be used by the licensee/Contractor for exhibition/display or any hoarding advertisement etc. and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to the general public shall be carried or permitted to be carried in the parking site and the decision of the Shillong Cantonment Board in this regard shall be final and binding.
- (xl) In case firm/ CONTRACTOR withdraws their offer twice in tendering without valid reason, the defaulting firm/CONTRACTOR will be debarred for bidding of any tender/NIT of Shillong Cantonment Board and will be black listed for five years.
- (xli) The tenderer/licensee/Contractor shall not induct any other person in the licensed parking site and shall not allow the same to be used by any other person.
- (xl) The tenderer/licensee/Contractor shall abide by all the rules and bye-laws of the statutory and regulation of SHILLONG CANTONMENT BOARD and other authorities in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by Shillong Cantonment Board from time to time. The Contractor shall also pay all taxes or fees as due.
- (xli) The tenderer/licensee/Contractor shall execute the license deed with the Shillong Cantonment Board for this purpose and all expenses in this connection will be borne by him.
- (xlii) The tenderer/licensee/Contractor shall be granted license for a period of 01 (One) year at (To be filled by staff of the Shillong Cantonment Board) Parking site, from the date of handing over the authorizations in respect of the parking site or from the date for taking over of the site as mentioned in the letter of acceptance, whichever is earlier subject to the terms and conditions of license deed and the conditions enumerated herein. The term of contract can be extended further for one year subject to fulfilment of all conditions mentioned in the agreement & performance of the contractor at the sole discretion of the Shillong Cantonment Board and to contractor cannot under any circumstances claim the extension as a matter of right.
- (xlili) No addition, alteration or change shall be done by the licensee/CONTRACTOR

in/upon the licensed site.

- (xliv) The tenderer/licensee/Contractor will not encroach upon common areas/ circulating areas or any other space, and restrict his operation to within the area licensed. The Licensee/CONTRACTOR shall ensure that no inconvenience/ nuisance is caused to the vehicles owners. Vehicles should be parked in orderly manner and passages for vehicle movement should be made available within the parking lot.
- (xlv) Chief Executive Officer, Shillong Cantonment Board or any of their nominated staff will have free access to the parking sites for the purpose of inspection. The inspection can be carried out ex-parte if the licensee/CONTRACTOR fails to turn up on request. They will also have powers to impose a penalty as per clause. 10 or seek compensation for infraction of any of the terms and conditions of the contract, whose decision shall be final in this regard.
- (xlvi) The tenderer/ successful licensee/Contractor may note that the parking area is essentially treated for the convenience of genuine vehicle owners. The licensee/ Parking contractor will therefore take all measures to ensure access to parking space to vehicle owners. Shillong Cantonment Board will, from time to time impose regulatory or control measures to ensure availability of parking space to the public, and the parking contractor will implement such procedures, rules and regulations. No claim or compensation on this account will be entertained or considered by Shillong Cantonment Board. In case it is established that licensee/CONTRACTOR is not providing space to the vehicle owners he may be imposed a penalty as per clause 10.
- (xlvii) Parking preference should first be given to residents of Cantonment Area. (xlviii) That the Licensee/Contractor will have no objection if the license is extended for one more year on the same terms and conditions. Such extension will be on the sole discretion of licensor and the licensor may or may not exercise this option.
- (xlix) That the licensee/Contractor shall arrange his business in such a manner that he shall be in a position to cater to the needs of the owners/drivers for parking. He shall employ sufficient number of employees and servants for rendering quick service to the persons.
  - (i) That the licensee/Contractor shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of licensed parking thereof without prior approval of the licensor.
  - (ii) That the licensee/Contractor shall not be entitled to allow any other person to use the premises in his stead or to use any part thereof. In the event of the death of the licensee/CONTRACTOR or the licensee/CONTRACTOR becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter the license shall stand terminated automatically and the legal representatives of the licensee/CONTRACTOR shall not be entitled to use the premises. However with the express approval of the licensor the legal heirs or representatives may be permitted after discharging any liability that the licensee/CONTRACTOR may have incurred, remove the goods and other equipment that may be found at the licensed premises. But in case, the goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee/CONTRACTOR, the licensor may by public auction dispose off the same.
  - (iii) That the licensee/Contractor shall also pay all the license/ Service Tax and or other fee or taxes payable to the Government or municipal or local bodies concerned in connection with the regulation/monitoring/ management of the business of parking.
  - (iiii) That the licensee/Contractor shall cater to the needs of the car owners/drivers for parking space and failure to cater to the needs of these persons for a continuous period of seven days shall amount to a breach of the terms of this license.
  - (liv) That the licensee/Contractor shall charge **no parking fee to SHILLONG CANTONMENT BOARD's staff, Civilian Gazetted Officers of Ministry of Defence, Defence Personnel and Members of Shillong Cantonment Board** during



duty hours.

- (lv) The Licensee/Contractor confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, SHILLONG CANTONMENT BOARD (Licensor) has the right to terminate this license agreement as and when it requires the said licensed parking space/s for its own programmes whatsoever, by giving one month's notice thereof. The Licensee/CONTRACTOR voluntarily and unequivocally agrees to peacefully vacate the parking site as and when called upon by SHILLONG CANTONMENT BOARD (Licensor) represented by the Chief Executive Officer, Shillong Cantonment Board without demur. The Licensee/CONTRACTOR agrees voluntarily and unequivocally not to seek any claim damages, compensation or any other consideration whatsoever on this account. In case of such termination, due to requirement of space by SHILLONG CANTONMENT BOARD represented by the Chief Executive Officer, Shillong Cantonment Board for its own use/cancellation due to any other cause, including breach of terms and conditions of this agreement.
- (lvi) If the LICENSEE/Contractor is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to SHILLONG CANTONMENT BOARD, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit will stand forfeited in favour of the Licensor (SHILLONG CANTONMENT BOARD).
- (lvii) That notwithstanding the other rights the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee/CONTRACTOR against forfeiture of interest free security deposit, imposition of interest or determination or revocation of the license.
- (lviii) That the licensee/Contractor shall abide by all rules and regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the parking site and the general welfare and comfort of the public and other connected persons.
- (lix) The licensee/CONTRACTOR shall also abide by all the rules and regulations under the Cantonments Act 2006, Rules, Subrules applicable on Shillong Cantonment Board under the Cantonments Act, 2006 and in addition to the penalties leviable under this contract shall also be liable to pay all penalties as may be applicable under the act/ordinance.
- (lx) That the licensee/CONTRACTOR shall not keep any animal or convenience in or outside the premises.
- (lxi) That in case any theft or damage to property/vehicle or equipment or any other item in the charge of the licensee in the course of conduct of his business, the licensee indemnifies Shillong Cantonment Board. (licensor) against any claims, compensation or damages whatsoever.
- (lxii) That in case any amount becomes due against the licensee/CONTRACTOR in respect of any matter covered under the license, the same shall be on the failure of the licensee/CONTRACTOR to pay within the time prescribed be recovered as arrears.
- (lxiii) Licensee/CONTRACTOR shall clearly mark the individual vehicles space in the parking area & should clearly put up signage & markings indicating direction towards exit & entry. Vehicles should be parked in orderly manner and passages for vehicles movement should be made available within the parking lot.
- (lxiv) That all or any of the powers vested in the license under these presence in respect of grant determinations, revocations, cancellations or restoration of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the Shillong Cantonment Board. And the licensee/CONTRACTOR shall have no objection whatsoever in this respect.
- (lxv) To comply with any systemic improvements as directed by Shillong Cantonment Board. (lxvi) The licensee/CONTRACTOR shall keep up to date and maintain the demarcation put up by the Board and shall not demarcate in extra or shorten it, but the board reserve the right

to increase or decrease the demarcation and no objection to it shall be made by the licensee/CONTRACTOR.

- (lxvii) That the premises allotted shall not be used for residential purpose or for a purpose other than for which it is allowed. The licensee/ CONTRACTOR shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business of licensee during the period of his license/ CONTRACTOR.
- (lxviii) That the licensee/CONTRACTOR shall be responsible for all the damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation if any to be paid shall be binding upon the licensee/CONTRACTOR.
- (lxix) That the licensee/CONTRACTOR shall allow the Chief Executive Officer or their authorized representatives (Licensor) to enter upon the premises/site in order to inspect and execute any structural repairs, additions or alterations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purpose connected herewith and for compliance of terms and conditions of any works relating to repairs/additions/alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.
- (lxx) That if licensee/CONTRACTOR allows credit he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee/CONTRACTOR shall be entertained on this account.
- (lxxi) **Licensee/CONTRACTOR will be responsible for the safety and security of all the vehicles parked in parking. He will also be liable to pay damages/compensation if any arises, to the users of the parking. In any case, Shillong Cantonment Board will not be responsible for any damage/theft of vehicles in parking. In case of any damage/Theft of vehicle, the matter, if not resolved amicably, then court orders shall have to be honoured and payment due shall be released. If licensee/CONTRACTOR fails to comply the same, then Shillong Cantonment Board will be within its rights to compensate the customer after deducting from the Security Deposit on behalf of Licensee/CONTRACTOR.**
- (lxxii) The period of license will terminate on the last date specified in contract period from the date of possession and may be extended by another one (01) more year if so desired by the licensor. On completion of the term, the interest free security deposit will be returned after deduction of charges/ outstanding/ dues/ or any other claims/ etc. if any.
- (lxxiii) That the Licensee/CONTRACTOR shall pay all dues invoiced including Penalties, Interests, TCS (Tax collected at source), etc. No claim for waiver/ representation will be entertained if the invoiced amount is not paid in time. Shillong Cantonment Board reserves the right to terminate the license agreement by forfeiting the security deposit on account of non payment of dues after serving a notice for non payment.
- (lxxiv) The Licensee/CONTRACTOR is required to take possession of the site from the date of actual handing over on 'As is where is basis' or from the date for taking over of the site as mentioned in the letter of acceptance whichever is earlier.
- (lxxv) The letter of acceptance will be issued to the highest tenderer among the tenderers who qualify the criteria mentioned in the Tender document after acceptance of the tender by the competent authority and he would be required to deposit the first instalment of license fee (in advance) within 10 days of the issue. The date of start of license shall be from the date of actual handing over of the site or from the date for taking over of the site mentioned in the letter of acceptance, whichever is earlier.

## 8. MAINTENANCE

### a. GENERAL UNDERSTANDING

- I. The CONTRACTOR shall maintain, at the CONTRACTOR's sole cost and expense the Parking lots, parking ticket vending machines and other machines as Shillong Cantonment Board may require such as a public address messaging systems.
- II. The licensee/CONTRACTOR shall ensure a high standard of hygiene and cleanliness so as to create a clean and healthy environment. Any physical damage

or injury to the vehicle owner or vehicle due to the lapses on the part of the licensee/CONTRACTOR will be the sole responsibility of the licensee/CONTRACTOR only and SHILLONG CANTONMENT BOARD will stand absolved of any obligations or liability towards the injured/damage.

**b. INDEMNIFICATION**

The contractor shall indemnify & remain liable to compensate for all losses incurred by the Shillong Cantonment Board including the costs of any legal action for such a claim filed against the Shillong Cantonment Board in an court of law and is decreed against the Shillong Cantonment Board, the Shillong Cantonment Board will be entitled to recover the entire amount with full costs.

**c. MANDATORY SECURITY REQUIREMENTS**

- (i) Steel board exhibiting approved rate list with M.S. angle stand with reflective paint shall be provided by tenderer/licensee/CONTRACTOR at each parking sites. The size shall be 5x3 feet.
- (ii) This may kindly be noted that entire responsibility of safety & security of parking lots lies with the parking contractor. All measures like frisking of vehicles, checking of vehicles underneath with inverted mirror & it's boot with the help of hand handled metal detector to be done by the contractor for each & every vehicles entering into the parking lot.
- (iii) If any vehicle is lying in the parking for more than 48 hours. Parking contractor will appraise Local Police in writing. He will also monitor that particular vehicle during night hours also, where night parking is not available or not in practice.
- (iv) Proper record will be maintained by the contractor in which details of all vehicles like time/date of entry/exit will be recorded
- (v) Police verification is mandatory for all the staff deployed in parking. List of staff along with copy of Police verification will be submitted by the contractor with office of the Chief Executive officer, Shillong Cantonment board.
- (vi) Contractor will arrange to keep helmets of passengers in safe custody for which he can charge an amount of Rs.2/- flat per helmet against issuance of receipt in printed form indicating rates for charging helmet. For any damage/ loss of helmet, contractor will be responsible to compensate the passenger.
- (vii) If law required CCTC to be installed in the Parking lot the same shall be done by the contractor at his own cost and expenses and the same shall not be payable/refundable by the Shillong Cantonment Board to the contractor.

**9. NOTICES**

All notices with respect to this Agreement shall be given by Speed Post (Department of Posts)/Registered Post to the parties or to such other person, addresses or telephone numbers as the parties may designate in writing from time to time.

**Shillong Cantonment Board:**

Chief Executive Officer

Shillong Cantonment Board

13 Pine Walk,

Shillong – 793 001

CONTRACTOR:

[Narrate the complete postal address of the contractor]:

## 10. PENALTY

That the licensee/CONTRACTOR shall abide by terms and conditions of this agreement and all rules and regulations, orders, instructions that the Shillong Cantonment Board may from time to time make or adopt or issue for the care, protection and administration of Parking and if any violation in this regard is noticed on the part of licensee/CONTRACTOR, the penalties leviable as noted below will imposed.

<u>Sr. No.</u>	<u>Offence</u>	<u>Penalty</u>	
1.	First	25% of the monthly license fee.	} or penalty as per description of irregularities which ever is more.
2.	Second	50% of the monthly license fee.	
3.	Third	75% of the monthly licence fee.	
4.	Fourth	One month license fee.	

All activities including day to day inspections will be carried out by Officers of different departments of the Shillong Cantonment Board and their decision on fixing penalty shall be final and binding on the licensee/CONTRACTOR.

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

<b>S. No.</b>	<b>Description of Irregularities</b>	<b>Penalty</b>
<b>1</b>	<b>Staff without ID card</b>	<b>Rs. 1000.00</b>
	<b>Un-clean premises and improper housekeeping</b>	
	<b>Vehicles not parked in orderly manner</b>	
	<b>Fire fighting appliances not available in the parking.</b>	
	<b>Vehicle checking appliances not available in the parking</b>	
	<b>Area for vehicle movement not left/any other irregularities not specified.</b>	
<b>2</b>	<b>Use of unapproved parking slips</b>	<b>Rs. 2,000.00</b>
	<b>Misbehaviour by parking staff</b>	
	<b>Night parking (Where applicable)</b>	
	<b>Refusal to issue monthly passes</b>	
<b>3</b>	<b>Submission of parking record to this office &amp; its failure per month</b>	<b>Rs. 5,000.00</b>
<b>4.</b>	<b>Refusal to issue monthly passes</b>	<b>10%of License Fee</b>
	<b>Over charging</b>	
	<b>Encroachment</b>	
	<b>Recurring irregularities given in terms &amp; Conditions</b>	
<b>5.</b>	<b>Parking of unused/repairing of vehicles</b>	<b>Rs. 5000 per vehicle</b>
<b>6.</b>	<b>Use of parking space for other than parking purposes</b>	<b>25% of License Fee</b>
	<b>Criminal activity in parking area by licensee/CONTRACTOR and his staff.</b>	
<b>7</b>	<b>Complaint of over-charging is received from the complainant or any violation is noticed, the same shall be investigated by an Officer of the Shillong Cantonment Board and if found true, then a penalty of minimum amount of Rs. Rs.10,000/- for first complaint shall be imposed on the CONTRACTOR and for second and subsequent violation, action shall be taken against the CONTRACTOR as per clause No. 24 of 3.1 General (Terms &amp; Conditions) and Termination Clause mentioned in the Agreement.</b>	

- (i) The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed.

- (ii) After repeated violations and no improvement in the situation at ground SHILLONG CANTONMENT BOARD Reserves the right to cancel the License and forfeit the interest free security deposit in its favour.
- (iii) In case of any act or acts by the licensee/CONTRACTOR which may be deemed criminal to be decided solely by the authorized representative of SHILLONG CANTONMENT BOARD, the licensor will have the right to terminate the agreement with immediate effect without any notice and forfeit the interest free security deposit in its favour.
- (iv) A penalty of Rs. 1000/- shall be imposed on licensee/CONTRACTOR in case of his cheque is bounced. Apart from imposing penalty action will be initiated under negotiable instruments act.
- (v) Fine on irregularities not mentioned in the above list can also be imposed as deemed fit by Chief Executive Officer, SHILLONG CANTONMENT BOARD or his representative.

#### **11. CONFIDENTIALITY**

Each Party shall hold in confidence and shall use its best efforts to ensure its officers and employees hold in confidence, the terms and conditions of this AGREEMENT and all relevant confidential information. Neither Party shall disclose, publish or make copies of this AGREEMENT or confidential information, unless required to do so by law, without the written consent of the Party to which the information relates. This obligation shall survive the termination of this AGREEMENT for a period of one (1) year from the date of such termination. In addition to any other rights and remedies provided by law or Agreement for breach of the obligations of this Article, the Parties agree that breach of this provision could cause irreparable damage to the other Party and thus that specific performance and injunctive relief shall be available as remedies for such breach.

#### **12. ENTIRE AGREEMENT**

Together with the other Agreements referenced herein, this Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained therein including Signed Tender document and supersedes all prior or contemporaneous Agreements, representation and understandings of the parties' relative thereto.

#### **13. HEADINGS**

The subject headings of the articles and paragraphs in this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

#### **14. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

#### **15. CONSTRUCTION AND INTERPRETATION OF AGREEMENT**

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

16. **AMENDING AGREEMENT**

Future amendments to this Agreement shall be processed by mutual Agreement of the parties and shall be in writing.

17. **SUCCESSORS**

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

18. **DISPUTE RESOLUTION**

(i) **Conciliation and Arbitration**

a. In the event of any dispute, difference of opinion or dispute or claim arising out of/or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed/nominated by PCB on receipt of such requests from either parties.

b. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

c. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

d. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

e. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in para given below.

f. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

(ii) **Arbitration procedure: As mentioned in the Act.**

a) If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a sole arbitrator who would be the President Cantonment. Board or nominated by him on his behalf.

b) The venue of such arbitration shall be at Shillong. The award of the sole arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by respective parties.

c) There will be no objection if conciliator/or sole arbitrator nominated/appointed is an employee of SHILLONG CANTONMENT BOARD.

(iii) **Rules governing Arbitration Proceedings**

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time including provisions in force at the time the reference is made.

(iv) **Jurisdiction of Courts**

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

19. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions as above, the courts of law located in Shillong shall have the exclusive jurisdiction to any matter arising out of or in relation to this Agreement.

20. **GENERAL**

**AUTHORITY**

Each party represents that it has the authority to enter into and perform all of the obligations set forth in this Agreement.

**COMPLIANCE WITH LAWS**

Each party shall comply with all applicable central, state and local laws, regulations and ordinances including, but not limited to, the regulations of the India and in case of the CONTRACTOR defaulting in performing any of the above conditions he/she will be debarred for bidding of any tender/NIT of Shillong Cantonment Board and will be black listed for three years.

21. **WAIVER**

Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

22. **ASSIGNMENT**

Neither party can assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

23. **INDEPENDENT CONTRACTING PARTIES**

Both parties are independent Principals. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship.

24. **LOST PROFITS/CONSEQUENTIAL DAMAGES**

In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

25. **MISCELLANEOUS PROVISIONS**

**INTERPRETATION**

Save where the context otherwise requires in this Agreement:

- (i) Words Importing persons or parties shall include firms and Councils and any organization having legal capacity;
- (ii) Words importing the singular shall include the plural and vice versa where the context so requires;
- (iii) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (iv) Reference to any gender includes a reference to all other genders;
- (v) References to the words "include" or "including" shall be construed without limitation;
- (vi) References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- (vii) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.



In witness thereof the parties to the agreement have signed this deed on the date first above mentioned.

A true copy thereof signed by both the parties has been retained by the licensee/CONTRACTOR.

For Licensor  
Licensee/CONTRACTOR  
Shillong Cantonment Board

for

Witness

1.

2.

Witness

1.

2.

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## 11. Letter of Acceptance F8 – Cover 1

NAME OF TENDERER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**To,**  
**The Chief Executive Officer**  
**Shillong Cantonment Board**  
**13 Pinewalk, Shillong Cantt.**  
**Shillong-793001.**

**Subject : Letter of Acceptance**

Dear Sir,

I/We hereby accept the terms and conditions as mentioned in the Tender Document for collection of parking fee.

Signature of the bidder

Seal

Date

Place

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## 12. Check List F9 – Cover 1

S. No.	Description	Confirmation (Yes/ No)
1	<a href="#">Tender Form F1 – Cover 1</a> – pdf format	
2	<a href="#">Work Experience F2 – Cover 1</a> – pdf format	
3	<a href="#">Financial Standing F3 – Cover 1</a> – pdf format	
4	<a href="#">Signed &amp; Scanned copy of Application for License F6 – Cover 1</a> – pdf format	
5	a. <a href="#">Signed &amp; Scanned copy of Draft agreement F7 Cover 1</a> of the tender document b. 2.Signed & scanned copy of Proof of residence duly attested, c. Proof of ID duly attested, d. Copy of PAN Card self attested/ Service Tax No, e. Proof of ITR/Balance Sheet f. Experience Certificates <b>You Can upload multiple page pdf document</b> – pdf format	
6	Signed & Scanned copy of <a href="#">Letter of Acceptance F8 Cover 1</a> –pdf format	
7	Signed & Scanned copy of DD/Cheque for Tender Fee <b>Cover 1</b> as stated in clause- 3.6 of this tender document– pdf format.	
8	Signed & Scanned copy of DD/Cheque for EMD <b>Cover 1</b> as stated in clause- 3.7 of this tender document – pdf format.	
9	Signed & Scanned copy of an affidavit to the effect that the Agency/Contractor has not been blacklisted by any Central Government/State Government/ Cantonment Boards/offices or reputed public sector organizations and Agency/Contractor is not having any litigation in any of the Labour Court(s) on Non Judicial stamp paper of Rs. 10/- duly notarized.	
10	Signed & Scanned copy of every page of this Tender document	
11	<b>Signed &amp; Scanned copy of Checklist F9 Cover 1</b> –pdf format	
12	<b>Financial Bid (Cover 2) BOQ Format</b>	

(SEAL AND SIGNATURE OF BIDDER)

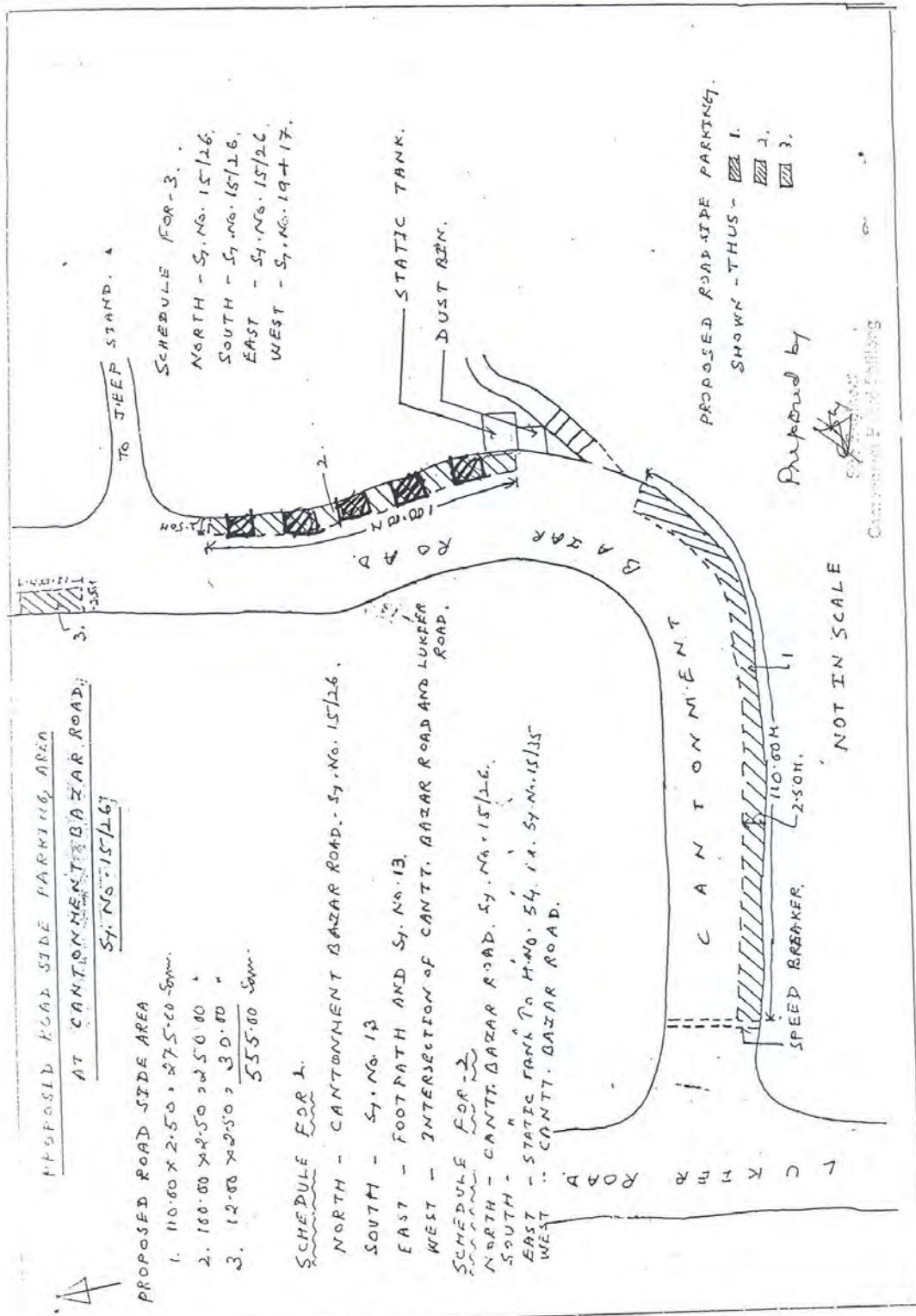
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### 13. Schedule I

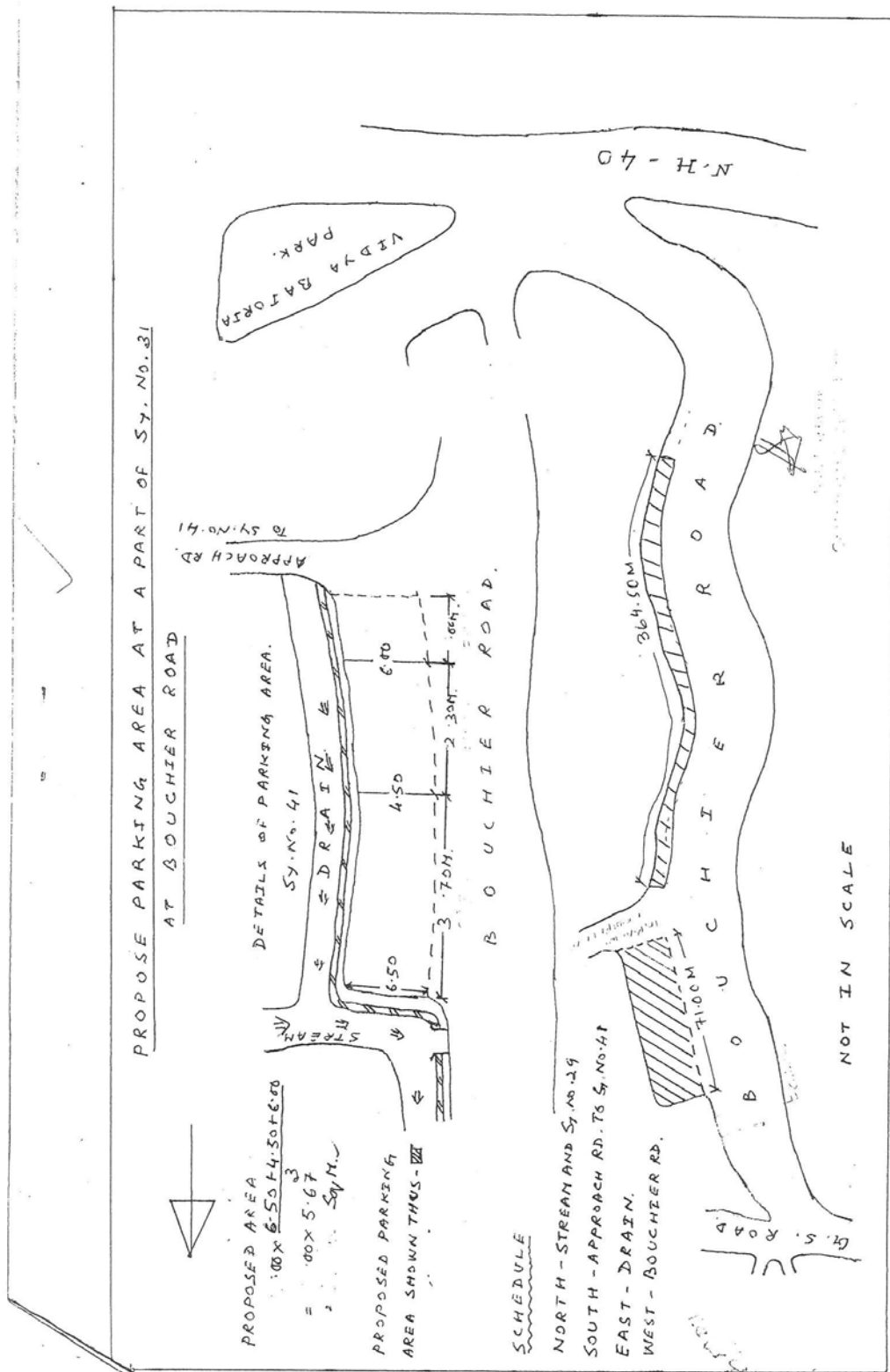
#### Schedule of area (Super area) :

S. No.	Name of parking site	Approximate area (Sqm)
1	Cantonment Bazar Road	555 Sqm
2	Bouchier Road	353.16 sqm Due to the ongoing COVID-19 situation and due to the closed down of Iewduh by the Govt, temporary accommodation for vendors in Bouchier road has been accommodated by the office of S.P East Khasi Hills. Till the COVID-19 situation comes under control or Iewduh is open whichever is earlier these temporary vendors will be relocated back to Iewduh. Since half of the site has been temporarily accommodated to the vendors by office of S.P East Khasi Hill it is hereby proposed to the parking contractor to allow the vehicle to park on the opposite side of the road and collection of parking fee can be collected on the opposite side of the road or opposite of these temporary vendors. Please take note that parking on the opposite side of road is purely on temporary basis.
3	T.B. Hospital Road Day & Night parking (No heavy vehicles allowed).	770.00 Sqm
4	Trenching Ground road Day (No Parking of heavy vehicle from 6 PM To 6 AM)	1107.5 Sqm
5	Space Infront of Cantt. Board Godown	616 Sqm

# Cantonment Bazar Road



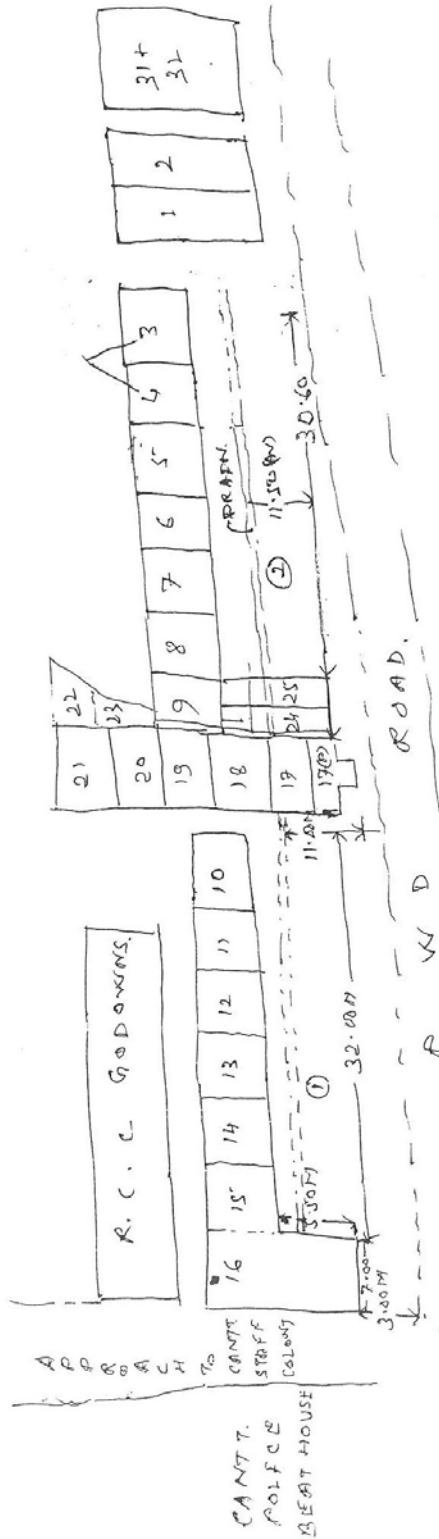
**Bouchier Road**



**Space in front of Cantt Board Godown**

ANNEXURE-8

CANTT. STAFF COLONY.



Area ①  $17 \times 32.00 \times 11.00 + 5.50 = 264.00 \text{ Sqm.}$   
 Area ②  $17 \times 30.60 \times 11.50 = 357.90$   
 $\frac{615.90}{16} \text{ Sqm say } \text{Rs } 16.00 \text{ per Sqm.}$

SCHEDULE-2

NORTH: Approach to Cantt. Staff Colony.

SOUTH: CANTT. GODOWN NO.

EAST: PWD ROAD.

WEST: CANTT. GODOWN NO. 3 TO 8.

SCHEDULE ① NORTH: CANTT. GODOWN NO. 17 (P), 17 + 18.

SOUTH: " " " 16.

EAST: PWD ROAD.

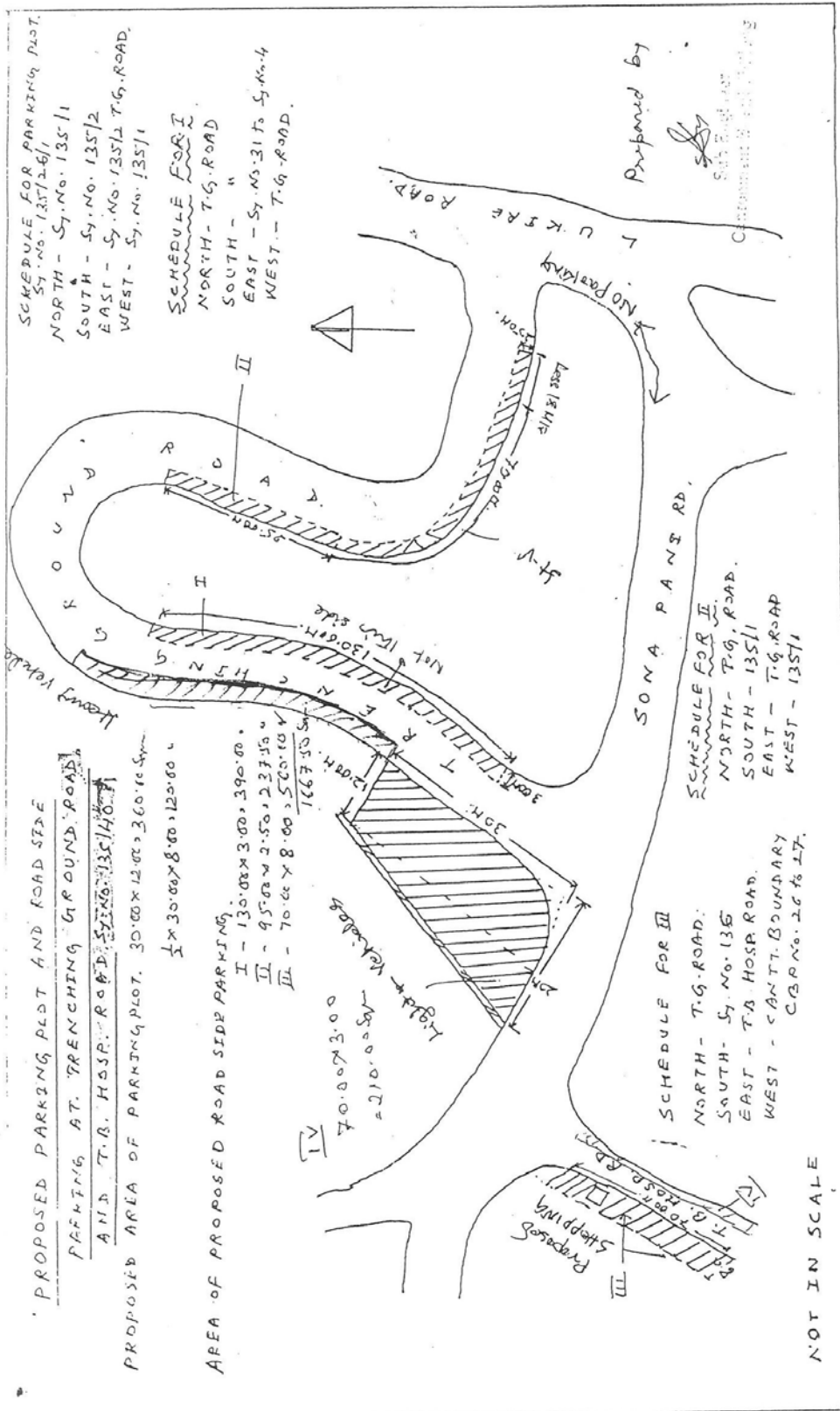
WEST: CANTT. GODOWN NO. 10-15.

Sub Engineer  
 Cantonment Board Shillong

S. S. J. 2020



# Trenching Ground Road and TB Hospital Road



**Note:**

1. The allotment shall be made purely on 'as is where is' basis and no representation for dispute in the area or any account, whatsoever, shall be entertained in this regard. Area given in tender is a super area.
2. Site map for the above mentioned location (These plans include provision for traffic integration & landscaping)
3. Please note that the names and spellings of the stations may change and no compensation or claim will be entertained on this account.

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## 14. Schedule II

The highest tenderer/licensee/CONTRACTOR shall be entitled to charge the parking charges only according to the schedule of rates which are as under:

### Parking rate list (To be displayed on a Board as per sketch)

#### Regular Parking.

Sl NO.	Types of Vehicles	Rates fixed for 1 <sup>st</sup> hour	Rate for subsequent hours
1	Two Wheelers	Rs 10/- (for 1 <sup>st</sup> 2 hours)	Rs 5/-
2	Commercial Auto Big Small	Rs 80 (for entire day) Rs 30/- for 1 <sup>st</sup> hour Rs 20/- for 1 <sup>st</sup> hour	-
3	LMV (Private Vehicles)	Rs 10/- (for 1 <sup>st</sup> hour)	Rs 5/-
4	LMV (Commercial) i.e Local Taxis (specially for Trenching Ground)	Rs 30/- (for entire day)	
5	Medium Grade Vehicle i.e (SUMO/MAXX/BOLERO/SCORPIO ETC)	Rs 80/- (1 <sup>st</sup> 3 hours)	Rs 30/-
6	Buses/Mini Cargo Vans (4 Tyres) i.e (Travelers bus or equivalent size)	Rs 100/-	RS 40/-
7	HMV Heavy Motor Vehicles ) (6 Tyres)	Rs 150/-	Rs 60/-
8	HMV (Heavy Motor Vehicles ) (10 Tyres)	Rs 200/-	Rs 100/-
9	HMV (12 Tyres)	Rs 300/-	Rs 100/-
10	Small Vehicle monthly nigh parking fee for Cantonment Resident only	Rs 300/-	-
11	Tata Mobile, Autorickshaw, Small vehicle monthly Day & Night Parking fee for Cantonment Residents only	Rs 400/-	-
12	Tata Mobile, Autorickshaw monthly Day & Night Parking fee for Non-Cantonment residents	Rs 1000/-	-

*Parking is available for the genuine commuters round the clock.* The parking hours and parking charges shall be displayed on the rate board as approved by the SHILLONG CANTONMENT BOARD.

**The rates, (Including Monthly charges) and vehicular composition are subject to change/revision upwards or downwards as per direction of the Chief Executive Officer, Shillong Cantt. Board. The licensee/CONTRACTOR voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever, on account of upward or downward revision of parking charges by the licensor.**

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## 15. Schedule III

### INSPECTION REPORT OF AUTHORISED REP. OF THE BOARD ON PARKING FACILITIES

Name of Parking area \_\_\_\_\_

Name of authorised individual conducted inspection \_\_\_\_\_

Inspection conducted on (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Contract Agreement No. \_\_\_\_\_

Validity of Contract Agreement \_\_\_\_\_

Name and address of Agency \_\_\_\_\_

License Fee per Month \_\_\_\_\_

Parking Area \_\_\_\_\_

Name of representative of agency at site \_\_\_\_\_

#### **Displays**

Display of layout of Parking site and \_\_\_\_\_

Display of parking rates \_\_\_\_\_

Display of emergency contact \_\_\_\_\_

Nos. of Police, Ambulance, Fire

#### **No. of Persons managing parking**

No. of employees available in \_\_\_\_\_  
Attendance Register.

No. of persons with identity \_\_\_\_\_  
Cards at parking site.

Persons with identity card \_\_\_\_\_  
At exit for collecting Parking Fee

Total No. of persons employed during \_\_\_\_\_  
Peak hours of parking

#### **Area of Parking**

Area in sqm licensed \_\_\_\_\_

Parking outside demarcated area, if any \_\_\_\_\_  
with area in sq. metres used

Photograph of parking during peak \_\_\_\_\_

Parking hours particularly covering  
Entrance, exit and way of parking

**Complaint Register**

Availability of Complaint Register \_\_\_\_\_  
With Supervisor at Entrance.

Display for Complaint Register \_\_\_\_\_

Scrutiny of complaints with respect to \_\_\_\_\_

Behavior of employees, rates, assistance in  
Parking, cleanliness of parking area \_\_\_\_\_

**No. of vehicles**

Average No. of vehicles parked \_\_\_\_\_

No. of commercial vehicles, if any, parked \_\_\_\_\_

No. of vehicles found permanently parked \_\_\_\_\_

No. of vehicles parked from \_\_\_\_\_  
00.30 hrs. to 05.00 hrs.

No. of thefts \_\_\_\_\_

**Equipments at parking**

Availability of Fire fighting equipments \_\_\_\_\_  
Available at site

Any other equipment available at site \_\_\_\_\_

Days on which Govt. disallowed \_\_\_\_\_  
parking for security reasons

Compliance of instructions by Agency \_\_\_\_\_  
as given during last inspection.

Any other issue/Offence/Observation/irregularities reported:

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

Note: ***Please attach sheet for any other information.***