



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

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GOVERNMENT OF ASSAM
ORDERS BY THE COMMISSIONER
OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION
GUWAHATI-1

NOTIFICATION

The 1st April, 2010

No.GMT./4/2010/439. - The following draft of certain Bye-Laws namely - The Guwahati Municipal Corporation (Lease of Parking Places and Markets) Bye-Laws, 2009, which the Guwahati Municipal Corporation proposes to make in exercise of powers conferred by Section 416 (1) (5) (6) of the Guwahati Municipal Corporation Act, 1969 (Assam Act No. 1 of 1973), is hereby published as required under Section 418 of the said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of **30 days** from the date of publication of this notification in the Official Gazette.

Any objections and suggestions which may be received from any person with respect to the draft Bye-Laws before the expiry of the aforesaid period will be considered by the Corporation.

Objections or suggestions if any, may be sent to the Commissioner, Guwahati Municipal Corporation, Guwahati.

1. (1) These Bye-Laws may be called the "**Guwahati Municipal Corporation (Lease of Parking Places and Markets) By-Laws, 2009.**"

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In these Bye-Laws, unless the subject or context other-wise requires-
- (a) "Act" means the Guwahati Municipal Corporation Act, 1969 (Assam Act I of 1973);
 - (b) "City" means the City of Guwahati as defined under Section 3(9) of the Act;
 - (c) "Corporation" means the Municipal Corporation of Guwahati as defined under Section 3(14) of the Act;
 - (d) "Commissioner" means the Commissioner as defined under Section 3(10) of the Act;
 - (e) "Parking Place" means the notified place for use of parking of vehicles as defined in clause 2(c) of the Guwahati Municipal Corporation (Regulation of Parking and Parking fees) Bye-Laws, 1997;
 - (f) "Market" means the Municipal Markets as defined in Section 3(45) of the Act ;
 - (g) "Levy" means imposition or collection of tolls, fees, rates, charges, taxes etc. under the provision of the Act ;
 - (h) "Collector" means Collector as defined in the Bengal Public Demand Recovery Act, 1913 (Act No. of 1913).
3. The Commissioner shall be competent to lease out annually parking places and markets belonging to the Corporation with the approval of the Standing Finance Committee or the Corporation as the case may be. The term of the lease shall be strictly confined to the financial year for which the lease has been settled.
4. The Commissioner shall invite tender annually giving wide publicity of notice inviting tender through local dailies giving sufficient time for submission of tenders as may be considered necessary.
5. With the previous sanction of the Corporation, the Commissioner shall generally offer the lease to the highest bidder ensuring strict adherence to the existing guidelines and decisions of the Central Vigilance Commission and the State Government in this regard and in no case shall any bid be rejected except with reference to the technical and financial parameters laid down in the notice inviting tender.
6. The tender must be accompanied with an earnest money-cum-security deposit equivalent to 10% of the estimated value for general category tenderers and 5% in case of SC/ST/OBC tenderers in the form of a demand draft drawn in favour of the Commissioner, Guwahati Municipal Corporation.
7. Single bid in response to notice inviting tender shall not be accepted and fresh bids are required to be invited by giving wide publicity to the notice inviting tender and only if a single bid is received in response to the second notice too, then, the same may be considered with reference to the financial and technical parameters laid down in the notice inviting tender.
8. A tender committee comprising the members of the particular Standing Committee with regard to whose subject the tender is called Financial Advisor and the concerned Branch Officer shall scrutinize and evaluate the tenders received.
9. Immediately after receipt of acceptance of the offer of lease from the tenderer, the Commissioner shall issue notice to the tenderer for submitting all the original documents as mentioned in the notice inviting tender for scrutiny and execution of agreement. If the documents submitted in support of the tender are found to be fraudulent defective or insufficient the tender/lease shall stand cancelled forthwith.

10. An agreement between the Corporation represented by the Commissioner and the proposed lessee/ successful tenderer must be signed on non-judicial stamp paper. The said agreement shall contain therein the detailed terms and conditions of the lease.
11. The Commissioner, on being satisfied with the documents submitted by the selected tenderer shall issue a formal order fixing the date and time of handing over possession of the parking place/market.
12. The Commissioner or an officer of the Corporation authorized by him in this regard shall hand over the possession of the parking place or market, as the case may be executing a document prescribed in this regard and the lessee shall sign the same in acceptance of the possession. Similarly, on the expiry of the lease period, the concerned parking place or market will be taken over by the Commissioner or an officer of the Corporation authorized by him in this regard, by executing a document prescribed for the purpose.
13. The lessee shall deposit 50% of the settled value as advance deposit. The balance 50% of the settled value should be paid by the lessee on the 1st day of the week/1st week of the month as may be fixed in advance in equal number of weekly/ monthly installments.
14. The Commissioner, with the approval of the Corporation, may extend the term of the lease beyond the period of the concerned financial year, under circumstances beyond the control of the Corporation, provided that such extension shall not be for a period of more than three months at a time. Further in no case extension beyond a period of six months shall be allowed. Any extension as described here shall have to be supported by citing specific reasons granting the same.
15. In the event the lessee fails to pay the weekly/monthly installment for the week/month due, the Commissioner shall be competent to deduct the same from the earnest money cum security deposit with 10% penal interest thereon for each defaulting week/month till amount equivalent to one month's clear balance is left in the earnest money cum security deposit, and thereafter, terminate the lease and the balance shall stand forfeited :
- Provided, that in the event of such mid term termination of lease, the Commissioner shall immediately issue a fresh mid term notice inviting tender for the remaining period of the term :
- Provided further, that if there is a single bid in response to the notice inviting tender, the procedure stated in clause 8 hereinabove shall be followed.
16. The Commissioner shall release the earnest money cum security deposit of all unsuccessful tenderers after settlement of the lease. However, the earnest money cum security deposit of the selected tenderer will not be released before the expiry of the term of lease.
17. All transaction of payment of installment shall be by way of bank draft drawn on any nationalized bank.
18. The lessee shall maintain a duly numbered and certified register issued by the Corporation for recording collection of the lessee and the same shall be verified in the first week of every month by a duly authorized official of the Corporation who will put his signature after each such verification. The lessee shall submit a monthly report with regard to the collection to the Corporation in a manner as prescribed by the Corporation.

19. The lessee is prohibited from erection of any structure without prior permission from the Commissioner. He shall also be responsible to maintain in good stead the properties of the Corporation handed over to him during the term of the lease and shall repair any damage caused to such property during the lease period on his own, failing which the same shall be recovered from his earnest money cum security deposit.
20. The Commissioner may issue directions to the lessees from time to time with regard to the administration of the lease settlement or any other interest of the Corporation which the lessee will be bound to comply with within the time stipulated in such direction.
21. In the event of any violation by the lessee of the terms and conditions as laid down in the notice inviting tender, agreement signed between the parties as provided in clause 11 hereinabove and/or any provision of this byelaws, and violations of any directions issued under clause 21 hereinabove, the Commissioner shall be competent to terminate the lease after giving him an opportunity to be heard and the earnest money cum security deposit shall stand forfeited :

Provided that in the event of such termination of lease before the expiry of term, the Commissioner shall issue a fresh mid term notice inviting tender for the remaining period of the term :

Provided further, that if there is a single bid in response to the notice inviting tender, the procedure stated in clause 8 hereinabove shall be followed.

22. For the purpose of realization of any further arrear of defaulted amount, the provisions of Chapter-XX of the Act, or the Bengal Public Demand Recovery Act, 1913 shall be applicable. In order to apply the Bengal Public Demand Recovery Act 1913, the Commissioner shall, with the approval of the Standing Finance Committee appoint any Class-I or Grade-I officer of the Corporation as the "Collector" within the meaning of the said Act, and appeal against the order of the Collector shall be to the authorities prescribed by the said Act, and the rules framed thereunder.

ANURAG GOEL,
Commissioner,
Guwahati Municipal Corporation,
Panbazar, Guwahati.