



OFFICE OF THE MANAGING DIRECTOR,
ASSAM STATE TRANSPORT CORPORATION,
PALTANBAZAR, PARIBAHAN BHAWAN, GUWAHATI- 781008

No.: -ASTC/CE/2013/1130/666

Dated: 1/12/2023

NOTICE INVITING QUOTATION

Sealed quotations valid for 3(Three) months in prescribed form enclosing IPO of Rs. 10.00 (Rs. Ten) only and Earnest Money of Rs.25,000.00 (Rupees Twenty Five Thousand) only are invited from the individual/firm/companies or any other Commercial Organisation interested to carry on their business at **Ground Floor (area 219.86 Sq.m), 1st Floor (area 232.76 Sq.m) and 2nd Floor (area 232.76 Sq.m) Building alongwith free space for parking and approach road (445.93 Sq.m) at ASTC Bongaigaon Station** on license basis. The quotationers have to quote rupees per month excluding GST, electricity bill and other taxes as applicable time to time to be paid by the quotationer. The minimum rent of all the spaces mentioned above has been fixed as Rs.1,80,786.00 (Rupees One Lakh Eighty Thousand Seven hundred Eighty Six) only per month excluding GST, electricity bill and other taxes as applicable from time to time.

Name of Station: Assam State Transport Corporation, Old Bongaigaon Station.

Space Available: **Ground Floor (area 219.86 Sq.m)**

1st Floor (area 232.76 Sq.m)

2nd Floor (area 232.76 Sq.m)

Free space for parking and approach road (445.93 Sq.m)

Details terms and conditions may be obtained in our website astc.assam.gov.in, which will give a clear picture.

Interested parties may collect the quotation papers from the office of the undersigned during office hours of any working day from **04/12/2023** to **26/12/2023** on payment of Rs. 500.00 (Rupees five hundred) only in the shape of bank draft drawn in favour of "Managing Director, ASTC, Paltanbazar, Guwahati" which is non-refundable. The last date and time of receiving quotation is **27/12/2023** up to 2:00 pm and will be open on same day i.e. **27/12/2023** at 3:00 pm in presence of the quotationers or their representatives who choose to attend at specified time and date. If the specified date of opening being declared as holiday for the employer the quotation will be open at appointed time & location on the next working date.

This is issued with the approval of Managing Director, ASTC.

Chief Engineer (Civil)
Assam State Transport Corporation,
Guwahati-08

Memo No: ASTC/CE/2013/1130/

Dated: 2023

Copy to.

1. The Hon'ble Chairman, ASTC, for kind information.
2. The Hon'ble Vice Chairman, ASTC, for kind information.
3. The Divisional Superintendent, ASTC, Bongaigaon for information .
4. Office Copy

Chief Engineer (Civil)
Assam State Transport Corporation,
Guwahati-08

Terms and Conditions for allotment of space for running business at Ground Floor (area 219.86 Sq.m),1st Floor (area 232.76 Sq.m) and 2nd Floor(area 232.76 Sq.m)Building and free space for parking and approach road (445.93 Sq.m) at Bongaigaon Station, Assam State Transport Corporation on Licence basis.

1. The bidding document may collected from the office of the Managing Director, ASTC, Paltan bazaar, Guwahati during office hours upto 5.00 PM of any working day from **04/12/2023 to 26/12/2023** on payment of Rs. 500.00 (Rupees five hundred) only in the shape of bank draft drawn in favour of “Managing Director, ASTC, Paltanbazar, Guwahati” which is non-refundable. The last date for receiving quotation is **27/12/2023 up to 2.00 PM**. Quotation will be opened date i.e. **27/12/2023 on 3.00 PM**. Quotationers or their representative may be present at a time of opening of quotations if desires. In absent of any representative the authority has the right to open the quotations as deem fit. Quotationers should mentioned “**Quotation for allotment of space for running business at Ground Floor (area 219.86 Sq.m),1st Floor (area 232.76 Sq.m) and 2nd Floor(area 232.76 Sq.m) Building alongwith free space for parking and approach road (445.93 Sq.m) at ASTC Bongaigaon Station**” on the top of envelop submitted by them. Unsealed quotation will be treated as non-responsive.
2. The quotationers have to be quoted rate not below the fixed minimum rent/charge/ fee i.e.Rs. 1,80,786.00(Rupees One Lakh Eighty Thousand Seven Hundred Eighty Six) only per month excluding G.S.T, electricity charges and other taxes as applicable time to time to be paid by the successful quotationer.
3. The quotationers have to submit the photocopy of Pan Card,VoterID,Aadhar Card, Registration Certificate in case of company or organization, Trade Licence in case of company or organization along with the quotation.
4. The successful quotationers will have to deposit one time registration fee fixed as Rs. 2,00,000.00 (Rupees Two Lakhs) only including GST which is non refundable and Security money equivalent to 3 (Three) month’s rent excluding GST both in the shape of Bank Demand draft payable in favour of Managing Director, ASTC, Paltan Bazar, Ghy-08 within 21 days time from the date of the issue of written order from MD,ASTC.
5. The Security money will be adjusted/refund only after the surrender of said space to ASTC in good conditions. On surrender of the said space any damage will be rectified, the cost of the repairing will be deducted from the Security Deposit.
6. On successful deposit of Registration fee and Security money quotationers will have to sign the agreement & formal allotment order will be issued accordingly.
7. The Earnest money of Unsuccessful quotationers will be refund after issue of the allotment order. Successful quotationers may adjust the earnest money with Registration fee and Security Money as applied for.

8. Cost of construction/Renovations work for the existing Building fixed of Rs 50(Fifty) Lakhs. At any cost this amount should not be exceeded. The construction cost will be adjusted @ 50% (fifty percent) towards monthly licence fee against the building and remaining 50% (fifty percent) of the monthly licence fee including tax as admissible will have to be paid in cash. The construction cost will be treated as advance payment.
9. If the allottee wants to Construct in free space allotted along with the Building in future the cost of the construction will have to be borne by the allottee himself/ herself, with due prior written approval of the ASTC authority, which may be adjusted with the monthly licence fee depending upon the approved estimate by the ASTC authority.
10. The cost of repairing as well as fitting & fixing of accessories work if any in future will have to be done from the quotationers end, with due written approval of ASTC authority, which is non refundable or non adjustable.
11. You will have to keep the area clean at your own cost.
12. The successful quotationers shall provide bins/containers. Waste must be appropriately packaged for disposal with the use of proper refuse bags.
13. The monthly rent and other charges to be deposited to Station Superintendent ,ASTC, Bongaigaon in the 1st week of each calendar month. Non payment of monthly rent for 3(Three) consecutive month to ASTC will leads for cancellation of the allotment automatically. No complain/ objection whatsoever will be entertained in future in this regards.
14. No electric power connection will be provided from ASTC. You have to take electric power connection directly from APDCL at your own risk and cost. ASTC authority will provide "NOC" for the same if required.
15. The said premise should not be used for any other unlawful activities.
16. The terms of this allotment is initially for 12(Twelve) years subject to the renewal with enhancement of monthly fee/charge @ 10% (ten) percent in every 3(Three) years interval. After 3(Three)years it will be renewed on the basis of performance record like payment or rent, conduct etc. It will be prime responsibility of the quotationers to apply for renewal to the ASTC authority.
17. **Sub-let of the allotted room/ stall is strictly prohibited.**
18. If the allotted building/space is required by ASTC for own use, you will have to vacate without any objection within three months time notice from ASTC authority and construction cost and registration fee will be refunded to you after deduction of 5%(five percent) of total amount per annum. Quotationers may also vacate the same at his own interest with prior 1(one) month notice to ASTC authority .

19. Any party falling under the following category is not eligible:-

- (a) Any quotationers debarred/blacklisted by CBI or ASTC or undertaking/Department of Central or State Govt.
- (b) Any quotationers facing action under any act and court cases pending in the Courts with ASTC.
- (c) Any quotationers who have earlier not paid outstanding dues to ASTC, in connection with any type of business carrying under ASTC shall also not be eligible for the quotation.

A declaration to this effect has to be submitted on Non-Judicial Stamp Paper of Rs.100.00 duly attested by the Notary Public by the party while submitting the quotation. Either the party may clear all dues to ASTC and then in eligible for the quotation supported by dues clearing documents.

20. Conditions for terminating ,Debarring and blacklisting parties after the award

- (a) If the party after the award letter is issued does not complete the formalities of acceptance or does not commence the operations of the facilities on the commencement date specified or does not sign agreement, the entire contract is to be terminated by ASTC & EMD received will be forfeited.
- (b) If ASTC finds that the party had submitted any false/wrong/concealment of information/documents effecting criteria. In such case contract will be terminated by ASTC and EMD shall be forfeited.
- (c) If the party does not operate the business of the licence within a period of 3 (Three) months from the date of work order, in that case party is liable to pay the licence and other fees.
- (d) ASTC reserves the right to extend the date of receiving the quotation as well as to extend the validity of the quotation.

21. For breach of any terms & conditions of this Quotation, ASTC shall have the right to terminate this Quotation at any time without any prior notice.

22. The undersigned does not bind himself to accept the highest quoted quotation and reserves the right to reject any or all quotations without assigning any reason thereof.

23. The Quotationers have to enter the agreement with ASTC authority for which 3(three) nos. of non-judicial stamp papers of Rs. 100.00 (Rupees One hundred) only each have to be submitted within the time framed to the Managing Director, ASTC, H.O. for execution.

24. All paper of the Quotation documents should be duly signed by quotationers.

25. The quotationers should visit the site to well acquainted himself about the condition of the proposed business premises and assure about the cost of repair, fitting fixing of new accessories as per the business purpose and the cost of the same will not be refundable or adjustable.
26. The monthly rent will be effect after 45 (forty-five) days time from the date of receiving of allotment order from ASTC authority.
27. In case of Firms registered under the Indian Partnership act and companies registered under Companies act, the person signing the tender shall state the authority under which he/she is signing / acting on behalf of Partnership firm/company and enclose the certified copy of the partnership & power of Attorney. Deed/ Memorandum of Article of Association issued by the authorities.

28. **Dispute Resolution & Laws governing the Contract:**

In case of any difference/dispute arises between the parties during the period of the agreement, the same may be settled amicably by all the parties and in case of failure such difference/dispute may be referred to the Chairman, ASTC and its decision shall be final and binding on all the parties.

- **Governing Law:** This contract shall be governed by and construed in accordance with Indian Laws.
- **Jurisdiction:** The parties irrevocably submit to exclusive jurisdiction of the Courts of Guwahati, Assam in all matters arising under this agreement.

The Selected bidder should adhere to all Acts and laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the bidder.

29. ASTC does not bind itself to accept the highest quoted quotation and reserves the right to reject any or all quotations without assigning any reason thereof.
30. That in the event of the bidder makes any default in the performance of his contractual obligations or fulfillment of social obligations or to carry out directive principal of state, ASTC may terminate the contract by giving 1 month notice to the bidder for such termination.
31. That, the successful bidder shall keep the first party indemnified against all actions, claims, demands and expenses on account of any breach of the terms and conditions of the agreement.
32. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various labour laws such as Minimum wages Act (Central), Payment of wages act, Bonus act, contract labour (Regulation & Abolition)act 1970, EPF act, ESI act and various other act as applicable from time to time with regard to personnel engaged for execution of contract.

33. ASTC may terminate this Agreement immediately if an Insolvency Event occurs in relation to the other Party. An "Insolvency Event" means, in relation to any person or entity, any of the following events: (i) becomes insolvent or is unable to pay its debts as they become due; (ii) a resolution being passed for its voluntary winding up or a court of competent jurisdiction making an order that it be wound up or dissolved; (iii) otherwise files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iv) the making of an administration order or the appointment of a receiver, or an encumbrance taking possession of or selling an asset of the person or entity; (v) a composition or arrangement with its creditors or an application to a court of competent jurisdiction for protection from its creditors; or (vi) the occurrence of an event under the Laws of any jurisdiction of an event analogous to any other event.

34. That in case of any Force Majeure or any incident which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions the licensee shall notify licensor within 30 (thirty) days in writing of such incident thereof.


Chief Engineer(Civil)
A.S.T. Corporation
Guwahati, Assam