

Terms and Conditions for allotment of 1ST floor (Block –A& B) & 2nd floor (Block-A & B) Transport plaza at Dibrugarh, Thana Charali, ASTC Station for running business on Licence basis.

1. The bidding document may collected from the office of the Managing Director, ASTC, Paltan bazaar, Guwahati during office hours upto **12:00 AM of 02/02/2023** at the cost of Rs.500 (Rupees five hundred) only by depositing draft of any schedule bank duly pledged to Managing Director, ASTC, Paltan bazaar, Guwahati, which is not refundable. The last date for receiving quotation is **02/02/2023 up to 2.00 PM**. Quotation will be opened on same date i.e **02/02/2023 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 1st floor (Block –A)/ (Block- B) & 2nd floor (Block-A)/ (Block-B), Transport plaza at Dibrugarh, Thana Charali, ASTC Station” on the top of envelop submitted by them. Unsealed quotation will be treated as non- responsive.
2. The quotation will have to deposit an earnest money of **Rs.25,000.00** (Rupees twenty five thousand) only along with quotation in the shape of Bank draft in schedule bank payable at Guwahati in favour of Managing Director, ASTC, Guwahati and will be adjusted towards security deposit successful quotationers as quoted by him/her /them.
3. The quotationers have to be quoted rate not below the fixed minimum rent/charge/ fee is **Rs.18.00/- per sq.ft per month** excluding G.S.T, electricity charges and other taxes as applicable time to time.
4. Cost of construction for 1st floor block A **Rs.28, 59,375.00**, 1st floor block –B **Rs. 25,05,575.00**, 2nd floor block-A **Rs. 28, 59,375.00**, 2nd floor block-B. **Rs. 25, 05,575.00**. At any cost this amount should not be exceeded. **Details given in Annexure-A**
5. Total monthly rent of 1st floor block A, **Rs. 39,825.00**, 1st floor block –B, **Rs. 34,897.00**, 2nd floor block –A, **Rs. 39,825.00** and 2nd floor block-B, **Rs. 34,897.00** only as calculated including GST. Construction cost will be adjusted @ **Rs.19,915.00**

only per month from the monthly rent fixed for 1st floor block-A, 1st floor block –B Rs. **17,448.00** ,2nd floor block-A Rs. **19,915.00** and 2nd floor block-B. **Rs. 17,448.00**

6. The monthly rent will be effected from the date of handover of the project. The construction will have to be completed within six (6) Month from the date of signing the agreement.
7. Cost of construction for 1st floor block A, 1st floor block –B, 2nd floor block-A, 2nd floor block-B will be constructed by itself by the successful bidder by own risk & cost after observing all specification as per APWD norms.
8. 1st floor block A, 1st floor block –B, 2nd floor block-A, 2nd floor block-B of Transport plaza, Dibrugarh , Thana Charali will be handed over to the successful bidder only after completion of the each block. Any circumstances successful bidder cannot claim to handover partial completed building.
9. For allotment of said space, the quoted amount will be the monthly rent excluding GST and others taxes as admissible.
10. The quotationers have to submit the photocopy of Pan Card, Voter ID, Registration Certificate of Company/Firm, Partnership Deed authorization Certificate along with the quotation.
11. The quotationers should visit the site and consult with Concern J.E (Civil), H.O, ASTC, before submitting the quotation.
12. The successful quotationers will have to deposit one time registration fee fixed mentioned in **Annexure-A** which is non refundable and Security money equivalent to 3(three) month's rent excluding GST or other taxes both in the shape of Bank Demand draft payable in favour of Managing Director, ASTC, Paltan Bazar, Ghy-08 within 30 days time from the date of the issue of written allotment order from MD, ASTC.
13. 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 from the Security Deposit.

14. On successful deposit of Registration fee and Security money quotationers will have to sign the agreement & formal allotment order will be issued accordingly.
15. The Earnest money of Unsuccessful quotationers will be refund after issue of the allotment order an expiry of quotation. Validity period whichever is earlier. Successful quotationers may adjust the earnest money with Registration fee and Security Money as applied for.
16. You will have to keep the area clean at your own cost.
17. The monthly rent and other charges to be deposited to station Superintendent, Dibrugarh, Chowkindgee. 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.
18. Quotationers will have to connect Electricity directly from APDCL and necessary NOC will be issued by ASTC.
19. The said premise should not be used for any other unlawful activities.
20. 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
21. 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(Thee) 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
22. **Sub-let of the allotted room/ stall is strictly prohibited.**
23. Quotationers will have to vacate the said space if required by ASTC within 1(one) month, time notice of ASTC authority and quotationers may also vacate the same at his own interest with prior 1(one) month notice to ASTC authority.

24. 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/- 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.

25. 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 the stipulated time 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.

26. For breach of any terms & conditions of this allotment and agreement, ASTC shall have the right to terminate this allotment/ agreement at any time without any prior notice. If any arbitrary matter arises, it will be resolved in Guwahati High Court.
27. In case of any dispute the matter may be initially solve on mutual discussion by both the parties. In case of failure the same may be referred to the Chairman of ASTC and his discussion shall be final binding on both the parties.
- **Governing Law:** The contract shall be governed by and construed in accordance with Indian Law
 - **Jurisdiction:** The parties irrevocable submit to exclusive jurisdiction of the Court of Guwahati, Assam.
28. The undersigned does not bind him to accept the highest quoted quotation and reserves the right to reject any or all quotations without assigning any reason thereof.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.


(Rahul Ch. Das, ACS)
Managing Director
A.S.T. Corporation
Guwahati, Assam

Annexure-A**Rate Schedule for Transport Plaza at ASTC Thana Charali, Dibrugarh**

Name of Station	Area in sqft	Minimum Security deposit for three (3) months rent	Registration Fee Fixed	Minimum Monthly rent fixed per sqft	Construction cost fee per sqft	Minimum Rent per month including GST 18 %
Transport Plaza 1st floor block -A at ASTC Thana Charali, Dibrugarh	1875.00	₹ 119,475.00	₹ 500,000.00	₹ 18.00	₹ 1,525.00	₹ 39,825.00
Transport Plaza 1st floor block -B at ASTC Thana Charali, Dibrugarh	1643.00	₹ 104,691.00	₹ 500,000.00	₹ 18.00	₹ 1,525.00	₹ 34,897.00
Transport Plaza 2nd floor block -A at ASTC Thana Charali, Dibrugarh	1875.00	₹ 119,475.00	₹ 400,000.00	₹ 18.00	₹ 1,525.00	₹ 39,825.00
Transport Plaza 2nd floor block -B at ASTC Thana Charali, Dibrugarh	1643.00	₹ 104,691.00	₹ 400,000.00	₹ 18.00	₹ 1,525.00	₹ 34,897.00