

**Terms and Conditions for Allotment of ASTC vacant space for parking at
Chirang ASTC station.**

1. The quotationers will have to quote at Rs 10,000.00 fixed as minimum monthly fee excluding G.S.T, electricity charges and other taxes as applicable for running the business of parking. The monthly fee, GST and electricity charge shall be paid to the Station Superintendent, ASTC, Bangaigaon in first week of each calendar month.
2. You have to pay an amount of Rs. 25,000/- (Rupees Twenty Five thousand) only as registration fee which is non refundable. The registration fee has to be paid to ASTC before taking possession of the allotted space for parking as mentioned above and also an amount as security deposit which is equal to 6 (Six) months rent and 18% GST. The security deposit is refundable/adjustable at the time of expiry of agreement period subject to clearance of monthly license fee and satisfaction of the licensor. Both the amounts have to be paid in the shape of Demand Draft of any scheduled nationalised bank drawn in favour of the Managing Director, ASTC, Paltanbazar, Guwahati.
3. You may develop the allotted area for parking if necessary at your own risk and cost. The expenditure which will be incurred for the same will not be refundable/adjustable by ASTC in future. Further you cannot claim for refund amount in future from ASTC.
4. You will not be allowed to use the said space for any other purpose/business other than parking during the period of contract.
5. The parking fee of vehicles must be as per approval rates of local district administration/District Transport Officer/Local Authority etc. Necessary ticket against each vehicle to be parked in the said premises shall be issued by the successful bidder.
6. No electric power connection will be provided from ASTC. You have to install sub electric consumption meter at your own cost and risk. N.O.C for installation of electric meter will be provided from ASTC.
7. Non-payment of monthly licence fee for 3(three) consecutive months to ASTC will leads for cancellation of the allotment automatically. No complain/objections whatsoever will be entertained in future in this regards.
8. The space allowed to you for parking will have to vacate within one-month time notice without any objection. If the space is required by ASTC for its own use.
9. For breach of any terms and conditions of this allotment and agreement, ASTC shall have the right to terminate this allotment/agreement at any time without any prior notice.

10. You will not be allowed to deal/sale/store any item/activities prohibited by law in the said premises during the period of the contract, you may use the said premise for the purpose of parking only.
11. Successful bidder will get a map showing parking space allotted to him/her.
12. The term of allotment will be for a period of 11(Eleven) months. There shall be 10 % escalation of every 3 years over the license fee of the previous year if the ASTC authority extends the term subject to satisfactory performance of the successful bidder.
13. Address and PAN Card:- Bidder should submit his PAN Card and his address proof.
14. In case of Firm 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.
15. Following parties who are not eligible for participating in the Short NIQ (Notice Inviting Quotation):
 - a. Debarred/back listed by CBI or ASTC or undertaking/Departments of Central Government or State Government.
 - b. Parties facing action under any act and court case pending in the courts and also pending in court cases with ASTC.
 - c. Parties either an individual or a business establishment, who has not paid outstanding dues to ASTC, in connection with any type of business carrying under ASTC shall not be eligible for the quotation.A declaration to all the above 3 points has to be submitted on Non-Judicial Stamp paper of Rs 20.00 (Rupees twenty) only duly attested by the Notary public by the party while submitting the Quotation. Either the party may clear all the dues to ASTC and then eligible for the quotation and must be supported the dues clearing documents.
16. 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.
17. 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.
18. That in the event of the bidder makes any default in the performance of his contractual obligations under this agreement or for fulfilment of social obligations or to carry out directive principal of state policy, ASTC may

terminate the contract by giving 1 month notice to the bidder for such termination.

19. That this agreement shall be binding on both the parties until the expiry of the term of this agreement. In case of any dispute arises between the parties, the same shall be settled by both the parties amicably on mutual discussion between the parties. In case of failure such difference/dispute may be referred to Chairman, ASTC and his decision will be final and binding on both the parties.
20. That, in the event of any damages caused to the premises on account of any act, default or negligence or commission or omission on the part of the second party or his servants or agents etc. the second party shall forthwith execute all the necessary repairs thereto at his own cost under the supervision and to the satisfaction of the first party. Or in the alternative pay adequate compensation to the first party on that account.
21. 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.
22. The Managing Director of ASTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.
23. That the ASTC shall not be accountable for any loss or damages, if the Bidder may suffer on account of any incident while parking of vehicles or for any damage due to cause like storm, fire or for any other causes beyond the control of the authorities of the Licensor or for any special incidental or consequential damages, whether based on breach of contract, tort etc including negligence acts on the part of any person/party/ agent etc of the Bidder during the period of this contract. It is also agreed by both the parties that the Bidder shall indemnify the ASTC against all claims, demand, losses and expenses which the Licensor may have to incur or which may be incurred on account of infringement of any of those terms & conditions of this agreement by the Bidder.
24. That, any material for the parking of vehicles accessories/equipments necessary for parking facility shall be provided by the Bidder at their own cost and for execution of the said contract, the entire cost for fixtures and removal of the material/materials etc shall be borne by the Bidder. ASTC shall not be held liable for any pecuniary loss to the bidder. Cost incurred by the bidder for any kind of work will not be refundable/ adjustable by ASTC in future.

25. The successful bidder shall be liable to pay service tax, electrical charge or any other charges payable for carrying of the business of his contract as agreed upon.
26. Insolvency: 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.
27. Force Majeure: 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.
28. You shall be allowed to park the vehicles as per terms and conditions of this allotment order, as well as, as per terms and conditions which will be incorporated in the deed of agreement that will be executed between both the parties.
29. You have to enter into an agreement incorporating all other relevant terms and conditions with ASTC authority for which two nos. of non-judicial stamp paper of Rs 50.00 (Fifty) only may be submitted to the Law branch in the office of the undersigned for execution.

Yours faithfully,



(Rahul Ch. Das, ACS)

Managing Director

A.S.T.C. Paltanbazar, Ghy-08