

**Terms and Conditions for allotment of Swagat Dhaba at Swagat Petrol Pump at ISBT, Betkuchi for running business on Licence basis.**

1. The quotationers have to be quoted rate not below the fixed minimum rent/charge/ fee is Rs.18/- per sq.ft per month per month excluding G.S.T, electricity charges and other taxes as applicable time to time.
2. The quotationers have to submit the photocopy of Pan Card, along with the quotation.
3. The quotationers should visit the site and consult with DS (i/c), ISBT Betkuchi before submitting 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 which is non refundable and Security money equivalent to 6(Six) 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 21 days time from the date of the issue of written allotment order from MD,ASTC
5. The Security money will be adjusted/refund only after the surrender of Swagat Dhaba to ASTC in good conditions. On surrender of the Swagat Dhaba any damage will be rectified 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 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.
8. The cost of fitting & fixing of accessories work if any will have to be done from the quotationers end, with due written approval of ASTC authority, which is non refundable or non adjustable.
9. You will have to keep the area clean at your own cost.
10. The monthly rent and other charges to be deposited to Divisional Superintendent, ISBT Betkuchi. 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.
11. Quotationers will have to connect Electricity from and necessary NOC will be issued by ASTC.

12. The necessary water supply should arrange by the successful quotationers end.
13. The said premise should not be used for any other unlawful activities.
14. The terms of this allotment is initially for 3(three) 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
15. **Sub-let of the allotted room/ stall is strictly prohibited.**
16. Quotationers will have to vacate the said space if required by ASTC for its own use 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.
17. 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.50/Rs.20. 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.

18. 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.

19. 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.
20. 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.
21. 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.
22. The Quotationers have to enter the agreement with ASTC authority for which 3(three) nos. of non-judicial stamp papers of Rs. 50.00 (Rupees Fifty) only each have to be submitted within the time framed to the Managing Director, ASTC, H.O. for execution.



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