

Terms and Conditions for operating a Canteen at District Transport Officer, Kamrup (M), Guwahati, Assam.

1. Compliance of rules/cleanliness:

- (a) The successful quotationers will comply with the District Transport Officer, Kamrup (M), Guwahati Assam security and emergency policies, procedures and regulations in force
- (b) The successful quotationers agrees to keep the allotted space neat, clean and tidy at all times, maintain health and hygiene at your own cost.
- (c) The successful quotationer shall provide bins/containers. Waste must be appropriately packaged for disposal with the use of proper refuse bags.
- (d) The successful quotationer are to ensure that all waste, garbage etc are carried out of the District Transport Officer, Kamrup (M), Guwahati Assam premises and deposited in the nearest municipality garbage bin everyday
- (e) The eatables served by the successful quotationer shall be wholesome and clean and any officer of the Assam State Transport Corporation/District Transport Officer, Kamrup (M), Assam may at any time enter upon the premises allotted to the successful quotationer for the purpose of this License and take away samples thereof free for purpose of inspection, trial or analysis and the decision of the Assam State Transport Corporation or any of the aforesaid officers about the desirability or quality of the item offered for consumption in the Canteen shall be final.
- (f) The Assam State Transport Corporation reserves the right to add/delete or modify any of the above conditions and shall also reserve the right to issue any fresh conditions depending upon reports/feedbacks received regarding functioning of the Canteen and the quality of the service provided.

2. Term of Agreement:

- (a) The terms of this allotment is initially for the period of 3 (three) years from the date of award of contract of the Canteen to the successful quotationer 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 quotationer to apply for renewal to the ASTC authority.
- (b) The Successful quotationer 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 to the Managing Director, ASTC, H.O. for execution.

3. Personnel Deployed by the Successful Quotationer:

- (a) The Successful quotationers will provide personnel working under this contract with uniforms, which shall state the name of the Successful quotationer, the ASTC reserves the right to order the immediate removal of the staff member that does not adhere to this arrangement.
- (b) The Successful quotationer will ensure that the ASTC is informed of any removal and replacement of personnel. For security reasons the ASTC reserves the right to vet all personnel working under this contract.

- (c) That any employee or other person engaged by the ASTC in the licensed premises indulging in any act of disobedience or misconduct, the ASTC shall take immediate action to withdraw such person from the service and the premises of DTO, Kamrup (M) and the decision of the ASTC in this respect will be final and binding upon him, provided always that, the ASTC shall not in any way liable in respect of any claim made by any employee for wages or damages and the Successful quotationer shall keep the ASTC indemnified.
- (d) The Successful quotationer will ensure that none of his staff will stay in the Canteen during night or during non-functional hours on holidays.

4. Payments:

- (a) The successful quotationer will have to deposit the licensee fee to ASTC only after the allocation of the space for running the business of Canteen at DTO, Kamrup (M) office premises Guwahati by Sr. Addl Commissioner of Transport, Guwahati, Assam and the rent will be fixed by APWD (Bldg) authority ^{concern} ~~ground~~ ^{base} per annum to be paid in one single instalment, to be deposited in the shape of Bank Demand draft payable in favour of Managing Director, ASTC, Paltan Bazar, Ghy-08 from any Nationalised scheduled Bank.
- (b) The successful quotationer will have to deposit one time registration fee fixed as Rs. 15,000.00 (Rupees Fifteen Thousand) only which is non-refundable and Security money equivalent to 1(one) year rent excluding GST both in the shape of Bank Demand draft payable in favour of Managing Director, ASTC, Paltan Bazar, Ghy-08 from any Nationalised scheduled Bank within 21 days' time from the date of the issue of written order from MD, ASTC.
- (c) On successful deposit of Registration fee and Security money the successful quotationer will have to sign the agreement & formal allotment order will be issued accordingly.
- (d) 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.
- (e) Non payment of annual rental to ASTC will leads for cancellation of the allotment automatically. No complain/ objection whatsoever will be entertained in future in this regards.
- (f) The Security money will be adjusted/refund only after the surrender of the Canteen at DTO, Kamrup (M) Guwahati, Assam in good conditions. On surrender of the Canteen at DTO, Kamrup (M) Guwahati, Assam any damage will be rectified from the Security Deposit.

5. Delivery of Service:

- (a) The Service hours in the Canteen shall be from 10:00 AM to 6:00 PM daily which may be modify by the DTO, Kamrup (m)/ASTC, Assam and when considered necessary.
- (b) Only sales to the DTO, Kamrup (m), Assam staff and visitors will be allowed. No outside sale from the Canteen will be allowed unless requested by any Department of the Transport. However, such sale shall not in any case affect the service within the DTO, Kamrup (m), Assam.
- (c) The successful quotationer shall ensured that his personnel uses safety gloves, forks etc while serving eatables to the clients.

6. Maintenance of the space provided:

- (a) The successful quotationer will have to install Sub meter for payment of electric bill as per APDCL norm and pay the charge to DTO, Kamrup (m).
- (b) The said premise should not be used for any other unlawful activities.
- (c) **Sub-let of the allotted Canteen is strictly prohibited.**
- (d) The successful quotationer will be responsible for the maintenance of the facility occupied.
- (e) Approved improvements made to the premises will be from the account of the successful quotationer.
- (f) No compensation will be paid for any improvements made by the successful quotationer.
- (g) No structural changes may be effected without the ASTC's written approval.
- (h) The ASTC shall not be responsible or liable for any loss or damage to the successful quotationer eatables and equipment's stored on the DTO, Kamrup (M) premises

7. Health Hygiene:

- (a) The successful quotationer shall be accountable for all health hazards caused to any person on consuming the eatables of their Canteen.

8. Price:

- (a) All menu items are to be individually priced for sale. The prices of food items shall be as per the price list submitted with the tender/financial bid and should be displayed visibly in the Canteen dashboard.

9. Termination:

- (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.
- (e) The Contract is liable to terminate by giving 1(one) month time notice from either side for breach of any conations of the contract.ASTC shall have the right to terminate this allotment/ agreement at any time without any prior notice.
- (f) The ASTC shall have the right to review the workings of this License from time to time and if any time it is found that the successful quotationer has failed to fulfil any of the

conditions of this License or that his working is unsatisfactory,ASTC may terminate this License after giving the (one) month notice as mentioned above. But no such notice will be necessary if the License is terminated on the grounds of serious misconduct or any other act as the ASTC, Assam may deem fit.

- (g) On termination of the Contract, the successful quotationer is to make good to the premises all damages incurred during his occupancy.

10. Declaration:

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.

11. Arbitration:

- (a) 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.
- (b) If any arbitrary matter arises, it will be resolved in Guwahati High Court.
- (c) During the period of arbitration, there shall be no suspension of the Agreement.
- (h) 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.



(Rahul Ch. Das, ACS)

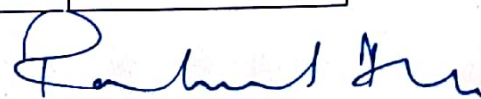
Managing Director
A.S.T. Corporation
Guwahati, Assam

ANNEXURE- A

Rate schedule against all categories of items specified below, duly signed by the party.

Light refreshment

Sl No.	Item	Quantity	Rate
1	Tea	100 ml	
2	Green tea	100 ml	
3	Lemon Tea	100 ml	
4	Black Tea	100 ml	
5	Cardamom Tea	100 ml	
6	Coffee	100 ml	
7	Diet Coffee	100 ml	
8	Patties (Veg.)	1 pc	
9	Patties (Sweet)	1 pc	
10	Patties (Chicken)	1 pc	
11	Onion Kachori	1 pc	
12	Sandwich (Veg.)	1 pc	
13	Burger (Veg.)	1pc	
14	Biscuit	2 pc	
15	Bon	1 pc	
16	Nimki	1 pc	
17	Puff (Veg.)	1 pc	
18	Puff (Egg)	1 pc	
19	Puff (Sweet)	1 pc	
20	Puff (Chicken)	1 pc	
21	Hot Dog (Veg.)	1pc	
22	Hot Dog (Chicken)	1 pc	
23	Pizza (Veg.)	1pc	
24	Pizza (Chicken)	1pc	
25	Pastry	1 pc	
26	Samosa (Veg.)	1 pc	
27	Sugar Cane juice	180 ml	
28	Nimbu Pani (Masala)	180 ml	
29	Rice (Veg)	Per Plate	
30	Rice (Chicken)	Per Plate	
31	Rice (Fish)	Per Plate	
32	Roti & Sabji	Per Plate	



Managing Director
A S T Corporation
Guwahati