



**ASSAM POWER GENERATION CORPORATION LTD.  
REGISTERED OFFICE: 3rd FLOOR, BIJULEE BHAWAN, PALTANBAZAR,  
GUWAHATI-781001, ASSAM**

**RFQ NO.: HR/APGCL/Esstt/2026/1730/43 dated 24/02/2026**

**REQUEST FOR QUOTATION (RFQ)**

**FOR**

**EMPANELMENT OF VEHICLE SUPPLIERS**

**FOR**

**DAILY & MONTHLY USE ON RATE CONTRACT BASIS AT BIJULEE  
BHAWAN HEAD QUARTER(HQ), APGCL, PALTAN BAZAR, GHY-01.**

**Issued by:**

The General Manager (HR),  
Assam Power Generation Corporation Limited  
3rd Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001

*Ajanki*

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**REQUEST FOR  
QUOTATION (RFQ)**

**RFQ Reference No.: HR/APGCL/Esstt/2026/1730/43 dated 24/02/2026**

- 1) **THE GENERAL MANAGER (HR), ASSAM POWER GENERATION CORPORATION LIMITED** invites online Request for Quotation (RFQ) from eligible bidders/firms for '**Empanelment of vehicle suppliers for daily & monthly use on rate contract basis at Bijulee Bhawan, Head Quarter (HQ), APGCL, Paltan Bazar, Ghy-01**'.
- 2) Bidders may submit their bid in the prescribed manner as specified in the RFQ document after satisfying all conditions and submit their bid online in the Assam tender portal (<http://assamtenders.gov.in>).
- 3) **TIMELINE FOR BID SUBMISSION:**

Date of publishing of RFQ document	24/02/2026
Last date & time for submission of RFQ	16/03/2026 (12:00 PM)
Time & date for opening of Technical Bid	18/03/2026 (3:00 PM)
Time & date for opening of Financial Bid	To be intimated later
Availability of RFQ document online	24/02/2026

- 4) All Bids must be accompanied by a Bid Processing Fee of Rs. 2000.00 (Rupees Two Thousand) only and Bid Security (EMD) of the amount of Rs. 200000.00 (Rupees Two Lakhs) only.

**No Exemptions to Bid Security (EMD) & Tender Fee is allowed in this RFQ.**

- 5) Bidders can download the RFQ document free of cost from the official website of APGCL ([www.apgcl.org](http://www.apgcl.org)) or <https://assamtenders.gov.in>.
- 6) The General Manager (HR), APGCL, reserves the right to accept or reject any or all bids either in part or in full without assigning any reasons thereof.

Sd/-  
**General Manager (HR), APGCL,  
Bijulee Bhawan, Paltan Bazar, Guwahati - 781001**

## SECTION I

### 1. SCOPE OF WORK:

**Empanelment of vehicle providers** to provide vehicles on **Monthly** and **Daily** basis for local & outstation on **need basis** from reputed & registered Agencies/Companies/Operators engaged in the transport business since the last 3 (Three) years, with required State Permits/Licenses, for a **period of 1 (One) year**. After expiry of the above prescribed period of 1 (One) year, APGCL reserves the right to extend the period if it so desires at its discretion, subject to satisfactory performance and mutual agreement between the parties for a maximum period of 1 (One) year at a time.

The Agencies/Companies/Operators should have a **fleet of minimum 6 (Six) vehicles (owned by the agency/on lease)**, and have an average turnover of Rs 50.00 lakhs (Rupees Fifty Lakhs only) annually in the last 3 (Three) years.

**Estimated number of vehicles to be hired is 33 (Thirty-Three) nos. on monthly basis.** However, it should be clearly noted that APGCL shall place the order only as per the actual requirement from time to time. Vehicles may also be hired on daily/monthly basis which shall be initially intimated telephonically by designated official and through issuance of work order thereafter. Vehicles may also be released telephonically or through issuance of letter, without giving any prior notice period.

The following types or equivalent vehicles are envisaged for hiring purpose:

- 1) Toyota Innova Hycross- AC
- 2) Toyota Innova Crysta- AC
- 3) Mahindra Bolero/Bolero Neo- AC
- 4) Maruti Swift Dzire (AC) or equivalent
- 5) Maruti WagonR (AC) or equivalent
- 6) Any other type of vehicle, if necessary, called during submission of financial bid.

Sl. No.	Type of Vehicle	Estimated Requirement	Location of Supply
1	Toyota Innova Hycross	1	a) The Vehicles contracted on Monthly Hired Basis shall be primarily on local duty in Guwahati or local area. However, hired vehicles allotted to Senior Officers shall be required to travel to locations outside Guwahati also b) The Vehicles indented on daily hired basis as and when required shall have to travel to various project Site of APGCL (viz. NTPS, LTPS, KLHEP, LKHEP etc.) or any other location within North-East India, as and when required.
2	Toyota Innova Crysta	4	
3	Mahindra Bolero/Bolero Neo or equivalent MUV	9	
4	Sedan (Maruti Swift Dzire/Hyundai Aura, Xcent, Amaze/Tata Tigor etc.)	9	
5	Hatchback (Tata Tiago/ Maruti Wagon R/ Hyundai Grand i10 etc.)	10	

**1.1 The scope of work of the bidder is not limited to the supply of the vehicles on monthly hired and daily hired basis but also include:**

- i. All Vehicles provided by the bidder shall have all the necessary permits/licenses/clearances etc. including but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, etc. as per the Motor Vehicles Act, RTO and other applicable laws, for providing commercial vehicles for this service, as amended from time to time.
- ii. For each and every vehicle, either on monthly hiring or daily hiring basis, the driver shall be required to maintain a logbook *i.e.*, details of various journeys performed during the day since morning till last duty separately and all the entries should be attested from the concerned employee and their respective Controlling Officer. The logbook will have to be furnished along with the respective vehicle bills (Monthly/Daily Hired) to the Nodal Officer (Vehicle), HQ, APGCL for necessary payment.
- iii. **GPS: All vehicles supplied to APGCL should be fitted with GPS technology.**
- iv. Service: Any service required at any time will be given through telephonic intimation and shall be considered as notice at no extra cost.
- v. The Vehicles should be equipped with all accessories necessary for safe journey. The following safety norms as prescribed by the Hon'ble Supreme Court of India are also to be observed strictly before bringing the vehicle on road.
- vi. The Supplied Vehicles must be equipped with a **Fire Extinguisher (dry powder type) and First Aid Box.**
- vii. All Vehicles should be in excellent working condition (both internally and externally) at all times. The Service Provider shall ensure that the vehicles deployed by them are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
- viii. All Vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- ix. **The drivers of the vehicles supplied must possess a valid driving license and must have a minimum 3 (Three) years of driving experience.**
- x. The drivers of the Vehicles deployed should maintain polite & courteous behaviour towards the buyer/passenger.
- xi. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by Buyer/user, use of abusive language, theft, shall attract penalties.
- xii. The supplied Vehicle shall be on discretion of competent authority and may be used for other official purposes, as and when required, in addition to allotted duty and this shall be intimated to the successful bidder and the bidder shall not have any objection with regard to the same. Also, all other terms and conditions with regard to fuel cost and monthly hire charge shall remain same and the bidder cannot claim additional amount for the same.
- xiii. All the maintenance cost regarding technical wellness and cleaning of the supplied Vehicle shall be at bidder's scope without any financial liability on APGCL.
- xiv. The Service Provider shall ensure that the Vehicle and driver report within time as defined by the concerned authorities, from time to time. Buyer shall notify service provider of any change in schedule within stipulated time period. Any delay in arrival beyond 30 minutes, shall attract penalties *i.e.*, deduction of monthly hiring charge etc. as may be decided by the competent authority of APGCL.

- xv. The Service Provider will be responsible for making the alternative arrangement of their Driver etc. in case of absence of regular report staff, if any. The bidder shall also be responsible for making alternative arrangement of any hired vehicle, if any such vehicle is under maintenance etc.
- xvi. At times, APGCL may need additional number of vehicles on specific days in connection with any conference/ meeting/ delegate's visit. The Service Provider shall be responsible to arrange for additional demand of vehicle(s) and any such additional vehicle(s) shall be supplied at the approved rates and conditions. Vehicles supplied on such occasion should be of superior condition and vehicle to be equipped with water bottles, tissues & hand sanitizers.

### 1.2 SERVICE ASSUMPTIONS:

- i. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be fully responsible and liable to deliver the services as per the contract.
- ii. The Buyer shall be entitled to use the vehicle within the scope of service as specified in this tender document and at no point of time, during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
- iii. The Allotted Vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the Buyer.
- iv. The drivers provided by the Service Provider shall not be deemed employees of the Buyer, hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws shall be the sole responsibility of the Service Provider.
- v. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's Vehicle.
- vi. The Buyer shall in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the Vehicle or by the Service Provider.
- vii. During the contract period, if the Vehicle(s) is/are seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authority for whatsoever reasons, that will be at the Service provider's risk and shall arrange alternate vehicle.
- viii. The Service Provider shall be responsible and liable for all police challans, fines and other claims (compensation etc.) arising out of accident in course of operation of vehicles or otherwise. APGCL will bear no responsibility whatsoever in such matters.

### 1.3 PANDEMIC CLAUSE:

During Covid like situation or any such Pandemic in the future, the standard operating procedures as provided by the government from time to time, should be strictly followed by the drivers and service provider.

## 2. ELIGIBILITY OF BIDDER:

- i. The Bidder must have an **Average Annual Turnover of at least Rs. 50.00 Lakhs (Rupees Fifty Lakh only) during the 03 (three) Financial Year viz. FY: 2022-23, 2023-24 & 2024-25.** In this regard, a certified copy from the Chartered Accountant should be submitted by the bidder along with his technical bid, as per the prescribed format in **Form-B4.**

- The certified copy must be accompanied by Income Tax Return (ITR) of the last 03 (Three) financial years viz. FY: 2022-23, 2023-24 & 2024-25.
- ii. The bidder should have positive Net Worth for each of the last three financial years – FY: 2022-23, 2023-24 & 2024-25.
  - iii. With regards to the above points (i) and (ii), a certified copy from the Chartered Accountant or Audited Financial Report for FY: 2022-23, 2023-24 & 2024-25 should be submitted by the bidder along with their technical bid.
  - iv. This must be accompanied by relevant CA Certified/Audited financial documents viz. – Balance Sheet, Profit & Loss Statement, Cash Flow Statement, ITR, etc. of the last 03 (Three) financial year, FY 2022-23, 2023-24 & 2024-25 certified by Chartered Accountant.
  - v. The participating bidder should have a **valid Trade License/Registration as a Travel Agent/Vehicle Supplier** from the competent Authority, for providing vehicles on hire basis.
  - vi. The bidder should preferably have minimum 06 (Six) nos. of vehicles registered (owned/leased) in the name of the Bidding Agency as Commercial/Private. In this regard, the participating bidder shall furnish the required details as per prescribed format in **Form-B5**.
  - vii. The Bidder should have fully functional office with adequate infrastructure in Guwahati for timely delivery of the service. In this regard, the bidder has to **submit the Lease agreement/Landline Bill/Rent Paid Receipt etc. of the office premises**.
  - viii. The Contracted vehicles to be supplied by the empaneled vendor shall not be older than 02 (two) years as on 1<sup>st</sup> January, 2026 OR the Kilometer travelled by the vehicle shall not be more than 35,000 Km. In this regard, the participating bidder shall submit a self-declaration as per prescribed format in **Form-B8** in a stamp paper in the technical bid.

### **3. EXPERIENCE OF BIDDER:**

- i. The bidder must have been in the business of providing Hired Vehicles (LMVs/SUVs/MUVs) as a Travel Agent/Vehicle Supplier for at least any two/three of the following: **Government Departments/Central or State PSU/Public Limited Company/ any reputed Organization during the last 3 financial years i.e., FY: 2022-23, 2023-24 and 2024-25**. The Bidder should have **supplied minimum 10 (ten) nos. of vehicles (LMVs/SUVs/MUVs) of any category on monthly hired basis** in any two organization as stated above during each Financial Year.
- ii. In this regard the Bidder shall **submit relevant documents in support of the past experience** along with their technical bid. Such documents shall include **Self-attested Copy of Empanelment Order/ Contract Agreement Copy/Work Order** for proving that the bidder was in an Agreement/Contract as a Travel Agent/Vehicle Supplier of at least two/three of the organization, as specified above, as per prescribed format in **Form-B5**.
- iii. The bidder shall also be required to **submit mandatorily a Performance Certificate** from the clients in the technical bid. Any adverse remark on the performance of the bidder, quality of service by bidder/quality of work by bidder, failure to meet work schedule by the bidder, etc. received from any Client of the bidder may be considered as ground for disqualification of the bidder from this tender.

In the absence of the above requisite documents, the bid may be considered non-responsive.

## SECTION II

### TERMS & CONDITIONS

1) This RFQ is called for "**Empanelment of vehicle providers for daily & monthly use on rate contract basis at Bijulee Bhawan, Head Quarter (HQ), APGCL, Paltan Bazar, Ghy-01**" for a period of one (1) year from the date of contract agreement.

2) **QUOTING OF MONTHLY & DAILY HIRING RATE:**

➤ **For monthly hired vehicle:**

The monthly basic hiring charge quoted by the bidder for different category of vehicle shall be inclusive of the following components:

- **Fixed Monthly Hiring Charge for different category of vehicle.**
- **Driver Wages/Salary etc.**

**Note:** 1. The POL/ Fuel charges per kilometer for different category of vehicle shall be quoted by bidder in BoQ.

2. The POL charges for the vehicle run shall be paid by APGCL. in addition to the monthly hiring charges as per the empanelled POL rate for different categories of vehicle.

2. The price quoted (monthly hiring & POL) by the bidder shall be firm without any variation for the entire Contract period of 1 (One) year. The monthly basic hiring charge (inclusive of all components as detailed above) shall be quoted in the Price-Bid (BOQ1) of the submitted quotation.

3. The **quoted price in Price-Bid (BOQ1) of the submitted quotation shall be exclusive of GST.**

➤ **For Daily Hired Vehicles:**

The daily hiring charges quoted by the bidder shall be inclusive of driver charges etc. **The POL charges for the vehicle hired on daily basis shall be paid by APGCL as per actuals i.e., Total Distance run X Approved empanelled POL rate of APGCL, in addition to the daily hiring charges.**

**Note:** 1. The price quoted by the bidder shall be firm without any variation for the entire Contract period of 1 (One) year. The daily hiring charge shall be quoted in the Price-Bid (BOQ1) of the submitted quotation. (**Annexure-I**)

2. The POL/ Fuel charges per kilometer for different category of vehicle shall be quoted by bidder in BoQ.

3. The **quoted price in Price-Bid (BOQ1) of the submitted quotation shall be exclusive of GST.**

3) **OTHER CONDITIONS FOR BIDDERS:**

(i) **A Bid Security (EMD) of Rs. 200000.00** ((Rupees Two Lakhs) only in the form of Demand Draft (DD) issued by any nationalized/scheduled bank in favour of the '**The Chief General Manager (F&A), APGCL, 3<sup>rd</sup> Floor, Bijulee Bhawan, Paltan Bazar, Guwahati - 781001**' (the Bid Security will be returned to unsuccessful bidders without any interest after signing of the contract with the successful bidder).

(ii) The Bidder shall furnish as part of its bid, the Bid Processing Fee (non-refundable), of the amount Rs. 2000/- (Rupees Two Thousand) only which shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>

- (iii) The agency shall be responsible for **providing vehicles with drivers.**
- (iv) Vehicles should be registered with the D.T.O. of Assam and has to have up-to-date insurance coverage, Pollution Under Control (PUC) Certificate and any other document as required by Department of Transport, Govt. of Assam.
- (v) The vehicles should have license/permit to ply in the entire state of Assam.
- (vi) Vehicle should be provided to APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati - 781001, on priority basis. In case of emergency, the empanelled agency/service provider shall also be required to provide vehicles on short notice to APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati - 781001.
- (vii) The vehicles hired on monthly basis shall be made available for APGCL use during as well as beyond office hours.
- (viii) Maintenance/cleanliness of the vehicle shall be borne by the selected agency. The car must be kept clean (interior & exterior) and periodically serviced. Weekly sanitization of the car should be ensured. During the period of maintenance, the Bidder shall provide suitable standby vehicle of same make and model, which again shall be in good condition and road worthy and safe in all respects.
- (ix) It would be the responsibility of the bidder to check the antecedents of the drivers engaged with the hired vehicles and ensure that drivers' conduct is clean and do not cause any kind of hassle to the officials of APGCL using the vehicles.
- (x) Payment to the driver engaged and paid by the agency should conform to the existing Labour Laws & Rules.
- (xi) The driver employed by the bidder should be well behaved and conversant with the rules and regulations of driving. The driver shall report to the user on time and maintain punctuality during duty hours. **The driver should not consume alcoholic drink or other addictive substances while on duty.**
- (xii) In case of misbehavior by driver, such driver shall have to be removed from the service. The agency will have to ensure that such driver shall not get re-appointment with other car dealing with APGCL.
- (xiii) The driver should mandatorily have mobile phone for connection. The driver engaged should not be out of communication by switching off mobile phone. However, while driving, the driver should strictly avoid attending to mobile phones.
- (xiv) **Vehicles may be required on Sundays & other government holidays and also beyond the normal working hours.**
- (xv) **The selected vendor shall indemnify APGCL and hold harmless & all claims, damages, losses, cause of action, liabilities in each of any untoward incidents.**
- (xvi) **The rates of the hired vehicles shall be fixed for the entire contract period, i.e., 12 months from the signing of the contract.** *However, APGCL may increase charges of hired vehicles in the subsequent years, if given an extension, at their discretion, depending on satisfactory performance, considering market value, etc.*

- (xvii) Parking charges, municipal taxes, if any, will be paid by APGCL at the time of payment of the monthly bills on production of such receipts in original.
- (xviii) **APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati – 781001, reserves the right to enter into Contract with more than one Bidder for the purpose of hiring of vehicles.**
- (xix) The empanelled agency/service provider shall be responsible and answerable for all claims from third parties including the employees of the purchaser in the event of any accident or injury, death, loss or damage leading to/involving any liability caused by the Bidder's driver. If during the contract period, any loss or damage to property or life, death due to accident etc., is caused either to the passenger, driver or any other third party, General Manager (HR), APGCL, shall not be responsible for the same.
- (xx) All the cars should be provided with full size floor mats so as to cover the entire carpet, mobile charger, car perfume, portable fire extinguisher and first aid box.
- (xxi) Record of the actual KM run by the vehicle shall be **strictly maintained in the log book** on daily basis duly signed by the driver and the official using the vehicle (*sample log sheet given at Form-B9*).
- (xxii) **No dead mileage will be paid for by the purchaser for reporting/return of vehicles to or from place of duty, i.e., the purchaser shall not pay for the kilometers covered from bidder's garage to/from any of the reporting points.**
- (xxiii) Bidders should write their Agency's names, contact details, etc. on the reverse of the envelopes. RFQ document with seal & signature along with seal & signature of supporting documents should be part of the Quotation submitted.

**4) The Bid Security (EMD) may be forfeited:**

- a) when the bidder withdraws or modifies its bid after due date for submission;
- b) when the bidder does not deposit the required performance security and/or sign the contract within the specified period; and
- c) if the bidder breaches any provisions of **Code of Integrity**.

**5) MANDATORY DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:** The bidder must mandatorily submit the following documents to qualify technically:

- (i) **Date of commencement of business** (*the firm must be in travel business for the past 3 (Three) years leasing out vehicles on hired basis to government institutions/PSUs/reputed private organizations (copies of relevant documents to be furnished since 2022-23 up to 2024-25); (Form-B3)*)
- (ii) **Name of state government/semi-government/corporation/PSU to which the agency is rendering similar services for the past 3 (Three) years** (*copies of work orders showing continuation of work in FY 2022-23; 2023-24 & 2024-25); (Form-B5)*)
- (iii) **Annual Turnover for each of the last three (3) years Financial Year should be Rs. 50.00 lakhs** (2024-25; 2023-24 & 2022-23); (*CA certified copies*) **(Form-B4)**
- (iv) **Income Tax Returns (ITR) for each of the last three (3) years Financial Year** (2024-25; 2023-24 & 2022-23); (*CA certified copies*)

- (v) Up-to-date Trade License;
- (vi) Copy of PAN;
- (vii) Copy of GST certificate.;
- (viii) Current Bank Account details – Cancelled cheque;
- (ix) Bid Security (EMD) of Rs. 200000.00 (Rupees Two Lakhs) only.
- (x) **All Bidding Forms: B1, B2, B3, B4, B5, B6, B8 & B9**

**6) EVALUATION OF QUOTATIONS:**

- i) **TECHNICAL:** The purchaser shall evaluate the Quotations based on the following factors:
  - a) Technical bids are substantially responsive as per the terms & conditions laid down in the document;
  - b) are properly signed.
- ii) **FINANCIAL:** Price bid of the technically responsive bidders shall be opened for evaluation.
  - a) Bidders shall quote rates (with drivers) against vehicles for daily and monthly use. The lowest rate will be determined vehicle wise.
  - b) The L-1 rate so discovered against each vehicle category shall be intimated to the technically responsive bidders. The technically responsive bidders who accepts the L-1 rate against each category of vehicle shall be considered for empanelment.
  - c) **For the purpose of determining L-1 rate for POL, a distance run of 1200 KM per month shall be considered for normalization. However, bidder shall quote only per KM rate in the BoQ.**

**7) BID Evaluation Criteria:**

**a. Techno-commercial Part:**

- i. The Techno-commercial Part of bid shall be evaluated as per clauses stipulated in this RFQ document and also if required as per instructions laid down in the document "General Conditions for Supply and Erection 2014" of APGCL.
- ii. EMD must be paid by Bidder.
- iii. Bidders must ensure that complete bid along with all details & documents as sought are submitted as per requirements of this tender document.
- iv. If any of the clauses of the Tender contradict the clauses of the document "General Conditions for Supply and Erection 2014" of APGCL, then those stated in this Tender shall prevail.

**b. Price Part (BOQ1):**

- i. The final total of quoted price against each category of vehicle inclusive of all components as referred in BoQ1 shall be considered during price bid evaluation. The bidder must clearly specify rate as per the item listed in BOQ1. L-1 price against each category of vehicle shall be selected and all the technically qualified bidder will be given opportunity to accept the L-1 price for entering into an agreement for empanelment of 1 (One) year. Bidder may quote for only one category of vehicle or for all category of vehicles.

AT

## 8) PREPARATION & SUBMISSION OF BID:

- 8.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in this RFQ document as required. The bid shall be typed with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on its behalf, in token of acceptance of the Bid terms and conditions. Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.
- 8.2 The Bidder shall submit both Technical and Price Bid online at the e-Procurement portal within due date and time for submission.
- 8.3 The bidding documents issued by the Procuring Entity in the e-procurement portal (i.e., <https://assamtenders.gov.in> ) will appear in the "Latest Active Tender". The Bidders/ Guest users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document (i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of "Latest Active Tender".
- 8.4 **Portal Registration:** The bidder intending to participate in the bid is required to register in the e-Procurement portal using an active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/ She must submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents.
- 8.5 For further details, the bidder may visit the Assam Tender Portal <https://assamtenders.gov.in>
- 8.6 The bidder can download the bidding document and undertake the necessary preparatory work and thereafter upload the completed bid at their convenience before due date and time for submission.
- 8.7 The bidder can upload technical bid in ".pdf" format.

## 9) BID SECURITY:

- 9.1 **Bid Security (EMD):** The Bidder shall furnish as part of its bid, a Bid Security (EMD) of Rs. 200000.00 (Rupees Two Lakhs) only which shall be deposited online during bid submission at <https://assamtenders.gov.in> . The bid security can also be submitted in the form of Bank Guarantee issued by a Scheduled Bank in India. If EMD is submitted through BG, the bidder will be required to upload the scan copy of the BG during online Bid submission and the original Hard Copy of the BG should reach APGCL HQ on or before bid opening. For details regarding submission of EMD through BG, bidders are requested to refer clause 9.
- 9.2 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either as per the prescribed format at **Form-B7** provided below in this document. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.
- 9.3 The Bid Security must remain valid for a period of 180 (One Hundred and Eighty) days from the start date of online submission of bid.
- 9.4 Any bid not accompanied by a Bid Security as specified in Clause 9 shall be rejected as non-responsive.
- 9.5 The Bid Security of unsuccessful bidder (Technically Rejected) shall be released upon completion and declaration of Technical Evaluations of the submitted bids.

- 9.6 The Bid Security of unsuccessful bidder (Technically Accepted but is/are not the L1 bidder) shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful bidder.
- 9.7 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security Deposit.
- 9.8 In case Procuring Entity (APGCL) decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.
- 9.9 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 9.10 The Bid Security deposited by a Bidder may be forfeited in the following cases:
- i. When the bidder withdraws or modifies its bid after due date for submission.
  - ii. When the bidder does not deposit the required performance security and/or sign the contract within the specified period.
- 9.11 **Instructions to bidder who intends to pay the EMD (bid security) amount of the tender through Bank Guarantee:**

For bidders opting for payment of EMD through BG, the bidder shall follow the below steps at online portal <https://assamtenders.gov.in>

- The bidder shall select the EMD exemption option as "Yes" and in the following steps shall upload the Scanned BG documents and proceed.
- If the bidder selects the EMD exemption option as "No" then the system shall prompt to pay the EMD fees online. There shall be no option to upload the scanned BG document against EMD in that case and the bidder has to pay the EMD online only. This is due to limitation/restriction of the portal. The bidder may not be able to proceed further or revert to the former menu. Hence for BG payment of EMD, the bidder shall select "YES" option.
- Since EMD exemption is not given for this tender and due to the limitation/restriction of the portal, the bidder may not be able to proceed with BG as EMD by selecting the "No EMD exemption option" of the portal, hence, the bidders are advised to proceed by selecting the EMD exemption as "Yes" in case EMD is submitted through BG.

***Address to which the Original BG is to be submitted on or before Bid Opening:***  
**The General Manager (HR),**  
**Assam Power Generation Corporation Ltd.,**  
**3rd Floor, Bijulee Bhawan, Paltan Bazar,**  
**Guwahati-781001.**

The BG shall be duly pledged in favour of the Chief General Manager (F&A), APGCL and shall be valid for 01 (one) year period from the Start Date of online Bid submission.  
**No interest shall be payable on such deposits.**

**Note:** The bidder is requested to advise the Bank Guarantee Issuing Bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per the following details:

I. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.

II. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltan Bazar Branch, A/C no. 375010200007573, IFS code - UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

BG format for EMD is given as in **Form-B7**.

**No EMD Exemption is provided for this RFQ.**

- 10) **Notwithstanding the above, the lowest evaluated responsive rate may be offered to any other empanelled agency which shows satisfactory performance and vehicle(s) may be hired from that agency at the discretion of General Manager (HR), APGCL.**
- 11) Empanelment will be formed among the eligible bidders as per the minimum qualifying criterion mentioned in the RFQ. However, all the empanelled vendors need to be agreeing to work on the L-1 rates arrived through financial bid at subsequent stage. Those who do not agree to work on L-1 rates will be disqualified from the empanelment and their EMD will be returned.
- 12) **INCOMPLETE DOCUMENTS: Failure to furnish information required in this RFQ or submission of Quotation not responsive to this RFQ or incomplete information will be at the Bidder's risk and responsibility and the same may finally lead to rejection of the Quotation.**
- 13) **Each bidder shall submit only one Quotation.**
- 14) **OFFER OF EMPANELLMENT:**
  - (i) The purchaser will offer empanelment only to those bidders whose bid has been determined to be substantially responsive to the technical criteria as specified in the Quotation;
  - (ii) Notwithstanding the above, the purchaser reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of empanelment;
  - (iii) The bidder whose Quotation is accepted will be notified by the purchaser prior to the expiration of the bid validity period (i.e., 60 days from the end date of submission of bids).
- 15) **DETERMINATION OF LOWEST BIDDER:** For the purpose of arriving at lowest bidder (L1), 1200 KM run, **a distance run of 1200 KM per month shall be considered for normalization. However, bidder shall quote only per KM rate in the BoQ.**
- 16) **REPAIRS AND MAINTENANCE:** All repairs and maintenance will be the sole responsibility of the empanelled agency.
- 17) **POL/FUEL:** The fuel/POL or other consumables shall be provided by the empanelled agency, which shall be reimbursed by APGCL.
- 18) **NON-ASSIGNMENT:** The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.

19) **SIGNING OF CONTRACT:**

- 19.1 Promptly after notification of Award/issue of Letter of Acceptance/issue of Work Order, the Procuring Entity may send the successful Bidder the draft Contract Agreement.
- 19.2 The successful Bidder shall sign, date, and return the contract to the Procuring Entity (APGCL) within Twenty-Eight (28) days of receipt of the Letter of Acceptance/Work Order along with required performance security.

20) **TERMS OF PAYMENT:**

20.1 **For vehicles on Monthly Hiring:** 100% (one hundred percent) payment of monthly hiring charge of Vehicle (inclusive of GST, POL Charges) less any penalties, if applicable, will be paid to the contractor on submission of the bill in triplicate along with logbook duly signed by concerned officer and his/her controlling officer, Registration Certificate (RC), PUCC, Insurance to the Nodal Officer (Vehicle) in the office of General Manager (HR), APGCL, HQ.

20.2 **For Vehicles on Daily Hiring:** 100% (one hundred percent) payment of daily hiring charge of Vehicle (inclusive of GST, POL Charges for vehicle as per APGCL approved rate) less any penalties, if applicable, will be paid to the contractor on submission of the bill in triplicate along with logbook duly signed by concerned officer and his/her controlling officer, Registration Certificate (RC), PUCC, Insurance & Vehicle Requisition Form to the Nodal Officer (Vehicle) in the office of General Manager (HR), APGCL, HQ.

20.3 **Fuel Charge:**

In respect of monthly hired vehicles, the POL charges for the vehicle shall be paid by APGCL, in addition to the monthly hiring charges as per the APGCL's approved POL rate, post submission of consolidated bill in triplicate (Hiring Charge + Fuel Charge) with applicable GST.

In respect of daily hired vehicle, the POL charges shall be paid by APGCL in addition to the daily hiring charges as per the APGCL's approved POL rate, post submission of consolidated bill in triplicate (Hiring Charge + Fuel Charge) with applicable GST.

**Note:**

The other payment terms and conditions towards the services, shall also include deduction of payment in case of faulty service.

Payment Condition:

20.4 The payment shall be made as per the terms of contract between the Service Provider & APGCL. No advance payment shall be made to the Service Provider.

20.5 **Parking Fee & Toll Charges:** Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

20.6 **Payment Cycle:** Payment shall be made to the Service Provider on submission of invoice as per the prescribed process flow. The Buyer shall make the payment as per the payment process flow upon submission of invoice, logbook etc. as applicable.

20.7 **Payment Process:**

Payment shall be made only after submission of invoices, logbook etc. Non-submission of the same may lead to delay/ deduction in payment.

All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

20.8 Monthly bills/Daily Hiring Bills shall be submitted in triplicate to the authority specified in contract along with duty slips duly signed by the user. A proper Vehicle Logbook should be maintained for release of monthly bill/Daily hiring bills.

**Paying Authority:**

The Chief General Manager (F&A)  
Assam Power Generation Corporation limited  
3rd Floor, Bijulee Bhawan,  
Paltan Bazar, Ghy-01

**NOTE:**

- i. Any overtime duty charge for drivers/vehicles is not applicable. Any service required at any time/day will be communicated through telephonic intimation and shall be considered as notice no extra cost.
- ii. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometer reading of start or closing of duty/ journey, the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.

21) **PLACES OF SERVICE:**

Provision of registered vehicles with licensed drivers on hired basis for running in the State of Assam and other locations within North-East India. The Vehicles would be required for transportation within Guwahati presently and also to other districts of the State and parts of North-East India, as and when required.

22) **DURATION OF EMPANELMENT:**

The duration of empanelment shall be for initially for a period of 01 (One) Year, which may be extended, subject to satisfactory performance and mutual agreement between the parties for a maximum period of 1 (One) year at a time.

23) **DELIVERY OF VEHICLE:**

In the event of placement of LOI/Work Order and after signing of the Contract Agreement, the successful bidder shall deliver the Vehicles as per the Contract Agreement, with the details of the Vehicles conforming to all statutory norms and assigned driver details to be utilized for smooth running of the Vehicles to the consignee location within 15 days of receipt of LOI/Work Order.

The successful bidder shall also have to attend the Office of the Tender Inviting Authority within 10 (Ten) days of receipt of LOI/Work Order for Contract/Agreement Signing, failing which APGCL may cancel the LOI/Work Order without any notice to the bidder.

24) **PERFORMANCE SECURITY DEPOSIT:**

- On receipt of the Letter of Acceptance/Order, the successful bidder shall have to deposit a **Bank Guarantee from a Nationalized or Scheduled Bank of RBI for an amount equivalent to 10% (ten percent) of the total value of Order/Contract (including GST, etc.) as performance security, within 28 (twenty eight) days from the date of receipt of the LOA/Order or before signing of contract, whichever is earlier, duly pledged in favor of the Chief General Manager (F&A), APGCL and such security deposit shall be valid up to 45 (forty-five) days** beyond the date of completion of all contractual obligations including warranty and other obligations, if any. All claims under the warranty, etc. shall be preferred to the executants bank up to 6 (six) months from the above mentioned 45 (forty-five) days period.

If the Contractor fails or neglects to perform any of his obligations under the contract/as per order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, the security deposit furnished by the Contractor. No interest shall be

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payable on such deposits.

**Note:** The successful bidder is requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

i i. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.

i ii. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltan Bazar Branch, A/C no. 37501020007573, IFS code-UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

**Note:** The Bid Security (EMD) deposited by a Bidder may be forfeited in case the bidder does not deposit the required performance security and/or sign the contract **within the specified time period.**

25) **PENALTIES AND FINES:**

In case of non-compliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Sl. No.	Nature of Default	Default Details	Penalties 1st instance	2nd instance	3rd instance	Remarks
1	Non deployment of vehicle/driver (No replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost.	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
2	Non deployment of vehicle/driver (Replacement provided)	Non deployment for 30 min or more, replacement provided up to 2 hours.	Warning	Penalty of 10% of daily vehicle hiring cost.	Penalty of 15% of daily vehicle hiring cost.	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
3	Breakdown of	No	Amount of	Amount of	Amount of	After 3rd

	vehicle during trip (no replacement provided).	replacement provided up to 2 hours.	charges for vehicle hired by Buyer from third party.	charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost.	charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost.	instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
4	Breakdown of vehicle during trip (Replacement provided)	No replacement provided up to 2 hours.	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or More.	Warning	Penalty of 5% of daily vehicle hiring cost.	Penalty of 8% of daily vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6	Unacceptable behaviour by driver	Any instance	Penalty of Rs.1000/-	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver.
7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1st instance, the Service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.

8	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
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**26) LIABILITY OF ACCIDENT:**

- i. In circumstances the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle driver, passenger or any third party, as per the liability under relevant sections of Motor Vehicle Act, 1986 as amended from time to time and IPC, the hiring authority i.e., APGCL shall have no responsibility whatsoever and will not entertain any claim in this regard under the said provision of the law.
- ii. The Vehicle Supplier shall assign the job of driving of the offered hired vehicles only to qualified, experienced and licensed drivers for ensuring safe driving and assuming full responsibility for the safety of the officers/staff while on the vehicle. APGCL shall have no direct or indirect responsibility arising out of such negligent, rash and impetuous driving which is an offence under IPC and any resultant loss/damage caused to the officers/staff have to be compensated by the Vehicle Supplier.

**27) CLARIFICATION AND ADDITIONAL INFORMATION:**

During submitted bid's evaluation, APGCL may request bidder for any clarification on the submitted bid and/or documents related to the tender. Bidder shall submit the sought clarifications and/or document(s) within stipulated time as determined by the undersigned. However, seeking clarification and document(s) during bid evaluation shall be on sole discretion of APGCL.

**28) FORCE MAJEURE:**

Normally, force majeure shall cover only act of God, fire, war, riots and act of Government etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the Bidder, primarily due to statutory compulsion, extension of delivery time may also be considered on merit of individual case. In case of a force majeure condition, the Bidder shall notify APGCL in writing such condition within 10 (ten) days from the beginning of such delay for consideration and acceptance.

**29) SETTLEMENT OF DISPUTES:**

**29.1 AMICABLE SETTLEMENT:**

If any dispute or difference (s) of any kind whatsoever arise between the parties in connection with or arising out of the work/contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such disputes or differences by mutual consultation between the authorized representatives of both the parties for amicable settlement of the dispute within a period of ninety (90) days after receipt by one party of the other party's request for such amicable settlement.

## **29.2 ARBITRATION:**

Any dispute, controversy or claim arising out of or relating to this work/contract or the breach, termination or invalidity thereof, that cannot be settled amicably between both the parties shall be settled by Arbitration.

In any arbitration proceeding hereunder:

- i. Arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment thereof.
- ii. Arbitration shall be by a sole arbitrator, if agreed upon by the Parties. Failing agreement on the identity of such sole arbitrator, each Party shall appoint one arbitrator, and these two appointed arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel and act as the Presiding Arbitrator.
- iii. In an arbitration proceeding consisting of three arbitrators, if a party fails to appoint an arbitrator within 30 days from the receipt of a request to do so from the other party; or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made upon request of a party by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- iv. In an arbitration with sole arbitrator, if the parties fail to agree on the arbitrator within 30 days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- v. Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati.
- vi. English language shall be the official language for all purposes.
- vii. Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) and the Arbitral Award shall be final and binding on the parties and the persons claiming under them respectively and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- viii. The arbitrators and the parties to the arbitration shall maintain confidentiality of all arbitral proceedings except award where its disclosure is necessary for the purpose of implementation, enforcement and setting aside of the award.
- ix. The cost of arbitration shall be equally shared among both the parties.

## **30) LEGAL JURISDICTION:**

Any disputes or differences arising under, out of, or in connection with this work/contract, shall be subject to the exclusive jurisdiction of courts at Guwahati only.

## **31) MISTAKES/ERRORS IN SUBMITTED BID:**

The Bidder shall be responsible and liable for any change in the work due to any discrepancies, errors, or omissions in the submitted bid which have arisen due to inaccurate information or particulars furnished by the Bidder, even though approved by APGCL.

## **32) AMENDMENT OF CONTRACT:**

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

- i. **Amendment of the Contract after event of Force Majeure:** In case of occurrence of any exceptional event/circumstance which has affected either party directly to perform the agreed services, the Agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- ii. **Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
  - a. **Variation of the Contract as per both parties' consent:** Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following:
    - i. Increase or decrease in the quantity of vehicles
    - ii. Increase or decrease in duration of contract

### 33) **TERMINATION OF CONTRACT:**

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- i. **Mutual consent:** The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- ii. **Breach of contractual obligations:** Any incident considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- iii. **Termination of Contract on grounds of Breach of Contractual Obligations shall lead to the forfeiture of the entire amount of Performance Security Deposit.**

However, termination of this Contract shall not affect any accrued rights or remedies of either party

### 34) **DEATH, BANKRUPTCY ETC.:**

If the Bidder becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, then APGCL shall be at liberty to:

- i. Terminate the contract forthwith by notice in writing to the Bidder or to the liquidator or receiver or to any person in whom the contract may become vested.
- ii. Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by APGCL.

In case of death of the Bidder before completion of the work, then APGCL shall be at liberty to:

- i. Close up the contract and take over the completed portion of work/supply done and made as per specification and make final payment to the legal heir of the Bidder on receipt of claim from such legal heir.

- ii. Give the contract to the legal heir of the Bidder subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by APGCL commensurate with the incomplete portion of the work/supply. APGCL will enter into a fresh contract with the legal heir of the Bidder on the same terms and conditions of the earlier contract.

**35) SUSPENSION OF BUSINESS DEALINGS WITH FIRMS/BIDDERS:**

APGCL may suspend business dealings with a Firm/ Bidder, if:

- i. The Central Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.
- ii. APGCL has past record of non-performance of the Firm in its previously awarded contracts.
- iii. APGCL has record of ban against the Firm by other Government / Public sector utility.
- iv. However, APGCL shall give the Firm/Bidder a fair chance to explain the circumstances of such previous suspensions.

**36) BANNING OF BUSINESS DEALINGS WITH FIRMS/ BIDDERS:**

APGCL may ban business dealings with a Firm/Bidder, if:

- i. The owner (s) of the Firm/Bidder is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- ii. There is strong justification that the Firm has been guilty of malpractices, such as, bribery, corruption, fraud, substitution of tenders, misrepresentation, evasion or habitual default in payment of any Government tax, etc.
- iii. The Firm continuously refuses to return government dues without showing adequate cause and Government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- iv. The Firm is found guilty of involving in unethical practices, such as:
  - a. "Corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official procurement process or in contract execution.
  - b. "Fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
  - c. "Collusive practice" involving a scheme among bidders (prior to or after submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - d. "Coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.
  - e. APGCL may sanction a Firm/ Bidder or its successor, including declaring ineligible, indefinitely or for a period of not less than 3 (three) years.

38) **QUERIES:** For any query regarding the tender, bidder shall email at:

- i. [migom.mili@apgcl.org](mailto:migom.mili@apgcl.org)
- ii. [anal.bordoloi@apgcl.org](mailto:anal.bordoloi@apgcl.org)
- iii. [zahid.khan@apgcl.org](mailto:zahid.khan@apgcl.org)

39) **CORRIGENDUM:** Corrigendum, if any, would be published online on the E-tender portal - <https://assamtenders.gov.in> and will be deemed to be a part of the APGCL bid document and binding on all the bidders.

40) **INSTRUCTIONS TO FILL THE PRICE BID (BOQ):**

- i. The Item-wise BOQ document in MS-Excel format will be available on the E-tender portal - <https://assamtenders.gov.in>.
- ii. The BOQ document will comprise of 3 tabs viz., BOQ1, Monthly Charge & POL charges.
- iii. The bidder will fill the details in the BOQ document pertaining to TIA, Name of Work & Contract.
- iv. In the BOQ1 tab, bidder will provide the Daily Hiring Rates (within Guwahati) & Daily Hiring Rates (outside Guwahati) in the coloured column.
- v. In the Monthly charge tab, bidder will provide the Monthly Hiring Rates in the coloured column.
- vi. In the POL charges tab, bidder will provide the POL Rates (per KM rate) in the coloured column.
- vii. No hard copy of BOQ shall be accepted.

**SECTION III**  
**(BIDDING FORMS)**

**TECHNICAL FORM – B1**

*(This form must be submitted using official letterhead of the agency)*

**RFQ NO. HR/APGCL/ESSTT/VEH. HIRING/2025/**

**Dated:**

**OUR REFERENCE NO.:**

**Dated:**

To,

**The General Manager (HR), APGCL,  
Bijulee Bhawan, Paltan Bazar,  
Guwahati - 781001**

**Sub:** Request for Quotation (RFQ) for Empanelment of vehicle providers for daily & monthly use on rate contract basis at Bijulee Bhawan, Head Quarter (HQ), APGCL, Paltan Bazar, Ghy-01.

**Sir,**

- 1) I/We, the undersigned, hereby submit our Quotation for the work of "Empanelment of vehicle providers for daily & monthly use on rate contract basis at Bijulee Bhawan, Head Quarter (HQ), APGCL, Paltan Bazar, Ghy-01",
- 2) In submitting the Quotation, we make the following declarations:
  - a. **No reservations:** Having read RFQ in its entirety and services to be provided, I/We, offer to participate in providing vehicles on hire to APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati -781001, in conformity with the terms and conditions specified in the bid and have no reservations whatsoever;
  - b. **Conformity:** We offer to provide service in conformity with the RFQ document and in accordance with the specifications specified in the RFQ document;
  - c. **Bid Validity Period:** Our Bid shall be valid for a period of **180 (One Hundred Eighty) days** from start date of online bid submission. A bid valid for a shorter period shall be rejected as non-responsive;
  - d. **Eligibility:** We meet the eligibility requirements and have no conflict of interest. We are not participating in more than one bid in this bidding process and we have not been suspended or debarred by Central or any State Government/PSU, etc, in India;
  - e. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices, and we will strictly observe all the laws against fraud and corruption in force in India including, "Prevention of Corruption Act, 1988 (including any modifications thereafter)."

- f. **Annulment:** We understand that you are not bound to accept any Quotation you may receive and may also empanel more than one agency for the stated services under the RFQ.
- g. **Declaration:** It is hereby declared that particulars furnished herewith are true and correct as per my/our knowledge and belief. In the event of any particulars are found to be false, I/We shall be liable to such consequences/lawful actions as APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati -781001, wish to take.

*Yours faithfully,*

.....  
(Authorized Signature)

Name of the authorized signatory:

In the capacity of \_\_\_\_\_ [insert legal capacity of the person signing the Bid]

Address:

Mobile no.:

Email id:

Dated on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**FORM-B2**

**UNDERTAKING BY THE BIDDER**

**AFFIDAVIT**

**(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)**

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- a) We or any of our promoter(s) /director(s)/partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the\_\_\_\_\_ (Date of Signing of Bidder).
- b) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- c) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- d) There is no conflict of interest in submitting this Bid.
- e) We shall abide by the clauses/ conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the RFQ Ref. No. [*insert tender number &date*] for [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives:

Name of the Bidder/Authorized Representatives:

**FORM-B3**

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### BIDDER'S PROFILE

(This form must be submitted using official letterhead of the agency)

Sl. No.	Bidder's information	Details
1)	Name of the Agency	(To be filled by the agency)
2)	Status of the firm (whether Proprietorship/ Partnership/ any other)	(To be filled by the agency)
3)	Name of the Proprietor/Managing Partner/ etc.	(To be filled by the agency)
4)	Address of the registered office in Assam	Address: Mobile no: e-mail id:
5)	Number of years in business providing cars on rental basis	(To be filled by the agency)
6)	Name of the organization(s) to which the Agency is providing vehicles in the last 3 (Three) years (i.e., FY 2024-25; 2023-24, 2022-23)	(To be filled by the agency)
7)	Annual Turnover (in Rs.)	FY 2024-25: FY 2023-24: FY 2022-23:
8)	ITR for last 3 (Three) years (i.e., FY 2024-25; 2023-24, 2022-23)	(To be filled by the agency)
9)	Particulars of the authorized signatory for signing of the bid	Name: Position: Mobile no: e-mail id:
10)	Updated Trade License	(To be filled by the agency)
11)	PAN no.	(To be filled by the agency)
12)	GST no.	(To be filled by the agency)
13)	Bank Details	(To be filled by the agency)

**NB:** Supporting documents with seal & signature to be submitted and arranged accordingly as per the table above.

I/We hereby declare that the information furnished above is true and correct. I/We am/are also attaching the copies of license/authorization documents/etc., claimed above.

.....  
(Authorized Signature)

.....  
Name of the authorized signatory

Designation:

Dated:

**FORM-B4**

**CERTIFICATE ON FINANCIAL STRENGTH**  
**(ON THE LETTERHEAD OF CHARTERED ACCOUNTANT/STATUTORY AUDITOR)**

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year 2022-23, 2023-24 and 2024-25. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

<b><i>Financial Information</i></b>	<b><i>Financial Year</i></b>			<b><i>Average</i></b>
	<b><i>2022-23</i></b>	<b><i>2023-24</i></b>	<b><i>2024-25</i></b>	
	<b><i>Audited</i></b>	<b><i>Audited</i></b>	<b><i>Audited</i></b>	
Total Turnover				
Net worth				

Date:

Signature and seal of the CA firm:

Place:

UDIN:

A

**FORM-B5**

**DETAILS OF WORK ORDERS/CONTRACT AGREEMENT**

**Name of the Bidder:**

**Reference No.:**

<b>Name of the Client</b>	<b>Contract No./Order No. and Date</b>	<b>Description of the Vehicle supplied under Contract Agreement/Work Order</b>	<b>Value of Order (in Rs.)</b>	<b>Quantity (in Nos.)</b>	<b>Reason for any adverse Remarks, if any</b>
1	2	3	4	5	6

**Signature  
(Bidder/ Authorized Representatives)**

**NOTE:** The Bidder shall also furnish the following documents in connection with their past performance:

- i) Copy of Contract Agreements/Work Orders.
- ii) Documentary evidence (Client's certificate) in support of satisfactory Services.

**FORM-B6**

**PARTICULARS OF VEHICLES AVAILABLE WITH THE BIDDER (OWNED/ON LEASE)**

*(Minimum 6 types of commercial/private vehicles of the model and make as required under this RFQ or equivalent to these models and make)*

Sl. No.	Name of Vehicle Brand	Model	Registration No.	Year
1.				
2.				
3.				
4.				
5.				
6.				

**Attach the following documentary evidences:**

- a) *Registration Certificate*
- b) *Insurance papers*
- c) *Taxi permit, if applicable*
- d) *Any other relevant document*

.....  
(Authorized Signature)

Name of the signatory:

Designation:

Dated:

*AT*

**FORM-B7**

**Bank Guarantee Format for Bid Security (EMD)**

**(IN STAMP PAPER of Minimum Rs 100/-)**

Bank Guarantee No: \_\_\_\_\_ Date: \_\_\_\_\_

Bank Details:

Guarantor:

Tender No:

Name of Work:

Name of Bidder/Applicant:

Beneficiary: Chief General Manager (F&A),  
Assam Power Generation Corporation Ltd. (APGCL)  
3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati - 781001, Assam.

Whereas ..... (Name and address of the bidder) is willing to submit their bid against the above mentioned RFQ No.: ..... for .....(Name of Work) invited by the beneficiary on behalf of Assam Power Generation Corporation Ltd. and as per tender/bid conditions, the applicant is required to submit a Bank Guarantee as Earnest Money Deposit.

At the request of the applicant, we as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of Rs.....(in numeric) (Rupees .....only- In words) if:

The bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of the bid.

The bidder fails to furnish the Performance Security for the due performance of the contract/Work Order against this tender.

The bidder fails or refuses to execute the contract.

We undertake to pay the beneficiary up to the above amount upon receipt of its first written demand, without the beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions. This guarantee will remain in force up.....(date) i.e., for 01 (one) Year from the start date of online submission of bid up to amount Rs..... (in numeric) (Rupees .....only- In words) and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary, notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything to the contrary contained herein:

Our liability under this bank Guarantee shall not exceed Rs.....(in numeric) (Rupees .....only- In words).

This Bank Guarantee shall be valid up to.....(date) i.e. from 01 (one) Year from the start date of online submission of bid.

The beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee up.....(date) i.e. up to a period of 01 (one) Year from the start date of online submission of bid.

Dated at this day of , 2026

(Signature on behalf of the Nationalized/Scheduled Bank)

(Seal of the Nationalized/Scheduled Bank)

Address of the main Branch of the Bank.....

Address of the BG issuing Bank.....

AT

**FORM-B8**

**UNDERTAKING BY THE BIDDER**

**AFFIDAVIT**

**(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)**

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm the following:

i. The contracted vehicles to be supplied to APGCL by us shall not be older than 02 (two) years as on 1<sup>st</sup> January, 2026

OR

ii. The total kilometer travelled by the vehicle shall not be more than 35,000 Km

We further confirm that, we are aware of the fact that, our Bid submitted in response of the RFQ Ref. No. [insert tender number & date] for [insert the name of the Goods/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives:

Name of the Bidder/Authorized Representatives:

AH

**FORM-B9**  
**Statutory Tax Compliance**  
**Self-Undertaking for Payment of Statutory Taxes**

To,  
The Procuring Entity,  
[Name of Department/Organization]  
[Address]

Subject: Self-Undertaking regarding payment of statutory taxes before applying for tender  
Tender/Bid Reference No & Date: \_\_\_\_\_.

I/We have duly paid and cleared all statutory taxes, cess, dues, and levies payable to Local Authorities, Panchayats, Municipalities, State Government, and the Central Government up to the date of this tender submission and undertake to promptly discharge any such dues that may arise during the tenure of the contract.

I/We shall be solely responsible for payment of all applicable taxes, including GST, duties, license fees, cess, and any other statutory liabilities arising in connection with the performance of the contract.

I/We undertake to immediately inform the Procuring Entity of any statutory revision, demand, or default and shall bear complete responsibility for settlement of such dues, keeping the Procuring Entity fully indemnified against any liability in this regard.

I/We hereby confirm that all notices, demands, or proceedings issued by any Tax Authority up to the date of this submission have been duly complied with and settled. Any outstanding demand has been disclosed to the Procuring Entity, and I/We undertake to settle the same before award of contract, keeping the Procuring Entity indemnified against any liability.

In case of any reduction in the rate or amount of GST, taxes, duties, or levies after the Notification of Award, the corresponding benefit shall be duly passed on to the Procuring Entity without delay.

This undertaking shall remain valid and binding for the entire duration of the tender evaluation and, if awarded, for the full tenure of the contract including any extensions, until its closure.

I/We understand that at any stage if it is found that any statement or document submitted is false/forged/invalid, the Procuring Entity has discretion to terminate the contract and proceed with alternate arrangements as per the tender's risk purchase clause if any.

I/We declare that the above statements are true to the best of my/our knowledge and belief.  
Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Company Seal:



FORM- B10

SAMPLE LOG SHEET DETAILS

Name of Official	Designation	Date of Start Journey	Date of End Journey	Night Halt, if any (Yes/ No)	Starting km.	Closing km.	Total km. travelled	Signature of Official

*Handwritten signature*