



OFFICE OF THE MANAGING DIRECTOR  
ASSAM STATE TRANSPORT CORPORATION  
PALTANBAZAR, PARIBAHAN BHAWAN, GUWAHATI-781038

**Assam State Transport Corporation**  
*Progress through Partnership for better Services*

**Expression of Interest**

**For commercial operation of ASTC operated Fuel  
Stations at ISBT Betkuchi, Jorhat, Nagaon and Silchar**

অসম চৰকাৰ



সত্যমেব জয়তে

GOVERNMENT OF ASSAM

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## DISCLAIMER

- 1 Though adequate care has been taken in the preparation of this Expression of Interest Document (Eoi document), the Bidder should satisfy themselves that the Document is complete in all respects
- 2 Neither ASTC nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source before submission of this EOI document

- 3 Neither ASTC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document
- 4 ASTC reserves the right, without any obligation or liability, to accept or reject any or all of the EOIs, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever
- 5 ASTC reserves the right to modify or amend or add to any or all of the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations
- 6 Neither ASTC nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays
- 7 The applicable laws for the purpose are the laws of India. Courts of Guwahati will have jurisdiction concerning or arising out of this EOI document
- 8 The Pre-RFP Meeting being conducted by ASTC is to disseminate information about the project and exchange ideas; and is not a pre-qualification for participating in the bid. The bidding for the project will take place through a single-stage system which will include a public advertisement inviting Technical and Financial proposals with the Request for Proposal document being downloadable from the ASTC website
- 9 The bidders are expected to know the relevant rules and regulations of the respective local authorities concerning the site and building-byelaws and City Development Plan

## **ABBREVIATIONS**

- EOI: Expression of Interest document
- GoA: Government of Assam
- GoI: Government of India
- ASTC: Assam State Transport Corporation
- LM: Lead Member
- RFP: Request for Proposal

# 1 INTRODUCTION

## 1.1 Objective

Expression of Interest (EOI) are invited from interested individuals/firms to operate the Fuel stations at ISBT Betkuchi, Jorhat, Nagaon and Silchar respectively. The bidders will also be allowed to set up commercial establishments as per the prevailing rules and regulations with prior approval from ASTC. The interested bidders are requested to visit the above mentioned four fuel stations.

## 1.2 Project Background

Assam State Transport Corporation offers Reliable, Safe, dependable and Comfortable passenger service. Bus Services of ASTC covers rural and hilly roads, highways as well as city roads across the state. Besides, it provides Interstate Transport Services to the neighboring states as well.

ASTC operates a fleet of 852 buses including Hi-Tech Luxury (AC/Non AC) buses for long distances and Hi-Tech semi and mini deluxe bus services for city and rural areas. There are also many private buses operating under ASTC. In 2013, the corporation mooted a proposal to implement a Global Positioning System-based tracking system to ensure efficient city services.

ASTC also operates certain number of fuel stations across the state which not only sells fuel but other products like lubricants such as engine oil and greases. ASTC understands that its primary function is to provide comfortable and good passenger transport service and thus operation & management of such other facilities may not be advisable. Hence, ASTC wishes to invite interested individuals/firms to operate the Fuel stations at the following 4 locations:

1. ISBT Betkuchi, Guwahati
2. Jorhat
3. Nagaon
4. Silchar

## 2 Pre-Qualification Criteria

- The Prospective Bidder should have direct experience of running a Petrol pump or petroleum business in the past and shall have at least 12-15 years of proven track record in operating fuel stations within India. Necessary documents verified by a Gazetted officer/or a self-certificate should be attached along with the application.
- The Prospective Bidder should have a minimum Net worth of INR 15 crore. Valid supporting documents along with a certificate from a Chartered Accountant should be enclosed with the application.
- The bidder should not have been convicted for any criminal offence involving moral turpitude/ economic offences.

### 3 Scope of work/ Terms & Conditions

In addition to the points contained in the foregoing sections, the following terms and conditions shall also apply:

- The applicant or any other member of 'family unit / blood relative' (direct / indirect) should not hold a dealership/ distributorship or Letter of Intent (LOI) currently for a dealership/distributorship of any Oil Company and should not be directly or indirectly involved in any type of petroleum trade.  
'Family Unit' in case of married applicant, shall consist of individual concerned, his/her Spouse and unmarried son(s)/daughter(s) and paternal or maternal relatives. In case of unmarried person/ applicant, 'Family Unit' shall consist of individual concerned, his/her parents and his / her unmarried brother(s) and unmarried sister(s) and paternal or maternal relatives. In case of divorcee, 'Family Unit' shall consist of individual concerned, unmarried son(s)/unmarried daughter(s) whose custody is given to him/her and paternal or maternal relatives. In case of widow/widower, 'Family Unit' shall consist of individual concerned, unmarried son(s)/unmarried daughter(s) and paternal or maternal relatives
- Not have been convicted for any criminal offence involving moral turpitude/ economic offences (other than freedom struggle)
- Not have been a signatory to a dealership / distributorship terminated on account of proven malpractices
- Not be Mentally unsound / totally paralyzed
- The selected candidate before being issued the appointment letter will have to pay an interest free refundable security deposit amount of INR 20 Lakh to ASTC. ASTC reserve its rights to adjust any dues to it from this amount at the time of resignation/termination
- The selected candidate should take over the entire responsibility of the setup and other operational liabilities on behalf of ASTC
- The bidders should be Indian Citizens. In case of non-individual applicants, the entity should be registered in India. In case of Registered Co-operative society/Consumer Co-operative society, it should be registered in the district concerned for applying for Rural ROs
- A person selected for the dealership shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership. A Non - Individual applicant (entity) selected for the dealership will have to manage day to day working / affairs of the dealership under control/supervision of their own employee(s) and in line with the provisions of the contract agreement
- The Lessee (Bid winner) shall have no right, title or interest in the said premises or outfit and shall not be deemed in exclusive possession of the premises. Any modification to the existing structures or any other activity should require a prior approval from the concerned authority of ASTC
- In case, the bidder is an individual entity, he/she has to declare the names of the probable co-partners prior to signing of the final agreement.
- The contract can be terminated by either party by giving three months' notice in writing to the other party of its intention to terminate this agreement. The contract will come to an end at the expiry of notice period or contract period automatically
- ASTC can also terminate the contract immediately in case of any breach of any of the terms in the contract by the Lessee. In the event of the termination of this agreement the Lessee shall not be entitled to any compensation or claim any loss or damage from ASTC in respect of goodwill or otherwise
- The Lessee will install and maintain the station at his own expense. The Lessee will take care of the building, structures and any other equipment in the said premises
- The Lessee shall be responsible for all loss or damage to the outfit, receptacles, containers and premises except the normal wear and tear

- All disputes as to liability shall be decided by the concerned authority from ASTC whose decision shall be final
- No repairs, addition or alteration to the outfit shall be done by the Lessee unless previously authorized by the ASTC. The Lessee shall notify the ASTC immediately of necessity of any repairs or adjustments and thereby ensure that the outfit is in proper working order and delivering full and proper measure at all times. Lessee shall not operate the outfit while it is out of order
- The Lessee shall not remove the outfit or any part thereof from its position on the said premises nor deliver possession thereof to any other person, firm or company other than ASTC nor encumber nor sell the same, not do anything whereby the outfit may be seized or taken in execution of attached, destroyed or injured
- The said premises and outfit shall remain in the absolute property of ASTC and ASTC may at any time enter the said premises to inspect, add or reduce, remove any structures whenever required
- The Lessee during the course of the contract shall not sell or be in any way be concerned in selling fuel and other petroleum products of any other oil company or producer through the outfit at the said premises without the previous consent taken in writing from ASTC
- All expenses in connection with or incident to the storage, handling, sale and distribution of the products shall be borne by the Lessee. The Lessee shall be solely responsible for the payment of all local and other taxes in respect of the sale of the products
- The Lessee shall not sell, assign, mortgage, change or part with or otherwise transfer his interest in the dealership or any right of interest of benefit conferred by the agreement or grant any license in connection with the said premises and/or outfit or any part thereof to any person, firm, company nor allow any other person, firm, company to use the premises of the outfit or any part thereof except to the extent necessary under the terms of agreement and specifically permitted in writing by ASTC
- ASTC will be entitled at all times to enter into and inspect the management of the outlet and premises by the Lessee and the Lessee shall be bound to render all necessary assistance to ASTC or its representatives
- The Lessee shall keep and maintain all the necessary records of sales etc. and present it to ASTC as and when demanded
- The Lessee shall be allowed carry out other businesses such as retail outlets, eateries, fast food joints etc. from the said premises in addition to the sale of the said fuel and other petroleum products. However, prior approval shall be obtained in writing from the concerned authority of ASTC in order to carry out any other business activities. All such other business must be setup as per the prevailing and permissions & guidelines of related authorities. Such proposed businesses can be only set up after obtaining approval from the concerned Oil & Gas Company. The Lessee shall indemnify ASTC against risk arising out of carrying such businesses in the petrol pump area.
- The Lessee shall be solely responsible for and himself bear all expenses with regards to the running of the outlet and shall promptly pay all electrical and water bills consumed on the said premises. The Lessee shall also be responsible for any breach or contravention by himself, his servants or agents
- The Lessee shall during the course of this agreement adequately insure himself against Third party risks, fire and explosion risks, workmen compensation and/or loss of or damage to the product whatsoever
- The Lessee shall have no right to claim that the security deposit be utilized in payment of any dues to ASTC
- If any statement made in the application or in the documents enclosed therewith or subsequently submitted in pursuance of the application by the candidate at any stage is found to have been suppressed / misrepresented / incorrect or false, then the application is liable to

be rejected without assigning any reason and in case the applicant has been appointed as a Lessee, the agreement is liable to be terminated. In such cases the candidate / Lessee shall have no claim whatsoever against ASTC

- All costs incurred by Bidders in making this offer in providing clarification or attending discussions, conferences, or site visits and any other expenses should be borne by the Bidders and will not be reimbursed by ASTC
- Validity of lease agreement shall be up to a maximum of 15 years, with a clause of reviewing the arrangement after every five years.

#### 4 Marking Method

Type	Description	Marks
Related Experience	=12 years	30
	>12-15 years	40
	>15 years	50
Financial Strength(Net worth)	=15 crore	20
	>15 crore – 20 crore	30
	>20 crore	40
EOI Presentation	The bidder should make a presentation during the bidders' conference	10

#### 5 Revenue Model

The revenue for ASTC will be calculated based on the below criteria:

- The allottee has to pay a fixed monthly land lease rental of Rs. 20 per sq. ft. which will be revised after every 3 years based on the current market rate at that time.
- The bidder has to share a minimum of 10% of the commission/margin received from the sale of fuel and related accessories such as lubricants etc.

The bidder who offers the maximum percentage commission share to ASTC will be awarded the contract.

#### 6 BIDDING PROCEDURE

##### 6.1 Prospective Bidders

The Prospective Bidder should be a single entity (Individual/Firm). The Prospective Bidder should have at least 12-15 years of proven track record in operating fuel stations across India with a minimum Net worth of INR 15 crore. The Prospective Bidder may choose to apply for all of the below mentioned fuel stations, however only a maximum of 2 petrol pumps will be allotted to a bidder:

1. Commercial operation of Fuel Station located at ISBT Betkuchi
2. Commercial operation of Fuel Station located at Jorhat
3. Commercial operation of Fuel Station located at Nagaon
4. Commercial operation of Fuel Station located at Silchar

In case a bidder applies for more than 1 fuel station, he has to provide his preference clearly in descending order as Preference 1, Preference 2, Preference 3 and Preference 4. Preference 1 being the top choice and Preference 4 being the lowest choice.

Non-individual entity applicant means Government Bodies/Agencies, Societies registered under Societies Registration Act 1860 / Societies registered under Co- operative Societies Act, 1912 or Co-operative Societies Act as enacted by concerned States, Charitable Trusts registered with Charity Commissioner of respective State Government, Companies formed under the Companies Act, 1956 / 2013 (except Pvt. Ltd. companies).

## **7 Award of Work**

The bidders who score the highest for their respective preferences shall be allotted the petrol pumps.

## **8 APPLICATION PROCEDURE**

Interested applicants may download the "Invitation for Expression of Interest" document from ASTC website <https://astc.assam.gov.in/>. They must then submit their Expression of Interest in the format duly filled and signed with required enclosures in a sealed envelope super scribed as "Response to EOI for commercial operation of ASTC operated Fuel Stations at ISBT Betkuchi, Jorhat, Nagaon and Silchar." The envelope shall be addressed to:

**Managing Director**  
**Assam State Transport Corporation (ASTC)**  
**Paltanbazar, Guwahati-781008**  
**Phone: 0361-2739552**

Each bidder should deposit INR 1 Lakh (refundable if not qualified) along with the EOI form. In case of the shortlisted bidder, the same shall be adjusted with the security deposit later. EOI should be submitted by Registered post/Courier only. No drop box facility is available.

## **9 KEY DATES PERTAINING TO EOI**

The indicative timetable for development of this project is as follows:

<b>Activity</b>	<b>Scheduled Date</b>
Date of issue of EOI	25/03/2019, 2 pm onwards
Last date for receiving the queries / requests for clarification	10/04/2019
ASTC's response to the queries	13/04/2019
Submission of EOI document	28/04/2019
EOI Presentation	5/5/2019, 10 am – 1 pm
Declaration of results	5/5/2019, 5 pm



## **10 PREPARATION AND SUBMISSION OF EOI**

### **10.1 Language**

The EOI and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the EOI may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the EOI, the English language translation shall prevail. It should be noted that any document in foreign language, not accompanied by an English version and duly authenticated, will be liable for rejection. Incomplete documents without necessary details shall not be considered.

### **10.2 Correspondence / Enquiries**

All correspondence / enquiries should be submitted to the following in writing by email /post / courier:

**Managing Director  
Assam State Transport Corporation (ASTC)  
Paltanbazar, Guwahati-781008  
Phone: 0361-2739552  
Email id: astc2009@gmail.com**

### **10.3 Sealing and Marking of EOI**

The envelope shall indicate the name, address and contact phone number of the Bidder. The envelope shall clearly bear the following identification:

**Expression of Interest**  
**For commercial operation of ASTC operated Fuel Stations at ISBT Betkuchi, Jorhat, Nagaon and Silchar**

The envelope shall be addressed to:

**Managing Director  
Assam State Transport Corporation (ASTC)  
Paltanbazar, Guwahati-781008  
Phone: 0361-2739552;**

The bidder may choose to submit its application for any one of the project or for all. This may be suitably mentioned in its letter of application placed as Annexure I.

### **10.4 EOI Due Date**

EOI should be submitted on or before the EOI due date as set out in the Schedule for Bidding Process, at the address provided in Section 4 in the manner and form as detailed in this EOI Document. EOI submitted by either facsimile transmission or telex or e-mail will not be acceptable. EOI should be submitted only by Registered post/Courier only. No drop box facility is available.

### **10.5 Late EOI**

Any EOI received by ASTC after the due time and date will be returned unopened to the Bidder.

## 11 CHECK LIST

### **The EOI shall accompany the following:**

1. Letter of Application duly signed by the Authorized person on the letterhead – Annexure 1
2. The details of Bidder along with the Incorporation and commencement of business certificate attested by the Authorized Person – Annexure 2
3. The details to be provided as per Annexure 3, 4, 5 & 6.
4. The self-declaration as provided in Annexure 5 should be notarized.
5. Demand Draft in favor of Assam State Transport Corporation(ASTC) issued by any scheduled bank for a value of Rs. 10,000/-(Rupees Ten Thousand Only), payable at Guwahati.

**ANNEXURE 1**

**FORMAT FOR LETTER OF APPLICATION**

*[On the Letter Head of the Bidder]*

To,

Date:

**Managing Director  
Assam State Transport Corporation (ASTC)  
Paltanbazar, Guwahati-781008  
Phone: 0361-2739552;**

Sir,

**Subject: Expression of Interest for commercial operation of ASTC operated Fuel Stations at ISBT Betkuchi, Jorhat, Nagaon and Silchar(delete which ever location is not required)**

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby express our interest For commercial operation of ASTC operated Fuel Stations at ISBT Betkuchi, Jorhat, Nagaon and Silchar.

We confirm that we have examined the terms and conditions published in the EOI advertisement and accordingly submitting the proposal for the captioned project.

We are enclosing our EOI in Original with the details as per the requirements of the document for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the EOI is complete, true and correct in every detail and unconditional.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title and Address of the Bidder)

## ANNEXURE 2

### DETAILS OF BIDDER

1.
  - (a) Name
  - (b) Country of Incorporation
  - (c) Address of the corporate headquarters and its branch office (s), if any, in India
  - (d) Date of incorporation and / or commencement of business
  - (e) Details of Aadhaar card(mandatory and copy should be submitted):
  
2. Brief description of the Firm including details of its main lines of business and proposed roles and responsibilities in this Project
  
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Name of the firm:
  - (d) Address:
  - (e) Telephone No:
  - (f) E-mail Address:
  - (g) Fax No:
  
4. Details of individual (s) who will serve as the point of contact / communication for ASTC within the Company
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone No.
  - (e) E-mail address:
  - (f) Fax No.

### ANNEXURE 3

#### FORMAT FOR TECHNICAL EXPERIENCE OF THE BIDDER

Sl. No.	Particulars	Details
1	Number of years in the business	
2	Background	
3	Type of business	
4	Number of people employed	
5	Name of the firm	
6	Outlet details	
7	Certificate from the dealer	

***Signature of Authorized Person***

## ANNEXURE 4

### FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER

#### Format for Financial Capability of Bidder

**Turnover:**

SL. No.	Financial Year	Annual Turnover (Rs.)	Net-Worth(Rs.)
1	2017 - 2018		
2	2016 - 2017		
3	2015 - 2016		

**Note:**

1. The format should be provided in a CA certificate and signed by both the CA and Authorized signatory of the bidder.
2. The name and membership number of the CA should be clearly visible.

Signature of CA

Signature of Authorized Person

**ANNEXURE 5**

**Self-Declaration**

This is to certify that I am solely responsible and accountable for all the information submitted along with this Expression of Interest for Commercial operation of Petrol Pump at .....

In case of any evidence and detection of falsification of information, I shall be held liable and prosecuted.

Name of Bidder

Name of Authorized Signatory

Date:

**ANNEXURE 6**

**Power of Attorney**

We, \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its registered Office at \_\_\_\_\_ do hereby authorize Mr. \_\_\_\_\_ to do any / all of the following things:

- 1 To sign, execute, forms, undertakings, affidavits, declarations, applications, documents, papers and other related documents in connection with \_\_\_\_\_.
- 2 To represent the company in all respects in connection with above matter;
- 3 To do all/any other incidental things for carrying out the action required under point No. 1 & 2 above.

We hereby agree to ratify all lawful actions, which the person authorized herein above shall do, perform on our behalf.

This Power of Attorney has been issued under the authority of Mr. \_\_\_\_\_, Director on this \_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_.

For \_\_\_\_\_(Company name)

Accepted