ASSAM POWER GENERATION CORPORATION LTD.

CIN NO. U40101AS2003SGC007239

Notice Inviting Tender from Practicing Company Secretaries (PCS) for engagement as a consultant purely on contractual basis for prospective acquisition of a power plant.

NIT NO. APGCL/CGMGEN/COM/PLANT ACQUISITION/2026/8130/02

Chief General Manager (Gen)
Assam Power Generation Corporation Limited,
3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001.
Email: md.zakir@apgcl.org
Website: www.apgcl.org

Contact Person: Tapash Chandra Goswami
Mobile: +918011572495
Email: tapashchandra.goswami@apgcl.org

Disclaimer:

1. The information contained in this Notice Inviting Tender (NIT) document, and any information subsequently made available to prospective bidders, whether in documentary, electronic, oral, or any other form by or on behalf of Assam Power Generation Corporation Limited (APGCL), its employees, representatives, or advisors, is provided on the terms and conditions set out in this NIT and any other terms and conditions subject to which such information is provided.

2. This NIT is not an agreement and is neither an offer nor an invitation by APGCL to the prospective parties or any other person. The purpose of this NIT document is solely to appoint Company Secretary as a consultant to undertake the scope of work specified herein in relation to prospective acquisition of a solar power plant by APGCL. This document provides interested parties with relevant information that may be useful in preparing and submitting their proposals pursuant to this NIT.

3. APGCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT. APGCL may be in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.

4. APGCL reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this NIT, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders.

5. Bidder shall be responsible for completing the Assignment as per the Scope of Work given to them. The Bidder shall not transfer the assignment to any other consultants/advisor.

6. Overwriting/correction/erase and/or use of white ink should be avoided in the Offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant entity.

7. APGCL reserves the right to cancel/restrict/enlarge/modify/postpone and/or extend the date of receipt/ opening of Bid or withdraw the Bid notice without assigning any reason(s) whatsoever. In such case the bidders shall not be entitled to any form of compensation from the Company.

8. The decision of APGCL shall be final, conclusive and binding on all the Bidders directly or indirectly connected with the bidding process.

9. By participating in this process, each entity/Party agrees to:
   - Maintain strict confidentiality of all information shared by APGCL in connection with the prospective acquisition of the power plant.
   - Disclose any actual or potential conflict of interest that may affect its ability to provide independent and unbiased consultancy services.
   - Comply with all applicable regulatory and statutory requirements governing prospective acquisition of the power plant.

Assam Power Generation Corporation Ltd.

Chief General Manager (Gen)
Assam Power Generation Corporation Limited,
3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001 www.apgcl.org

NOTICE INVITING TENDER (NIT)

For engagement of practicing Company Secretary (PCS) as a consultant purely on contractual basis for prospective acquisition of a power plant.

1. Introduction:

Assam Power Generation Corporation Ltd. was constituted in Dec 2004. The company is mainly responsible for maximum energy generation to meet the energy demand in the state of Assam.

In a nutshell:
Name of the Company: Assam Power Generation Corporation Limited
CIN No: U40101AS2003SGC007239
Type: State Government-owned Public Utility
Business: Generation of Electricity in the State of Assam

To know more about the Company, please visit the APCGL's website www.apgcl.org.

2. Objectives:

The objective of this Notice Inviting Tender (NIT) is to engage a Practicing Company Secretary (PCS) as a professional consultant, on a purely contractual basis, to provide comprehensive advisory, compliance and handholding services to APGCL in connection with the prospective acquisition of a solar power plant located in the State of Assam.

The consultant shall undertake a detailed assessment of the prospective acquisition from a legal, corporate and regulatory compliance perspective, identify potential risks and liabilities, assign appropriate risk ratings, and provide recommendations along with suitable remedial and risk-mitigation measures to enable APGCL to make an informed decision regarding the viability of the prospective acquisition.

Subject to the acquisition being found techno-commercially viable and APGCL deciding to proceed with the same, the PCS shall further provide necessary coordination, due diligence, compliance-related assistance, procedural support and handholding services to facilitate the acquisition process and ensure compliance with applicable statutory and regulatory requirements.

3. Time schedule:

Sr. No.	Description	Detailed Information
1.	Name of Assignment	Engagement of a Practicing Company Secretary (PCS) as a consultant purely on contractual basis for prospective acquisition of a power plant. The engagement covers due diligence and facilitation of the prospective acquisition of a Solar Power Plant.
2.	Date of issue of NIT Documents to the Bidders	07/11/2026
3.	Last date and time for Bid Submission	26/11/2026 up to 03:00 PM

4.	Eligibility Conditions	Refer Clause 5 below
5.	Bid opening Date	27/11/2026 at 12:00 PM
6.	Place of Submission and Opening the Bids	APGCL, Bijulee Bhawan, Guwahati, Assam-781001

The bidders in response to this NIT shall be required to submit duly filled-in hardcopies of Form-1 and Form-2 along with all supporting documents.

4. Scope of Work:

APGCL is exploring the possibility of acquiring a solar power plant located in the State of Assam. With a view to identifying and evaluating prospective acquisition opportunities that offer techno-commercial advantages, APGCL intends to engage a Practicing Company Secretary (PCS) purely as a consultant to undertake the necessary due diligence and facilitate the prospective acquisition process.

The Practicing Company Secretary (CS) shall provide comprehensive professional advisory, coordination, due diligence, compliance management, and handholding support to Assam Power Generation Corporation Limited (APGCL) in relation to the prospective acquisition of the power plant as a consultant purely on contractual basis.

The scope of work is indicative in nature but not limited to the following:

A. Due diligence of the seller and the undertaking

1. Defining the undertaking: identifying the assets, liabilities, contracts, employees, licenses and records forming part of the solar power undertaking and confirming that the transfer qualifies as a slump sale under the Income-tax law.

2. Review of the seller's Memorandum of Association (MoA), Articles of Association (AoA), statutory registers, Board and General Meeting minutes and Registrar of Companies (ROC) filings, including its power to sell the undertaking and the charges registered on the undertaking's assets.

3. Review of title and encumbrances on the project land (owned or leased), plant and machinery, and the assignability of land leases and rights of way.

4. Review of the Power Purchase Agreement, grid connectivity and transmission agreements, Engineering, Procurement and Construction (EPC) and Operation & Maintenance (O&M) contracts, warranties and insurance policies for assignment/novation clauses, change-of-ownership restrictions and counterparty consents required.

5. Review of licenses and statutory approvals (pollution control consents, Electrical Inspectorate/Central Electricity Authority (CEA) approvals, State Nodal Agency registration, Renewable Energy Certificate (REC)/accreditation, etc.), and identification of those transferable and those requiring fresh application in APGCL's name.

6. Review of employees proposed to be transferred, continuity of service, and Provident Fund (PF), Employees' State Insurance (ESI) and gratuity liabilities.

7. Review of pending litigation, National Company Law Tribunal (NCLT)/Insolvency and Bankruptcy Code, 2016 (IBC) proceedings, tax demands under Goods and Services Tax (GST) and income tax and statutory dues attaching to the undertaking, and identification of liabilities to be excluded or covered by indemnity.

8. Submission of a Due Diligence Report with a red-flag summary, risk rating, and recommended conditions precedent, indemnities and remedial actions.

Based on the findings of the Due Diligence Report and on approval of the report by competent authority of APGCL, the PCS will be advised to hold on or proceed to the next stage of the assignment.

B. Transaction facilitation

1. Preparing the approvals roadmap: for the seller, special resolution under Section 180(1)(a) of the Companies Act, 2013 and consents of lenders and secured creditors; for APGCL, Board approval under Section 179, Government of Assam/administrative department approvals, and assessment of Section 186 and any Competition Commission of India (CCI) notification requirement.

2. Drafting and vetting of the Non-Disclosure Agreement (NDA), term sheet, Business Transfer Agreement (slump sale), deeds of assignment/novation, conveyance and lease assignment deeds, employee transfer letters and disclosure schedules.

3. Coordinating, the GST treatment of the transfer as a going concern, stamp duty under the Assam Stamp Act, and the Registered Valuer's report and net worth certificate for the slump sale.

4. Assistance in engagement of relevant valuers, technical/financial/legal consultants etc. as per relevant rule/regulation etc.

5. Acting as APGCL's interface with the seller, its lenders, the valuer and the technical/financial/legal consultants; preparing the conditions-precedent tracker and closing checklist, and monitoring progress against agreed timelines.

C. Completion and post-acquisition compliances

1. Completion formalities: execution and registration of conveyance/assignment deeds, satisfaction of the seller's charges on transferred assets (Form CHG-4 – Particulars for Satisfaction of Charge), and creation and registration of any charge by APGCL (Form CHG-1 – Application for Registration of Creation or Modification of Charge) if the acquisition is financed.

2. Transfer or re-issue of licences, approvals and the Power Purchase Agreement (PPA) in APGCL's name, and intimations to the procurer, State Load Dispatch Centre (SLDC), regulators and other authorities.

3. ROC filings arising from the transaction, including Form MGT-14 (Filing of Resolutions and Agreements to the Registrar) for APGCL's resolutions, where required, and assistance with the seller's filings where agreed.

4. Integration of the undertaking into APGCL's governance and compliance framework, including handover of records and submission of a compliance calendar and final assignment completion report.

for the acquired plant.

D. Any other assistance/secretarial support required by APGCL in connection with the prospective acquisition.

5. Mandatory Eligibility Conditions:

1. The PCS/Firm/Limited Liability Partnership (LLP) shall have a minimum of 20 years of experience in full-time practice.
2. It shall have its principal office in Guwahati, given the requirement for on-site work at APGCL

headquarters and the target site.

3. It shall have experience in conducting corporate legal due diligence of Energy Sector Companies and Government undertaking.
4. It shall have experience in drafting of Joint Venture Agreement, Power Purchase Agreement, Formation of Joint Venture Companies of Central Public Sector Enterprises (CPSE) and State Public Sector Enterprises (SPSE)
5. It shall have experience in carrying out Secretarial Audit of CPSEs/SPSEs.
6. It shall hold a valid Peer Review Certificate issued by the Institute of Company Secretaries of India (ICSI) as on the date of submission.
7. Average annual turnover for the last three Financial Years (FY 2023-24 to FY 2025-26) shall be at least ₹50.00 lakh.
8. It shall not have been debarred or blacklisted by any Government department, Public Sector Undertaking (PSU) or regulatory body.
9. Preference shall be given to firms having experience in the power/energy sector and having proprietors/partners with additional qualifications in law (Bachelor of Laws – LLB).
10. Submission of self-declaration of non-debarment and no conflict of interest.

Bids not meeting these criterions shall not be evaluated.

6. Evaluation Criteria:

The participating bidders who have fulfilled all the eligibility conditions shall be evaluated on the basis of professional fee quoted by the bidders.

The bidder with the lowest quoted lump sum price inclusive of GST as per Form-II shall be the L1 bidder.

7. Conflict of Interest:

APGCL requires the Bidder to provide professional, objective, and impartial advice, and at all times hold APGCL's interest paramount, strictly avoid conflicts with other assignment(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from APGCL.

8. Place of work:

APGCL Headquarters, Bijulee Bhawan, Guwahati, 781001 and any other places within/outside the state of Assam as required and approved by the competent authority of APGCL for the completion of the task.

9. Duration of the Contract Period:

The engagement of the PCS Firm/LLP shall be for a period of 3 months initially from the date of issuance of the Letter of Appointment/Work Order. The period of 3 months may further be extended depending on the status & requirements of the work.

10. Submission & Receipt of Proposal/Bid:

i) APGCL shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated and this circumstance may be a cause for Proposal rejection.

ii) The envelopes must be duly sealed and superscribed "Engage a Consultant Company Secretary (CS) as a consultant purely on contractual basis to provide professional advisory, due diligence, coordination, compliance, and handholding support to APGCL in connection with the prospective acquisition of the power plant" should be submitted at the address given below by hand delivery or post, not later than the last date and time of submission:

To,
The Chief General Manager (Gen),
APGCL, 3rd Floor, Bijulee Bhawan
Guwahati- 781001

iii) Any Proposal received by the APGCL after the deadline for submission shall not be accepted.

11. Instructions to Bidder:

i) The Technical Bid and Financial Bid, along with all supporting documents as specified in the NIT, shall be submitted in sealed envelopes.

ii) In preparing their bids, bidders are expected to carefully review and examine all documents comprising this NIT in detail.

iii) Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this NIT or those that do not contain the documents as per the specified formats would be considered non-responsive and may be liable for rejection.

iv) Bids shall be submitted on or prior to 03:00 P.M. IST on the date provided in the NIT - Time Schedule.

12. Other Terms and Conditions:

1. Validity of Appointment: The validity of appointment will be initially for 3 (three) months from the date of issuance of the Letter of Appointment/Work Order. The period of 3 months may further be extended depending on the status & requirements of the work.

2. Payment Terms & Professional Fee: The schedule of payment shall be as follows:

Sl. No.	Payment Milestone	Payment terms
1.	Submission of Due Diligence Report	15% of quoted lump-sum price
2.	Drafting and vetting of Non-Disclosure Agreement (NDA), Business Transfer Agreement, deeds of assignment/novation, disclosure schedules and other associated documents (This is subject to APGCL's deciding to proceed with acquisition based on findings	10% quoted lump-sum price

	of due diligence report)	
3.	Execution and registration of assignment deeds, Completion of transfer formalities, Transfer or re-issue of licences, APGCL's PPA finalization.	45% quoted lump-sum price
4.	ROC filings post-transaction, handover of records to APGCL, preparation of the compliance calendar and submission of the final assignment completion report.	30% quoted lump-sum price

Note: In case it is decided not to pursue the work further beyond Due Diligence Report stage, payment against milestone-1 shall be paid to the consultant and work shall be terminated.

The professional fees of the valuer and the technical/financial/legal consultants engaged during the assignment will be borne directly by APGCL, if engaged subject to prior approval from the competent authority. They will not form part of the Company Secretary's quotation.

3. Management Right: The management of APGCL reserves the right to reject all or any bid(s) without assigning any reason(s), whatsoever. If progress/ performance of the team is not found satisfactory, APGCL's management reserves the right to terminate the appointment, without assigning any reason whatsoever.

4. Dispute: In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case any dispute remains unresolved, the decision of the Managing Director, APGCL, shall be final and binding on both the parties.

5. APGCL's Right to accept any Bid and to reject any or all Bids: APGCL reserves the right to accept or reject any or all the Bids, and to cancel the NIT process at any time before or after finalization of appointment process, for any justified and genuine grounds.

6. Misrepresentation: If any false information/documents are provided/ submitted or it comes to the knowledge of APGCL, APGCL reserves the right to reject such bid at any stage or to terminate the contract, if awarded, with immediate effect and take legal action against the bidder/ firm/proprietor.

7. Confidentiality/Non-Disclosure Agreement: The appointed Practicing Company Secretary/Firm/LLP as Consultant for facilitating the prospective acquisition of the power plant by APGCL will have access to the data of the APGCL. The PCS Firm / LLP should treat as confidential all data and information about the APGCL obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party.

FORM-1

(On the letter head of the Firm /LLP)

PROFORMA FOR TECHNICAL BID

Engagement of a Practicing Consultant Company Secretary (CS) as a consultant purely on contractual basis for prospective acquisition of a power plant.

To
……..
(APGCL)

Sl. No.	Particulars	Reply
1	Name of the Firm /Limited Liability Partnership of Company Secretaries (LLP)	
	Name(s) of Contact person(s) and the Contact details	
2	Date of Constitution of Firm/ COP date (Attach documentary evidence)	
3	Valid certificate of peer review issued by the Institute of Company Secretaries of India. (Attach documentary evidence)	
4	Details of Principal office: Telephone Nos: Email Id:	
5	Experience of the PCS Firm/LLP - Total Post Qualification Experience in full time practice (Please Attach Documentary evidence)	
	Experience in conducting corporate legal due diligence of Energy Sector Companies and Government undertaking/ experience in drafting of Joint Venture Agreement of CPSEs and SPSEs/ PPAs (Please Attach Documentary evidence)	
6	PAN No (attach documentary evidence)	
	GST Tax Registration No. (attach documentary evidence)	
7	Experience in carrying out Secretarial Audit of CPSE/SPSE (Attach documentary evidence)	
8	Average annual turnover for the last three Financial Years (FY 2023-24 to FY 2025-26) shall be at least ₹50.00 lakh (Attach documentary evidence certified by CA)	

9	Qualifications in law (Bachelor of Laws – LLB) – mention name of proprietors/partners having relevant qualification and attach degree certificate, if any	

Declaration

1. All the information provided by me / us here above is correct to the best of my/ our knowledge & belief.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We have read all the terms & conditions of the bid and the instructions, and these are acceptable to me / us.

For and on behalf of (name of the bidder)

Signature Name & Designation of the Authorized Signatory Membership No.
Stamp

Date:
Place:

FORM-2

PROFORMA FOR FINANCIAL BID

To,
The …….
Assam Power Generation Corporation Limited (APGCL) [Address]

Financial Proposal

In response to the Notice Inviting Tender (NIT) for engagement of a practicing Company secretary (PCS) as a consultant purely on contractual basis for prospective acquisition of a power plant as under:

Si No.	**Particulars**	**Base Price (A)**	**GST (B)**	**Total Lump-sum Amount Inclusive of GST (₹) (A+B)**
1	Professional Fee of Practicing Company Secretary			
2	Other, if any (Please specify…)			
3	**Total Quoted Price**			

Declaration

1. The quoted price shall be in INR.
2. The above quoted fee shall remain valid for the entire duration of the assignment.
3. The quoted fee is exclusive of travel outside Assam and other incidental expenses required for successful completion of the assignment, except statutory taxes as applicable. These expenses shall be reimbursed subject to prior approval from the competent authority.

4. I/We have carefully examined the NIT and agree to abide by all the terms and conditions contained therein.

For and on behalf of (name of the bidder)

Signature Name & Designation of the Authorized Signatory Membership No. Stamp

Date: Place: