

2. The TOTAL AMOUNT shall be in figure as well as in words. No overwriting shall be allowed. In case of discrepancy, the rates quoted in words shall be considered to be correct.
3. Sealed envelope containing the bid duly filled in as per above Format on bidders letter head should reach Chief Manager (Materials)-HOD, Assam Gas Company Limited, Duliajan-786602, Dist. Dibrugarh (Assam) on or before the bid closing date and time as mentioned above. If the bid closing date happens to be holiday/bandh call then the next working day will be considered as bid closing date. In case next working day is Saturday, the bid closing date shall be Monday.
4. The Sealed envelope containing the bid shall be marked at the top of the envelope with following details:-
 - a) AGCL Tender No.
 - b) Bid Closing date
 - c) Bidder's Name
 - d) Brief description of supply

The bid received without mention of above on the envelope shall not be accepted.

5. Bid received vide E-Mail/Fax/Telegram/Telex/Cable/ bid in open condition will not be accepted.
6. **Validity:** The bid must be valid for 90 (Ninety) days from the date of opening of the bid.
7. **Delivery:** The ordered materials shall have to be delivered at AGCL's stores at Duliajan within 30 days from the date of receipt of the Purchase Order by Fax/Email etc. The bidder should quote their rate for FOR Duliajan.
8. **EMD:** The bidder has to submit EMD with respect to the total value of supply as in Annexure – I in the form of Bank Draft drawn in favor of Assam Gas Company Limited payable at Duliajan. The EMD will be released on completion of supply. The EMD will be forfeited by the company in case party fails to comply with the terms of the contract. The EMD of unsuccessful bidders shall be refunded after issue of the Purchase Order to the successful bidders.
9. **3rd PARTY INSPECTION:** The materials should be inspected by our Third Party Inspection Agency (TPIA) M/s Superintendence Co. of India Private Limited, Kolkata prior to dispatch. The inspection report should be enclosed along with dispatch documents. The charges for third party inspection shall be in AGCL account.
10. **GUARANTEE/WARRANTY:** You are to guarantee/ warranty that the supplied materials are free from any manufacturing defect/ malfunctioning. The warranty must survive for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
11. **Liquidated Damage:** The completion of delivery of the ordered item as mentioned above within the schedule date of completion of delivery shall be deemed to be the essence of the contract. In case of delay in delivery of the materials within the stipulated period, unless such delay is attributable to owner (AGCL) or due to Force Majeure, there will be reduction in contract value @ 0.5% (Point Five Percent) per week for undelivered quantities of materials for each week of delay or part thereof subject to maximum

of 5% of the total contract value, as liquidated damage. The Liquidated Damage charge shall be recovered from the supplier's bill / invoice.

12. **Payment:** 100% (Hundred Percent) payment shall be made to the supplier within 30 (Thirty) days after receipt and acceptance of materials against submission of original invoice in triplicate along with all relevant documents as per P.O. and the NIT. In case contract value is 2.5 Lakh and above 2% GST will be retained as TDS as per govt. rule.
13. Conditional bids are liable to rejection at the sole discretion of the Company.
14. **Applicability of Law & Jurisdiction:** The Order shall be governed and interpreted in accordance with the applicable laws of India and Dibrugarh Courts in the State of Assam shall have exclusive jurisdiction.
15. The Company reserves the right of rejecting any or all bids accepting any bid in part, without assigning any reason.

Thanking You,

Yours faithfully,

For and on behalf of MANAGING DIRECTOR

ANNEXURE – I

EARNEST MONEY DEPOSIT: (EMD) For Limited Tenders only

EMD to be deposited by the bidder is as follows:

<u>ESTIMATE TOTAL VALUE (Rs.)</u>		<u>EMD (Rs.)</u>
Upto	50,000	NIL
50,001 to	1,00,000	2000.00
1,00,001 to	2,00,000	4000.00
2,00,001 to	5,00,000	10,000.00
5,00,001 to	10,00,000	20,000.00
10,00,001 to	25,00,000 & above	50,000.00