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22AA 031527

DEED OF AGREEMENT

Whereas the First party has approached the ASIDC Limited, under Section 7 (I), (ii) and (iii) of the Procurement Preference Policy, 2015 of Government of Assam, to perform the tasks of the tendering and procuring agency for the Secretariat Administration Department, and whereas the ASIDC Limited has agreed to the offer, this Agreement is made at Guwahati between Secretariat Administration Department (hereinafter called the 1st Party) and Assam Small Industries Development Corporation Limited, Guwahati-21 acting through the Managing Director or his nominee (herein after called 2nd Party), on 29.08, 2016,

*Publicity Secretary  
to the Government of Assam,  
Secret Admn. (N) Deptt.,  
Dispur, Guwahati-6.*

Both the Parties enters this Agreement on the following terms and conditions:-

The 1<sup>st</sup> Party will furnish the details of the items to be procured with specifications and quantity to the 2<sup>nd</sup> Party along with terms and conditions if any, preferably at the beginning of the Financial year and immediately after the financial year in which the terms of this agreement comes to an end. However the 1<sup>st</sup> Party reserves the right to make requisitions for inviting bids for items, to be specified by it, if it feels that significant variations in price and quality have taken place.

After receipt of details of requirement from the 1<sup>st</sup> Party, the 2<sup>nd</sup> Party will take all necessary requisite measure(s) to finalize the rate(s) through tender process as per rules, guidelines and, procedures laid down by the Govt. of Assam and the directions of the Central Vigilance Commission.

*Sri Ranjan Kumar Borah  
Managing Director  
ASIDC Ltd., Guwahati-21*

Contd...2



অসম অসম ASSAM

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3. The 2<sup>nd</sup> Party will examine the possibility of bunching of the items to be procured to avoid the need for inviting separate bids for individual items and prepare RFP/Bid documents accordingly.
4. The 2<sup>nd</sup> Party will form a Committee with the Officers mentioned below for finalization of the RFD Document and evaluation of bids:
  - i. Representative of the Commissioner, Industries & Commerce, not below the rank of Jt. Director.
  - ii. Sr. Quality Control Officer, Govt. of Assam, I&C Department.
  - iii. Representative from Purchasing /Indenting Department.
  - iv. Financial Adviser of Purchasing/ Indenting Department
  - v. Managing Director, ASIDC (Chairman)
  - vi. Manager, (Tech) Construction & T.S. Division, ASIDC Ltd.
  - vii. Manager, Marketing, ASIDC Ltd.
  - viii. Cost consultant, ASIDC Ltd.
5. The RFP document should be shared with the 1<sup>st</sup> Party after it is recommended by the Committee and bids should be invited only after the 1<sup>st</sup> Party has approved the RFP document.

*Purbali Gubali  
Deputy Secretary  
to the Government of Assam  
Sect. Admn (N) Deptt,  
Dispur, Guwahati-6.*

*Sri Ranjan Kumar Sardola,  
Manager  
Marketing Division,  
ASIDC Ltd., Guwahati-21*

Contd...3

- 67
6. The 2<sup>nd</sup> Party will share the minutes of the Committee regarding its recommendations on both technical and financial bids to the 1<sup>st</sup> party and will communicate the decision regarding the acceptance of bids to the successful bidder/ bidders only after receiving formal approval of the 1<sup>st</sup> Party.
  7. The 1<sup>st</sup> Party should immediately inform 2<sup>nd</sup> Party on any defect that they notice within 1(one) year of procurement or within the period of guarantee/warranty. The 2<sup>nd</sup> Party will be bound to rectify the defects or replace the item(s) at their own cost.
  8. The 1<sup>st</sup> Party will have to allow ASIDC a time period of minimum 45 days from the receipt of requisition for the procurement to complete the bidding process. However, considering the nature and volume of work and type of item the time may be varied.
  9. The 1<sup>st</sup> Party shall be responsible for ensuring that the items supplied conform to the quality and quantity specifications and an acknowledgement to this effect is given to the 2<sup>nd</sup> Party.
  10. The 1<sup>st</sup> Party will pay 2<sup>nd</sup> Party the Service Charge equivalent to 5% on the actual cost of the items procured, after the same have been received by the 2<sup>nd</sup> Party.
  11. The 1<sup>st</sup> Party shall have the right to call for or inspect any of the documents relating to the tendering/procurement process in respect of items requisitioned by the Department.
  12. The 2<sup>nd</sup> Party will ensure maintenance of records in respect of the tendering/procurement process or stocks purchased in the formats, including digital formats, as required for the Asset Management System developed by the 1<sup>st</sup> Party.
  13. The 2<sup>nd</sup> Party shall ensure clear identification mark prominently embossed on the items procured.
  14. The 1<sup>st</sup> Party will release the payment to the 2<sup>nd</sup> Party within 60 days of submission of the the bill(s) with all the necessary and relevant documents. In case of delay in payment, the relevant MSMED Act, 2006 regarding delayed payment may be invoked.
  15. The agreement may be terminated by either of the Parties by giving one month's advance notice. However, both the Parties will be duty bound to clear the liabilities pertaining to the period prior to that.
  16. Any dispute regarding this agreement will be adjudicated in a proper court of law under the jurisdiction of Kamrup Metropolitan District.

Witnesses :

1. Rajib Ch. Dev Ghoram  
Superintendent  
2. Abani Mahanta (N) Department  
Sr. A.A Assam Sect. (C)  
Dispur, Guwahati-6

*Pubali Gohain*  
Deputy Secretary  
Government of Assam  
Admn. (N) Deptt.  
Purchasing  
Guwahati-6

(For and on behalf of the Department) Along with seal

*Sri Ranjan Kumar Boro*  
Manager  
Marketing Division  
ASIDC Ltd. Guwahati-6