

राजस्थान सरकार	अंश संख्या
राज्य सचिवालय	अंश संख्या
1. आन्तरिक अर्थ विभाग	रुपये 200
2. याव और उत्तम मूल्य के लिए	रुपये 50
कुल योग	रुपये 100

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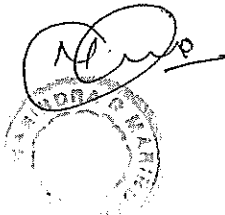
**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made on 11/12/2017

BETWEEN

- (1) Rajasthan Agricultural Competitiveness Project and Management Implementation Society (RACPMIS) registered under Rajasthan Society Registration Act, 1958 under the laws of India and having its principal place of business at II Floor, Academic Block, SIAM Campus, Durgapura, Jaipur - 302018, India (hereinafter called "the Purchaser"), and
- (2) M/s Mahindra and Mahindra Ltd. Farm Division, a corporation incorporated under the laws of India, having its principal place of business at 2<sup>nd</sup> Floor, 24-25-26, Mahindra Towers, Durgavihar, Tonk Road, Durgapura, Jaipur - 302001, Rajasthan, India (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for Supply of Mini Tractor for 14 Horticulture Clusters under RACP vide IFB No.: IN-PMU-RACP-21742-GO-RFB and has accepted a Bid by the



11/12/17  
 (Dr. Om Prakash)  
 Project Director  
 RACP, Durgapura, JAIPUR

(Navin Kishore)  
 Dy. General Manager - Institutional Sales  
 Sales and Consumer Operations

in the presence of Saniav Jain, Manager, Channel Care, M/s Mahindra and Mahindra Ltd

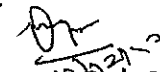
Supplier for the supply of those Goods and Services in the sum of Rs.1,14,99,540.00 (In Words: One Crore Fourteen Lakhs Ninety Nine Thousand Five Hundred Forty Only) including inland transportation, insurance and other service required to convey the goods to their final destination excluding all taxes as applicable (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
  - (a) The letter of Acceptance
  - (b) this Contract Agreement
  - (c) The Supplier's letter of Bid and original completed Schedules including Price Schedules
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (g) Corrigendum -1 and Corrigendum -2 issued on dated 13.10.2017 and 27.10.2017 respectively
  - (h) *Performance Security in Form BG No. 0999517BG0002405, INR: 5,74,977.00, Issued on 4.12.2017 Valid up to 31.3.2019, Issued Bank: State Bank of India, Corporate Accounts Group, Mumbai*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the RACPMIS (Purchaser)  
Signed:

  
(Dr. O.P. Prakash)  
Project Director  
RACP, Durgapura, Jaipur  
Director RACPMIS, Jaipur

in the presence of Anil Kumar Vijay, Manager Procurement

  
(Anil Kumar Vijay)  
Assistant Director Agriculture  
&  
Manager (Procurement)  
RACP, JAIPUR

For and on behalf of M/s Mahindra and Mahindra Ltd. Farm Division, Jaipur (Supplier)  
Signed:

(Navin Kishore)  
Dy. General Manager - Institutional Sales  
Sales and Consumer Operations

in the presence of Sanjay Jain, Manager, Channel Care, M/s Mahindra and Mahindra Ltd