

राजस्थान राज्य सहकारी क्रय-विक्रय संघ लि. जयपुर
4, भवानी सिंह रोड, जयपुर - 302001 फोन नं. 0141-2740364 ई-मेल rajfed_hrd@yahoo.com

रबी 2023 में सरसों भर्ती हेतु Indian Origin A-Twills 91.5 cms X 67.50 cms Weight
989 gms एफ.ओ.आर. राजस्थान हेतु सीमित निविदा
निविदा संख्या...../...../2023

क्रमांक / एफ / मा.सं.वि. / 2023-24 /

दिनांक :

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विषय :- रबी 2023 सीजन में सरसों भर्ती हेतु एटी (A-Twill) (Indian Origin - 989 gms)
जूट बारदाना आपूर्ति के सम्बन्ध में सीमित निविदा माध्यम से प्रस्ताव प्रस्तुत
करने बाबत।

महोदय,

आपकी फर्म नेफैड, कोलकाता द्वारा जूट बैग्स की आपूर्ति हेतु एमपेनल्ड/जूट कमिशनर
कार्यालय में पंजीकृत है। कृपया आप राजफैड की उक्त सीमित निविदा संख्या..... के
क्रम में रबी 2023 सीजन में निम्नलिखित शर्तों पर सरसों भर्ती हेतु Indian Origin A-Twills 91.5
cms X 67.50 cms Weight 989 gms एफ.ओ.आर. राजस्थान बारदाना आपूर्ति हेतु अपनी स्वीकृति
भिजवाने का कष्ट करें:-

1. फर्म वर्तमान रबी 2023 सीजन में नेफैड, कोलकाता द्वारा जारी की गई खुली निविदा
संख्या 20230309070729.PDF दिनांक 09.03.2023 में एटी बारदाने आपूर्ति हेतु एल-1 दर
पर एमपेनल्ड/जूट कमिशनर कार्यालय में पंजीकृत है और राजफैड को इस हेतु यथा
प्रवृत्त नेफैड की उक्त निविदा संख्या 20230309070729.PDF दिनांक 09.03.2023 में
वर्णित स्पेसिफिकेशन, ब्रेन्डिंग आदि व अनुमोदित न्यूनतम दर के अनुसार राजफैड को
इस श्रेणी का बारदाना एफओआर आपूर्ति करने हेतु सहमत है। प्रत्येक बेल पर राजफैड,
जूट मिल का नाम एवं भारत में उत्पादित अंकित होना आवश्यक है।
2. फर्म द्वारा एटी बारदाना राजस्थान में एफओआर राजफैड क्रय केन्द्रों पर नेफैड,
कोलकाता द्वारा जारी खुली निविदा संख्या 20230309070729.PDF दिनांक 09.03.2023 से
अनुमोदित राजस्थान में आपूर्ति हेतु स्वीकृत न्यूनतम एफओआर दर एटी बारदाना हेतु
10035 रु. + जीएसटी @ 5 प्रतिशत 501.75 रु. कुल 10536.75 रु. प्रति 100 बैग की
दर में से 1 प्रतिशत नेफैड प्रशासनिक व्यय घटाते हुये आपूर्ति की जायेगी। उक्त दर
नेफैड, कोलकाता द्वारा राजस्थान के लिये स्वीकृत एल-1 दर है।



3. उक्त उल्लेखित दर में ब्राण्डिंग चार्ज, ट्रांजिट इश्योरेन्स, समस्त लेवी एवं कर, परिवहन, इंस्पेक्शन चार्ज, लोडिंग एवं क्रय केन्द्रों पर अनलोडिंग तथा सुपरवीजन चार्ज व अन्य प्रकार के सभी व्यय सम्मिलित हैं।
4. चूंकि फर्म द्वारा राजफैड को अनुबंधानुसार सीधी आपूर्ति की जावेगी अतः फर्म द्वारा राजफैड क्रय केन्द्रों पर उक्त बारदाना आपूर्ति के बिल में नेफैड को फर्म द्वारा देय प्रशासनिक व्यय की राशि घटाकर जारी किये जायेगे।
5. आपूर्ति किये जाने वाली बारदानों की गुणवत्ता का इंस्पेक्शन आपूर्तिकर्ता फर्म द्वारा नेफैड/जूट कमिशनर द्वारा निर्धारित प्रक्रिया अनुसार जूट कमिशनर द्वारा अधिकृत इंस्पेक्शन एजेन्सी यथा एसजीएस इत्यादि से डिस्पेच पूर्व फैक्ट्री परिसर में फर्म स्वयं के खर्च पर करवाया जायेगा एवं इस विषयक संतोषजनक गुणवत्ता की निरीक्षण रिपोर्ट बिलों के साथ संलग्न की जायेगी।
6. फर्म द्वारा राजफैड के आपूर्ति आदेशों अनुसार राज्य के विभिन्न क्रय केन्द्रों पर उक्त श्रेणी का बारदाना आदेश की तिथि से अधिकतम 07 दिवस में (अंतिम तिथि 25.06.2023) डिस्पेच की जावेगी। आपूर्ति विलम्ब की स्थिति में नेफैड द्वारा जारी उक्त निविदा व राजफैड की भुगतान शर्तों अनुसार कटौती की जा सकेगी। आपूर्तिकर्ता जूट मिल द्वारा न्यूनतम 02 लाख नग की मात्रा के लिये अपनी सहमति दी जानी चाहिये।
7. आपूर्तित बारदानों की 90 प्रतिशत राशि का भुगतान डिस्पेच के बाद प्रूफ ऑफ डिस्पेच प्राप्त होने पर के साथ क्षेत्रीय कार्यालयों से ट्रक पहुंचने की अन्तरिम पुष्टि दूरभाष/मेल के माध्यम से प्राप्त होने पर एवं बारदाना आपूर्ति की पुष्टि पर तथा 10 प्रतिशत राशि का भुगतान क्षेत्रीय कार्यालयों से अंतिम पुष्टि प्राप्त होने पर, समस्त बिलों के समायोजन व जीएसटीआर-2ए से मिलान पश्चात् तथा समस्त बिल इंस्पेक्शन रिपोर्ट आदि प्राप्त होने पर जारी किया जावेगा। आदेशित मात्रा की नियमानुसार निर्धारित प्रतिशत राशि बतौर प्रतिभूति राशि के रूप में या तो फर्म द्वारा राजफैड को बैंक ड्राफ्ट/आरटीजीएस द्वारा पृथक से जमा करवायी जावेगी अथवा राजफैड द्वारा आपूर्ति बिलों के किये जाने वाले भुगतानों में से समायोजित की जा सकेगी। प्रतिभूति राशि संवेदक को संतुष्टिपूर्ण आपूर्ति के पश्चात् कोई कटौती बाकी नहीं होने पर शीघ्र देय होगा। उक्त राशि पर कोई ब्याज देय नहीं होगा।
8. राजफैड क्रय केन्द्रों पर फर्म द्वारा आपूर्तित बारदानों की गुणवत्ता की शिकायत प्राप्त होती है तो उसे फर्म द्वारा 07 दिवस में अपने हर्जे-खर्चे पर वापस उठाया जाना होगा। उक्त खराब बारदानों का भुगतान राजफैड द्वारा नहीं किया जायेगा।
9. बारदाना आपूर्ति के सम्बन्ध में किसी भी विवाद की स्थिति में प्रबन्ध संचालक राजफैड का निर्णय अंतिम होगा जो कि दोनों पक्षों को मान्य होगा। समस्त विवाद दोनों पक्षों द्वारा पारस्परिक बातचीत, समझौते इत्यादि से मध्यस्थता एवं सुलह अधिनियम 1996 के प्रावधानों के अनुसार निस्तारित किये जावेगे। अनुबन्ध अवधि में अनुबन्ध/कार्यादेश को निरस्त/संशोधित करने का अधिकार प्रबन्ध संचालक राजफैड में निहित रहेगा।
10. किसी भी प्रकार के विवाद की स्थिति में न्याय क्षेत्र केवल जयपुर होगा।
11. नेफैड, कोलकाता द्वारा A-Twill बारदाना आपूर्ति हेतु की गई ई-निविदा संख्या 20230309070729.PDF दिनांक 09.03.2023 की निर्धारित शर्तें भी यथायोग्य (Mutatis Mutandis) इस निविदा व अनुबन्ध में भी लागू रहेगी।

12. राज. लोक उपापन अधिनियम 2012 व नियम 2013 के साथ-साथ सा0 वि0 ले0 नियम के यथा योग्य लागू होने वाले प्रावधान भी इस क्रम में लागू रहेंगे।
13. आपूर्तिकर्ता फर्म द्वारा भविष्य में यदि नेफैड के लिये दरों में कमी की जाती है तो उसका पूरा लाभ राजफैड को दिया जावेगा।
14. फर्म द्वारा राजस्थान उपापन अधिनियम/नियमों में वांछित कोड ऑफ इंटीग्रिटी तथा कॉन्फिलिक्ट ऑफ इंटररेस्ट सम्बन्धी प्रमाण पत्र संलग्न प्रपत्रानुसार दिया जावेगा।
15. राजफैड द्वारा समय-समय पर उक्त आपूर्ति के बाबत जारी पत्र, कार्यादेश इत्यादि व आपूर्तिकर्ता की आपूर्ति विषयक सहमति इस अनुबन्ध का अंश होंगे।
16. इस सीमित निविदा व संलग्न अनुबन्ध एवं नेफैड की ई-निविदा संख्या 20230309070729.PDF दिनांक 09.03.2023 में अंकित शर्तों के अतिरिक्त आपूर्तिकर्ता फर्म की कोई भी अतिरिक्त शर्त मान्य नहीं होगी।

उक्त शर्तों पर बारदाना आपूर्ति हेतु आपकी सहमति के साथ भुगतान हेतु बैंक खाते का विवरण भी भिजवाये एवं 500 रु. के स्टाम्प पेपर पर संलग्न प्रपत्रानुसार अनुबन्ध कार्यादेश के तीन दिवस में निष्पादित करे।

- संलग्न :-
1. अनुबन्ध की प्रति।
 2. कोड ऑफ इंटीग्रिटी।
 3. नो कॉन्फिलिक्ट ऑफ इंटररेस्ट अंडरटेकिंग

प्रबन्ध संचालक, राजफैड

(To be Painted on stamp paper of appropriate value)

**RAJASTHAN STATE CO-OPERATIVE MARKETING FEDERATION LTD.
4 BHAWANI SINGH ROAD ,JAIPUR-302001**

AGREEMENT

This agreement executed aton this
Day of 2023 by and between:

M/s Rajasthan State Co-Operative Marketing Federation Limited (RAJFED), a Government of Rajasthan Co-Operative undertaking, and having their office at 4, Bhawani Singh Road, Jaipur - 302001, Rajasthan(hereinafter referred to as "RAJFED"), party of the First Part

AND

Supplier of jute bags (i.e Empananelled/registered Jute Mill(s) With NAFED Kolkata Or Jute Commissioner as the case may be.) hereinafter collectively referred as '**Jute Mill(s)**', party of the Second Part.

A. WHEREAS RAJFED had requested Jute Mill(s) (Supplier) to make an arrangement for the supply of Gunny Bags as per the Guidelines set by Ministry of Textile, office of the jute commissioner and Nafed. The indents/Supply order are placed by RAJFED to Jute Mill(s). On receipt of the indent or supply order to the Jute Mill(s) manufacturer to produce jute bags of specified quality and quantity. The price payable for such supply is fixed as per open tender No 20230309070729. pdf Dated 09.03.2023 of NAFED, Kolkata & approval of RAJFED. Inspection of jute bags will be done on behalf of consignee RAJFED through inspection agency before dispatch of goods to consignee RAJFED.

B. WHEREAS Jute Mill(s) (Supplier) agreed to accept the offer made by the RAJFED with an intention that the Jute Mill(s) supply the quality gunny bags inspected by the surveyor as to deliver the goods to the different locations in Rajasthan as instructed by RAJFED, inspection agency to inspect the quality of the goods and also cover insurance will be taken by the gunny bag supplier Jute Mill(s).

C. WHEREAS RAJFED had issued supply order to the Jute Mill(s) for Supply of gunny bags as per indent or Supply order issued by RAJFED to be used in PSS commodities during Rabi season 2023 where Jute Mill(s) will arrange the transportation of Gunny Bags after inspection of gunny bags done duly by the inspection agency. To avoid any further misunderstandings, all the parties in this agreement have mutually decided to have a written Agreement and accordingly setting out the responsibilities and duties of all the parties.



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NOW IT IS AGREED TO BETWEEN THE PARTIES HERE TO AS FOLLOWS:

01. The RAJFED hereby placed the indent or Supply order to the said company i.e Jute Mill(s) as the Supplier for the supply of Jute gunny bags as per specifications set by the NAFED and Jute Commissioner for A.Twill gunny bags for oilseed (mustard).

That Jute Mill(s) uses its best efforts and endeavors to

- i. Provide/Supply quality Indian origin A-Twill 91.5 cms X 67.50 cms Weight 989 gms. Gunny bags should be duly inspected and passed by authorized surveyor appointed or authorised by NAFED Kolkata or Jute Commissioner as the case may be in continuation with RAJFED before dispatch.
- ii. The Jute Mill(s) shall arrange loading of the gunny bags on transporter appointed by them and transporter shall deliver the goods at the same destination provided by the RAJFED. The Jute Mill(s) shall co-ordinate also with the RAJFED for the smooth functioning of the same.
- iii. The gunny bags are required to be delivered F.O.R Rajasthan and the Jute Mill(s) shall appoint transporters to deliver the same to the different locations in Rajasthan as per the requirements placed by the RAJFED through indents or Supply orders.
- iv. That the Jute Mill(s) shall make an arrangement for the appointment of Jute Commissioner empanelled or authorised inspection agency to check the quality as per the required specifications mentioned or given by the RAJFED. The inspection agency shall inspect the goods to ascertain the quality of the materials. The inspection shall be carried out before loading of the goods into trucks. Charges of inspection agencies shall have to be borne by supplier jute Mill(s).
- v. That the Jute Mill(s) shall appoint an insurance agency for taking an insurance cover of the goods in transit supplied by them.
- vi. Unloading charges of gunny bags at the go-downs of RAJFED & the same will be payable by the Jute Mill(s) suppliers.
- vii. The consignee (RAJFED) shall ensure that the inspection agency seal should be intact to the truck before unloading of gunny bags at desired location If not, then it should be intimated immediately and unloading of goods under such cases should not be carried out.
- viii. The RAJFED (consignee) should send the clean acknowledgement of gunny bags received at their delivery points to Jute Mill(s) every fortnightly. In case of quality complaint, it should be informed to Jute Mill(s) and Jute commissioner within 15 days of delivery of gunny bags. Any complaints beyond these specified days will not be

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entertained normally. In case of complaint, joint inspection will be done by the parties with the help of inspection agency

3. That the RAJFED shall be responsible to make payment to the Jute Mill(s) for this.

In the said matter

- i. That the RAJFED has entered into a contractual agreement with the Jute Mill(s) to act as Supplier and only after Supplying gunny bags as per indent or Supply order at F.O.R. destination in RAJASTHAN and receiving 90% amount of indented or Supply order value of gunny bags from the RAJFED.
 - ii. That the RAJFED shall receive the invoices raised by the suppliers of goods and services.
 - iii. That RAJFED shall make the 90% payment to the Jute Mill(s) after receiving gunny bags at F.O.R. destination in RAJASTHAN in good condition, as per supply order issued by RAJFED.
 - iv. That Jute Mill(s) shall send the original bills of gunny bags supply to RAJFED for necessary processing of the bills.
4. That RAJFED shall make 90% payment of the Received F.O.R. value to the supplier jute Mill(s) after confirmation of the receipt of the jute bags at F.O.R. destination & the remaining 10% payment will be released by RAJFED as per terms and conditions of their supply order/ tender on completion of procurement season subject to settlement of due or recovery, if any.
 5. All terms and conditions mentioned in Tender No 20230309070729. Pdf dated 09.03.2023 of NAFED for Supply of A-TWILL 989 gms gunny bags under Rabi 2023 as well as terms of Limited tender of RAJFFED dated 08.06.2023 will remain the same for this agreement.
 6. Any terms and conditions of this agreement may be modified at any time mutually by both the parties.
 7. Duration of the agreement shall be at will and the same may be terminated at any time by one months' notice in advance, but the agreement shall not be expired /Terminated till the performance of all the assignment taken up mutually under the agreement.
 8. In the event of any dispute between the parties hereto in respect of this agreement of whatsoever nature the same shall be referred to the Managing Director. RAJFED (Head Office) for mutual settlement.
 9. The RAJFED will deduct 0.1% TDS under Section 194Q of Income Tax Act or as applicable rate from the millers and the same needs to be deposited with concerned authorities by the consignee RAJFED end.

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10. F.O.R rates of gunny bags are valid till completion of RABI 2023 season.

Applicable law, Jurisdiction & dispute resolution:

11. This Agreement and its terms and conditions shall be constituted and the legal relation between the parties hereto shall be determined and governed accordingly to the laws of Republic of India and only courts at High Court of RAJASTHAN shall have the jurisdiction in all matters arising out of/touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose any such proceeding.
12. All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion falling which the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any other statutory amendments/ modification thereof for the time being in force. The venue of the Arbitration shall be at JAIPUR and language of Arbitration shall be English/Hindi. In case of Arbitration, the cost of Arbitration shall be beared by both parties equally.
13. Nothing contained in this clause shall prevent the RAJFED from seeking interim injunctive relief against the Jute Mill(s) in the Courts having jurisdiction over the parties.

14. FORCE MAJEURE:

- a) If at any time during the existence of this Agreement, either party is unable to perform in whole or in part any obligations under this Agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God andacts of Government (including but not restricted to prohibitions of exports and imports), fires, floods. explosions, pandemic.epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods. shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- b) If operation of such circumstances exceeds three months either party will have the right to refuse further performance of the Agreement in which case neither party shall have the right to claim eventual damages.
- c) The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority

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connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non- availability of raw material will not be an excuse to the sellers for not performing their obligation under the Agreement.

EXECUTION: This agreement has been approved by the Competent Authority of Jute Mill(s) vide approval dated in the file no and the same has been executed for and on behalf of Jute Mill(s) through its Kolkata who has been authorized by the Managing Director of Jute Mill(s) vide authorization letter dated This agreement is signed on behalf of RAJFED through its , S/o Late who has been duly authorized by the Competent Authority of RAJFED vide Authorization Letter dated which is annexed herewith as Annexure 'B'

Now all the parties have executed this agreement on the day of 2023 to this agreement at the place of Kolkata and Jaipur with effect form the beginning of Rabi Season 2023 before the presence of following witness :

Signature of Witness (With Address)

On behalf of RAJFED

Signature of Witness (With Address)

on behalf of Jute Mill(s)



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Compliance with the code of Integrity and No Conflict of Interest

Any person participating in procurement process shall-

- a. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. not obstruct any investigation or audit of a procurement process;
- g. disclose conflict of Interest, if any; and
- h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in conflict of interest with one or more parties bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid, or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to Information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process, or
- e. The Bidder participates in more than one Bid in bidding process. Participation by a Bidder in more than one bid with result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid, or
- f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid, or
- g. Bidder or any of its affiliates has been hired for is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract