<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item No.</th>
<th>Name of approved item(s)</th>
<th>full specification(s)</th>
<th>Item Code / Make/ Brand</th>
<th>Total Qty (No. of units)</th>
<th>Approved rate per unit (₹)</th>
<th>GST % as applicable</th>
<th>Total Cost With GST (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>22</td>
<td>Rapid AUTOMATIC Kjeldahl Nitrogen/Protein Analysis SYSTEM (22)</td>
<td>As per bid/ Amended specifications</td>
<td>As per Quoted</td>
<td>1</td>
<td>236000.00</td>
<td>18.00</td>
<td>278480.00</td>
</tr>
<tr>
<td>2.</td>
<td>23</td>
<td>Automatic Soxhlet Fat/oil Extraction system (23)</td>
<td>do</td>
<td>do</td>
<td>1</td>
<td>130900.00</td>
<td>18.00</td>
<td>154462.00</td>
</tr>
</tbody>
</table>

1. समाज ज्ञानकोष को निर्धारित किया जाता है कि Equip. & Inst. की आवश्यकता, बजट उपलब्धियों व स्थानीय रेखा के अनुसार अनुमोदित फर्म को कार्यान्वयन (Work Order) जारी करते हुए अनुमोदित दरों के अनुसार आपूर्ति कराते हुए निर्माताएँ गणवर उपयोग करके की कार्यान्वयन करें।

2. समाज ज्ञानकोष को निर्धारित किया जाता है कि Equip. & Inst. की आपूर्ति अनुमोदित फर्म से उत्पादन अनुमोदित दरों पर ही करावाया सुनिश्चित करें। किसी और फर्म से Equip. & Inst. की आपूर्ति कराने पर किसी भी परियोजना में भुगतान करने के लिए जिक्या जाएगा।

3. समाज सम्मान पर फर्म को Equip. & Inst. आपूर्ति के माध्यम से जारी कार्यान्वयन (War Order) की एक प्रति चिन्ह निर्धारक कार्यान्वयन को प्रशिक्षण करना सुनिश्चित करें जिसके द्वारा संचालन करके नोटिस्परिशिष्ट संबंध हो सके। इतर के आवश्यक में फर्म की भुगतान किया जाएगा सबसे आदर्श नहीं होगा।

4. फर्म के साथ किए गए करार पत्र की प्रति संलग्न कर निर्धारित किया जाता है कि Equip. & Inst. आपूर्ति कराएगा समय करार पत्र में उल्लेखित शर्तों की पूरी अनुपालन करता सुनिश्चित करें।

उक्तानुसार जारी दर संचालन के कम में किसी भी प्रकार की कठिनाई के निवारण के लिए अद्यावस्थापकों के कार्यान्वयन में संपर्क किया जा सकता है।

संलग्न: उपर्युक्तानुसार (अनुसंधान पत्र पृष्ठ 01 से 05 तक)

संबद्ध: विचित्र नियंत्रक
प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यावली हेतु प्रेषित है:—
1. निजी सचिव, साथीगी बीमति, श्री कर्ण बोरेम बृहस्पति विश्वविद्यालय, जोंबोरे, जयपुर।
2. कुलसमिति, श्री कर्ण बोरेम बृहस्पति विश्वविद्यालय, जोंबोरे, जयपुर।
3. समस्त निदेशक/अधिकारी/अतिरिक्त निदेशक अनुसंधान (भाजी)/कृप्रीग निदेशक अनुसंधान/ प्रभारी अधिकारी/ कार्यक्रम समन्बयक/ विश्वविद्यालय पुस्तकालय्यक/ परीशा निधानकर/ शृं-सत्पति अधिकारी/कोषाधिकारी/ 
4. M/s PELICAN EQUIPMENTS, 2nd Floor, # 38 Burkit Road, T. Nagar, Chennai - 600017, India, Ph. 91-44-24341830/24347554/42128960, Fax: 91-44-24313738/26532050, Mobile No : 9444393550/9500094451
Email: pelican@pelicanequipments.com, enquiries@pelicanequipments.com
5. रक्षित पत्राचली।

दिल्ली विषयक
AGREEMENT

1. This deed of agreement is made on this 25th day of January 2018 for the contract period from 25.1.2018 ending 30.03.2019 of equipments and instruments/items KEL PLUS Automatic Nitrogen/Protein Estimation System & SOCS PLUS Automatic PC Compatible Solvent Extraction System (ISO 9001:2015 Certified & CE Certified) between M/s.Pelican Equipments, No. 38, 2nd Floor, Burkit road, T.Nagar, Chennai – 17 represented by Mr. N. Alexander, Partner Proprietor/Managing Director/Managing Partners having its registered office at No. 38, 2nd Floor, Burkit road, T.Nagar, Chennai – 17 and its factory premises at No: 68, Tamil Street, Galley Road, Ponniamman Nagar, Chennai – 600 095 (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and SKNAU, Jobner, Jaipur represented by its Comptroller having its office at SKN Agriculture University, Jobner- 303329 (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.

For PELICAN EQUIPMENTS

[Signature]
Partner

PELICAN EQUIPMENTS
38 11th FLOOR BURKIT ROAD
T.NAGAR CHENNAI-600017
Whereas the supplier has agreed with the Procuring Entity, the equipments and instruments and other supplies with specifications mentioned in the Schedule attached hereto to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the SKNAU, Jobner, Jaipur of the State of Rajasthan at its head office as well as at offices/consignees throughout jurisdiction of the University, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in column No. 8 (Approved Rate: Item S.No.22: Rapid AUTOMATIC Kjeldahl Nitrogen/Protein Analysis SYSTEM : Rs. 278480/-, Item S.No.23, Automatic Soxhlet Fat/oil Extraction System: Rs.154462/- of the said attached schedule.

2. And whereas the approved supplier has deposited with the Procuring Entity a sum of `Rs.9,000/- (Rupees Nine Thousand only) as sum performa deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,

(i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments and instruments for SKN Agriculture University, Jobner, Jaipur the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.

(ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of supply of equipments and instruments specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

(b) The Agreement shall be deemed to have come into force with effect from the date 25.1.2018 and it shall remain in force for a period of upto March, 2019 or as for extended period.

(c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity as per provisions of RTPPA, 2012 and RTPPR, 2013. The supplier shall supplies for the supply of equipments and instruments and on the basis of the supply orders by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan, as mentioned in bid document.

4. Now these Presents witness:

(i) In Consideration of the payment to be made by the Comptroller, SKN Agriculture University, Jobner, Jaipur or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(ii) The conditions of the bid and contract for open bid enclosed to the bid notice No: F (SKNAU/Comp/Tender/Equip.Inst./2017-18/2946 (Tender Id: 2017_ SKNAU_80096 _1) Dated: 12.10.2017 & corrigendum no : 1, F (SKNAU/Comp/ Tender/Equip. & Inst./2017 -18/3357 dt. 04.11.2017 & Corrigendum No:2, F (SKNAU/ Comp/ Tender/ Equip. & Inst./2017-18/3452 Dated: 10.11.2017 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
(iii) Letters received from Bidder and letters issued by in the regard of this bid and also as appended to this agreement shall also form part of this agreement.

(iv) (a) SKNAU do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, SKNAU will through Demand Draft/RTGS/NEFT Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of payment will be as specified in terms & conditions of the bid i.e. through NEFT/RTGS/ banker's cheque/Demand Draft etc.

5. The delivery shall be effected and completed within the period noted below from the date of supply order:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Items/Quantity</th>
<th>Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>As per supply order</td>
<td>As per terms &amp; conditions of bid</td>
</tr>
</tbody>
</table>

6. (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the procuring entity.

(ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply:

(a) Delay up to one fourth period of the prescribed delivery period - 2.5%
(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5%
(d) Delay exceeding three fourth of the prescribed delivery period - 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(i) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination of Contract on Breach of Condition

(i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any
such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing

All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of “custom” or otherwise; nor shall the supplier permit any person or persons whosoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

vi) Serving of notice on supplier: - All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

[Signatures and addresses]
8. Dispute settlement:-
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Comptroller, SKN Agriculture University, Jobner, Jaipur and the decision of the Comptroller, SKN Agriculture University, Jobner, Jaipur shall be final as per bid terms and conditions. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Comptroller having its office at SKN Agriculture University, Jobner, Jaipur in the matter shall be final and binding. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the Comptroller, SKN Agriculture University, Jobner, Jaipur who will appoint his senior most officials as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify by SKN Agriculture University, Jobner, Jaipur and reduce the rates in the same proportion.

10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

11. JURISDICTION:
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur. In witness whereof of the parties here to have set their hands on the day 25th day of January 2018.

Signature of the approved Supplier with Seal

PELICAN EQUIPMENTS
38 1st FLOOR BURKIT ROAD
T.NAGAR CHENNAI-600017

COMPTROLLER

Witness-1

Witness-2

Witness-1

Witness-2
दर अनुमोदन आदेश

ई-मिश्रित सूचना No. F ( )SKNAU Comp/Tender/Equip. & Inst./2017-18/2946 Dated 12.10.2017
NTB No.-3 (2017-19) के अनुसार म/स The Scientific Suppliers द्वारा दिनांक 23.12.2017 को प्रस्तुत दर
एवं बांटावली (Negocitation) दिनांक 27.12.2017 के क्रम में विभिन्न प्रकार के Equip. & Inst. की दर संबंध हेतु
जरूरत विविधता समर्पित एवं जानकारी कुलपति नयनदेश से प्राप्त अनुमोदन प्रकाश M/स The Scientific Suppliers,
505, 5th 'B' Road, Sardarpura, Jodhpur - 342003 (Rajasthan) Phone : 0291-2430241, Fax : +91-98290-25566,97840-10608 Email:kothariem_cum@rediffmail.com thescientificsuppliers@gmail.com
dी के दृष्टिकोण वर्ष 2017-19 (31.03.2019 तक) की लागु विखणासार अनुमोदित की जाती है:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item No.</th>
<th>Name of approved item(s)</th>
<th>Full specification(s)</th>
<th>Item Code / Make/ Brand</th>
<th>Total Qty (No. of units)</th>
<th>Approved rate per unit (₹)</th>
<th>GST % as applicable</th>
<th>Total Cost With GST (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>06</td>
<td>High Speed Refrigerated Centrifuge (06)</td>
<td>As per bid/ Amended specifications</td>
<td>As per Quoted</td>
<td>1</td>
<td>209900.00</td>
<td>18.00</td>
<td>247682.00</td>
</tr>
</tbody>
</table>

1. समस्त इकाईयों को निर्देशित किया जाता है कि Equip. & Inst. की आवश्यकता, बजट 
उपलब्धता एवं सक्षम स्वीकृति के अनुसार अनुमोदित परिवहन की कार्यवाही (Work Order) जारी करते 
हुए अनुमोदित दरों के अनुसार आपूर्ति कराने तथा जिम्मेदार गणना उपलब्ध भुगतान करने 
की कार्यवाही करनी है।

2. समस्त इकाईयों को निर्देशित किया जाता है कि Equip. & Inst. की आपूर्ति अनुमोदित परिवहन 
से उत्तरायुक्त अनुमोदित दरों पर ही कार्यवाही द्वारा सुनिश्चित करें। किसी और परिवहन से Equip. & 
Inst. की आपूर्ति कराने पर किसी भी परिस्थिति में भुगतान नहीं किया जाएगा।

3. समय समाप्त पर फर्म की Equip. & Inst. आपूर्ति के लिए जारी कार्यवाही (Work Order) की 
एक प्रति विशिष्ट निर्देश विशेषता कार्यवाही को प्रस्तुत करना सुनिश्चित करें ताकि दर संबंधी कार्य की 
मोटी रिपोर्ट रखी हो सकें। इसके अभाव में फर्म को भुगतान किया जा सकता है नहीं होगा।

4. फर्म के साथ लिये गए करार पत्र की प्रति संदेश कर निर्देशित किया जाता है कि Equip. 
& Inst. आपूर्ति कराने समय कर उल्लेखित शर्तों की पूर्ण अनुपालन करना 
सुनिश्चित करें।

उक्तानुसार जारी दर संबंध के क्रम में किसी श्री प्रकार की कठिनाई के निवारण के लिए 
अध्ययन स्तरों के कार्यालय में संपर्क किया जा सकता है।

संलग्न: उक्तानुसार (अनुमोदन पत्र पृष्ठ 01 से 05 तक)

निष्ठ वित्त निदेशक
प्रतिलिपि विज्ञापित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित हैं :-

1. जिजी राधिका, माननीय कुलपति, श्री कर्नेर कृषि विश्वविद्यालय, जोधपुर, जयपुर।
2. कुलसिंह, श्री कर्नेर कृषि विश्वविद्यालय, जोधपुर, जयपुर।
3. सनातन विदेशक/अधिवक्ता/अतिरिक्त विदेशक अनुसंधान (बीज)/केन्द्रीय विदेशक अनुसंधान/
   प्रभारी अधिकारी/कार्यक्रम समाप्ति/ विश्वविद्यालय पुस्तकालयक्ष/ परीक्षा लिखानक/ 
   भू-सामग्रि अधिकारी/ कोषाधिकारी/

4. M/s The Scientific Suppliers, 505, 5th 'B' Road, Sardarpura, Jodhpur - 342003 
   (Rajasthan) Phone : 0291-2430241, Fax : +91-98290-25566,97840-10608
   Email: kotharicm_cum@rediffmail.com, thescientificsuppliers@gmail.com

5. संक्षेप उपाध्यक्ष

लिखित नियंत्रक
AGREEMENT

1. This deed of agreement is made on this Saturday day of 20-01-2018 for the contract period from 20-01-2018 ending March 2019 equipments and instruments/items High Speed Regrigerated Centrifuge (06) Between M/s The Scientific Suppliers, 505, 5Th 'B' Road, Sardarpura, Jodhpur-342003 (Raj.) represented by Shri C.M. Kothari Proprietor /Mangaging Director/Managing Partner having its registred office at Jodhpur nad its factory premises at Na (hereinafter called "The approved supplier", 

For The Scientific Suppliers

Proprietor

COMPTROLLER

3h Karan Narendra Agriculture University
Jobner
Which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and SKNAU, Jobner, jaipur represented by its comptroller having its office at SKN Agriculture university, Jobner -3033289 (hereinafter referred to as “The Procuring Entity” which terms shall include its successors, representatives, executors, assigns and administrator unless exclude by the other part

2. Whereas the suppliers has agreed with the procuring Entity, the equipments and instruments and other supplies with specifications mentioned in the schedule attached here to at the price noted here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the SKNU, Jobner, jaipur of the state of Rajasthan at its head office as well as at offices/consignees throughout jurisdiction of the university, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in column no 06 (approved rate247662/-) of the said attached schedule

3. And whereas the approved supplier has deposited with the procuring Entity a sum of -12384/- (in words twelve thousand three hundred eighty four only) as sum Performa deposit for the due and faithful performance of this agreements, to be forfeited in the event of the supplier failing duly and faithfully to Performa it now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say

   (i) the term “agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments and instruments for SKN Agriculture University, Jobner, jaipur the instruction to bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time

   (ii) (a) the agreement if for the supply by the suppliers to the procuring Entity of supply of equipments and instruments specified in the schedule attached here to at process noted against each therein on the terms and conditions set forth in the agreement:

   (b) The agreement shall be deemed to have come into force with effect from the date....20.01.2018 and it shall remain in force for a period of upto March, 2019 or as for extended period.

   (c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease of the discretion of procuring Entity as per provisions of RTPPA,2012 and RTPPR,2013. The supplier shall supplies for the supply of equipments and instruments and on the basis of the supply orders by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan, as mentioned in bid document.
4. Now these presents witness:

(1) In consideration of the payment to be made by the comptroller, SKN Agriculture University, jobner, jaipur or consignee offices at the rates set forth in the schedule hereto a appended the approved suppliers will duly supply the said articles set forth in schedule of rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(2) The conditions of the bid and contract for open bid enclosed to the bid notice no . NIB 3(2017-19)------2946 dated 12/10/17. Corrigendum no ..... dated ......... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters received from bidder and letters issued by in the regard of this bid and also as appended to this agreement shall also form part of this agreement.

(4) (a) SKNAU do here by agree that if the approved supplier shall dully supply the said articles in the manner aforesaid observe and keep the said terms and conditions SKNAU will through Demand Draft/RTGS/NEFT Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of payment will be as specified in terms & conditions of the bid i.e. through NEFT/RTGS/ banker's cheque/ Demand Draft etc.

5. The delivery shall be effected and completed within the period noted below from the date of supply order:

<table>
<thead>
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<th>S. N.</th>
<th>Items/quantity</th>
<th>Delivery period</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>as per supply order</td>
<td>As per terms &amp; conditions of bid</td>
</tr>
</tbody>
</table>

6. (1) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the procuring entity.

(2) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L. D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply:

(a) Delay up to one fourth period of the prescribed delivery period - 2.5

(b) Delay exceeding one fourth but not exceeding half of the
Prescribed delivery period

5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period
7.5%
(d) Delay exceeding three fourth of the prescribed delivery period.

10%
Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(i) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination of Contract on Breach of Condition

(i) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from the moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) **Notice etc. in writing**

All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of “custom” or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) **Serving of notice on supplier:** - All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. **Dispute settlement:**

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Comptroller, SKN Agriculture University, Jobner, Jaipur and the decision of the Comptroller, SKN Agriculture University, Jobner, Jaipur shall be final as per bid terms and conditions. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Comptroller having its office at SKN Agriculture University, Jobner, Jaipur in the matter shall be final and binding. If any dispute arise out of the contract with regard to the
Interpretation, meaning and breach of the terms of contact, the matter shall be referred to by the parties to the Comptroller, SKN Agriculture University, Jobner, jaipur, who will appoint his senior most officials as the sole arbiter of the dispute who will not be related to this contract and whose decision shall be final. All legal proceeding, if necessary arise to institute may by any of the parties (University or contractor) shall have to be lodged in courts situated at jaipur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state government, the approved supplier will have to notify by SKN Agriculture University, Jobner, jaipur and reduce the rates in the same proportion.

10. In addition to the recourse available in the bidding documents or the contract the bidding process sell also be subject to the provision of the Rajasthan transparency in public procurements act 2012 and rule 2013 made there under. All terms and condition of the bid shall be as integral part of the contract.

11. JURISDICTION:
All action, proceeding and suits arising from or connected to the agreement shall be subject to the exclusive jurisdiction of the court in jaipur.

In witness whereof the parties here to have set there hand on the day Saturday of 20.01.2018.

Signature of the approved Suppliers with Seal

For The Scientific Suppliers

Proprietor

Witness-1

Electronics India

Your Lab & Technology Partner

Add. : B 131-A, Parshannath Colony, Nirman Nagar, Ajmer Road, Jaipur - 302016. Ph:0141-4049888

TIN No. : 09912700056

Witness-1

Witness-2

Witness-2

COMPTROLLER

Sri Karnal Singh, University

Jobner

COMPTROLLER

Signature of AAO & SENAD Jobner

Witness-1

Electronics India

Witness-2

Prop./Auth.Sign.

Witness-2

MULTITECH AUTOMATION

552, 7th 'B' ROAD, SARDARPURA

JODHPUR - 342 003 (RAJ.)

G : 2630240, 9784010604

web:multitech.ind.in
दर अनुमोदन आदेश

ई-निविदा सूचना No. F ( )SKNAU/ Comp/Tender/Equip. & Inst./2017-18/2946 Dated 12.10.2017

NIB No.-3 (2017-19) के अनुसार में M/s Sudarshan Chemicals (Regd.) ने 23.12.2017 को प्रस्तुत दर एवं बाजारी (Negotation) दिलाकर 27.12.2017 के क्रम में विभिन्न प्रकार के ईकेप. & इंस्ट्रीज़ की दर संबंधित हेड्सू नोटिश जिल्लाधिकारी एवं नगर विकास प्रादेशिक कौशल कार्यालय से प्राप्त अनुमोदन प्रमाण, M/s Sudarshan Chemicals (Regd.), Sudarshan Building, Jhalawar Road, Kota - 324007 Phone : 0744-2362345, Fax : 0744-3293006, e-mail Id : sudarshanchemicals@gmail.com Mobile : 09414188018 को दरे वित्तीय वर्ष 2017-19 (31.03.2019 तक) के लिए बिलबाजार अनुमोदित की जाती है:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item No.</th>
<th>Name of approved item(s)</th>
<th>full specification(s)</th>
<th>Item Code / Make/ Brand</th>
<th>Total Qty (No. of units)</th>
<th>Approved rate per unit (₹)</th>
<th>GST % as applicable</th>
<th>Total Cost With GST (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>05</td>
<td>Incubator Shaker (05)</td>
<td>As per bid/ Amended specifications</td>
<td>As Per Quoted</td>
<td>1</td>
<td>98000.00</td>
<td>18.00</td>
<td>115640.00</td>
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<tr>
<td>2</td>
<td>14</td>
<td>Vertical Laminar Air Flow (14)</td>
<td>do</td>
<td>do</td>
<td>1</td>
<td>74000.00</td>
<td>18.00</td>
<td>87320.00</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
<td>Deep Freezer -20°C (Vertical)</td>
<td>do</td>
<td>do</td>
<td>1</td>
<td>86000.00</td>
<td>18.00</td>
<td>101480.00</td>
</tr>
<tr>
<td>4</td>
<td>17</td>
<td>Hot Air Oven (17)</td>
<td>do</td>
<td>do</td>
<td>1</td>
<td>21200.00</td>
<td>18.00</td>
<td>25016.00</td>
</tr>
<tr>
<td>5</td>
<td>20</td>
<td>Water Bath (20)</td>
<td>do</td>
<td>do</td>
<td>1</td>
<td>17300.00</td>
<td>18.00</td>
<td>20414.00</td>
</tr>
</tbody>
</table>

1. समस्त इकाइयों को निर्देशित किया जाता है कि Equip. & Inst. की आवश्यकता, जो क्षेत्र उपलब्धिता व सममत स्वीकृति के अनुसार अनुमोदित पर्यावरण को कायमित्र के योजना (Work Order) जारी करते हुए अनुमोदित दरों के अनुसार आपूर्ति करते हुए बिलबाजार अनुमोदित हुए उपराज्य की कर्तव्यवस्था करें।

2. समस्त इकाइयों को निर्देशित किया जाता है कि Equip. & Inst. की आपूर्ति अनुमोदित दरों से उक्तालोकार अनुमोदित दरों पर ही करवाया विनियमित करें। किसी आयात पर नाम और इकेप. इंस्ट्रीज़ की आपूर्ति करने पर किसी भी परिस्थिति में वृद्धि नहीं किया जाएगा।

3. समस्त समय पर पर्यावरण को Equip. & Inst. आपूर्ति के लिए जारी कायमित्र के लिए विनियमित कार्यालय को प्रदत्त करना विनियमित करें ताकि वर संबंधित कार्य की मौलिकता संपन्न हो सकें। इसके अनुसार में पर्यावरण को वृद्धि किया जाना सम्भव नहीं होगा।

4. पर्यावरण के साथ एवं गारेज कार्य पर की प्रति संलग्न कर निर्देशित किया जाता है कि Equip. & Inst. आपूर्ति करते समय कार्य प्रयत्न में उल्लंघित शरीर की पूर्ण अनुपालन करना सुनिश्चित करें।

उक्तालोकार जारी कर संबंधित के क्रम में किसी भी प्रकार की कटिबाजार के नियम के लिए अध्ययनार्थक कार्य के कार्यालय में संकेत किया जा सकता है।

संलग्न: उपर्युक्तालोकार (अनुबंध पत्र पृष्ठ 01 से 06 तक)

विष्णु निर्णयक
प्रतिलिपि निबन्धनित्रित को सूचनार्थ एवं आदेशक कार्यवाही हेतु प्रस्तुत हैं :-
1. विजय सचिव, माननीय कुलपति, श्री कर्ण वरेंद्र कृषि विश्वविद्यालय, जोधपुर,
2. कुलसचिव, श्री कर्ण वरेंद्र कृषि विश्वविद्यालय, जोधपुर,
3. सामनेर विद्यासाहित्य/अधिकारी/अधिकारी विद्यासाहित्य अनुसंधान/भ्रमण अधिकारी/कार्यक्रम समग्र/ विश्वविद्यालय पुस्तकालय/ परीक्षा विभाग/केंद्रीय संस्थान

4. M/s Sudarshan Chemicals (Regd.), Sudarshan Building, Jhalawar Road, Kota - 324007
   Phone : 0744-2362345, Fax : 0744-3293006, e-mail Id : sudarshanchemicals@gmail.com
   Mobile : 09414188018

5. संबंधित पत्तावली।

वित्त निदेशक
This deed of agreement is made on this 17th day of January 2018 for the contract period from 2017-2018 ending March 2019, of equipments and instruments/items between Mr. Sudarshan Chemicals (Regd) represented by Shri. Sanjeev Verma Proprietor having its registered office at Sudarshan Building, Jhalawar Road, Kota-324007 and its shop premises at K-74 IPIA, Near Dakania Railway Station, Kota & 9 A RICO Industrial Estate Near Rajasthan Patrika Road, Kota (hereinafter called "the approved supplier"), which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and SKNAU, Jobner, Jaipur represented by its Comptroller having its office at S KN Agriculture University, Jobner-303329 (hereinafter referred to as "The Procuring Entity" which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.

Whereas the supplier has agreed with the Procuring Entity, the equipments and instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the SKNAU, Jobner, Jaipur of the State of Rajasthan at its head office as well as at offices/consignees throughout jurisdiction of the University, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in column No. --- (Approved Rate) of the said attached schedule.

And whereas the approved supplier has deposited with the Procuring Entity a sum of "------(In words)------------------only) as sum performs deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,

(i) The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments and instruments for SKN Agriculture University, Jobner, Jaipur the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
(ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of supply of equipments and instruments specified in the Schedule attached hereto at process noted against each therein on the terms and conditions set forth in the Agreement.
(b) The Agreement shall be deemed to have come into force with effect from the date ................. and it shall remain in force for a period of upto March, 2019 or as for extended period.
(c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity as per provisions of RTPPA, 2012 and RTPPR, 2013. The supplier shall supplies for the supply of equipments and instruments and on the basis of the supply orders by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan, as mentioned in bid document.

4. Now these Presents witness:

(i) In Consideration of the payment to be made by the Comptroller, SKN Agriculture University, Jobner, Jaipur or consignee offices at the rates set forth in the schedule hereto appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(ii) The conditions of the bid and contract for open bid enclosed to the bid notice No.F/SKNAU/Comp/Tender/Equip.& Inst./2017-18/4887 dt.02/01/2018 2017-19 NIB No-3/2017-......Dated .......... & corrigendum no 19No.F/JSKNAU/Comp/Tender/Equip.& Inst/2017-18/2846 Dated Dt.12/10/2017...... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(iii) Letters received from Bidder and letters issued by in the regard of this bidand also as appended to this agreement shall also form part of this agreement.

(iv) (a) SKNAU do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, SKNAU will through Demand Draft/RTGS/NEFT Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
(b) The mode of payment will be as specified in terms & conditions of the bid i.e. through NEFT/RTGS/ banker's Cheque/Demand Draft etc.
5. The delivery shall be effected and completed within the period noted below from the date of supply order:

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<td></td>
</tr>
<tr>
<td></td>
<td>(2) Vertical Laminar Air Flow</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3) Deep Freezer -20c Vertical</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(4) Hot Air Oven</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(5) Water Bath</td>
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</table>

6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the procuring entity.

(ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply:

(a) Delay up to one fourth period of the prescribed delivery period - 2.5 %
(b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5%
(d) Delay exceeding three fourth of the prescribed delivery period - 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
(i) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination of Contract on Breach of Condition

(i) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) Serving of notice on supplier: - All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. Dispute settlement:-
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Comptroller, SKN Agriculture University, Jobner, Jaipur and the decision of the Comptroller, SKN Agriculture University, Jobner, Jaipur shall be final as per bid terms and conditions. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the
Comptroller having its office at SKN Agriculture University, Jobner, Jaipur in the matter shall be final and binding. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the Comptroller, SKN Agriculture University, Jobner, Jaipur who will appoint his senior most officials as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify by SKN Agriculture University, Jobner, Jaipur and reduce the rates in the same proportion.

10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

11. JURISDICTION:
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.
In witness whereof the parties here to have set their hands on the day .......................... of .................................. 2018.

Signature of the approved Supplier with Seal

Witness-1

Witness-1

Witness-2

Witness-2

For Dev Raj Scientific Co.

For Sudarshan Chemical
दर अनुमोदन आदेश

ई-विविधा सूचना No. F ( )SKNAU/ Comp/Tender/Equip. & Inst./2017-18/2946 Dated 12.10.2017 NIB No.-3 (2017-19) के अनुसार M/s Metro Trading Corporation द्वारा दिनांक 23.12.2017 को प्रस्तुत दर एवं बातचीत (Negocation) दिनांक 27.12.2017 के क्रम में विभिन्न प्रकार के Equip. & Inst. की दर संदिग्ध हेतु जनित विविधा संज्ञान एवं मानकीय कुलपति सहायता से प्रचार अनुमोदन पत्रपत्र M/s Metro Trading Corporation, Film Colony, SMS Highway, Chaura Rasta, Jaipur, e-mail Id : metrotender@gmail.com, mtcjaipur@yahoo.in, Phone No. : 0141-2602147/2316504 की दर्शन वित्तीय वर्ष 2017-19 (31.03.2019 तक) के लिए जिक्रमुम्बार अनुमोदन की जाती है:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item No.</th>
<th>Item Name(s)</th>
<th>Full Specification(s)</th>
<th>Item Code / Make / Brand</th>
<th>Total Qty (No. of units)</th>
<th>Approved Rate per unit (₹)</th>
<th>GST % as applicable</th>
<th>Total Cost With GST (₹)</th>
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<tbody>
<tr>
<td>1</td>
<td>07</td>
<td>Gel Documentation System (07)</td>
<td>As per bid / Amended specifications</td>
<td>As per Quoted</td>
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<td>472000.00</td>
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<td>2</td>
<td>08</td>
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<td>do</td>
<td>do</td>
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<td>154000.00</td>
<td>18.00</td>
<td>181720.00</td>
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<td>09</td>
<td>Ice Flakes Maker (09)</td>
<td>do</td>
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<td>18.00</td>
<td>185260.00</td>
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<tr>
<td>4</td>
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<td>Spectrophotometer - (13)</td>
<td>do</td>
<td>do</td>
<td>1</td>
<td>104000.00</td>
<td>18.00</td>
<td>122720.00</td>
</tr>
</tbody>
</table>

1. समस्त इकाइयों को निर्देशित किया जाता है कि Equip. & Inst. की आयुक्तकार, बाह्य उपलब्धित प्लेटफार्म से संस्था स्थापक के अनुसार अनुमोदित परमो को कार्यालय (Work Order) जारी करते हुए अनुमोदित दरों के अनुसार आपूर्ति कराते हुए नियमाङ्कित रूप से उपलब्ध कार्य का वाहन कार्य के कार्यक्रमों धर्म।

2. समस्त इकाइयों को निर्देशित किया जाता है कि Equip. & Inst. की आपूर्ति अनुमोदित परमो के उत्तराधिकारी अनुमोदित दरों पर ही करवाया सूचित करें। किसी और परमो से Equip. & Inst. की आपूर्ति कराने पर किसी भी परिस्थिति में बुझावा नहीं किया जाएगा।

3. समय समय पर परमो की Equip. & Inst. आपूर्ति के लिए जारी कार्यालय (Work Order) की एक प्रति वित्त नियंत्रक कार्यालय का प्रति कर्म नियमित करें ताकि दर संदिग्द कार्य की मौनिशितिक संबंध हो सके। इसके अभाव में परमो को बुझावा किया जाना सम्भव नहीं होगा।

4. परमो के साथ किए गए कार्य पर की पाथ संलग्न कर निर्देशित किया जाता है कि Equip. & Inst. आपूर्ति कराते समय कर्म परम में उल्लिखित राशि की पूर्ण अबिधान करना सुनिश्चित करें।

उत्तराधिकारी जारी दर संदिग्द के क्रम में किसी भी प्रकार की कठिनाई के निवारण के लिए अवोधासामर्थ्यों के कार्यालय में संचर किया जा सकता है।

संलग्न: उपर्युक्ताधिकार (अनुबंध पत्र पृष्ठ 01 से 05 तक)
प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित हैं :-
1. निजी संपत्ति, मानवीय कुलपति, श्री कर्ण वरेन्द्र कृषि विश्वविद्यालय, जोधपुर।
2. कुलपति, श्री कर्ण वरेन्द्र कृषि विश्वविद्यालय, जोधपुर।
3. राजस्थान विदेशी/अधिकारी/अतिरिक्त विद्वान अनुसंधान (बीज)/श्रीमान विदेशी अनुसंधान/ प्रभारी अधिकारी/कार्यकर्म समन्वयक/ विश्वविद्यालय पुतासा/लायकता/ परीक्षा नियंत्रक/ शू-रामसूत्र अधिकारी/कोषाधिकारी।
4- M/s Metro Trading Corporation, Film Colony, SMS Highway, Chaura Rasta, Jaipur, e-mail Id: metrotender@gmail.com, mtcjaipur@yahoo.in, Phone No.: 0141-2602147/2316504
5. रक्षित पत्रावली।

दित्त नियंत्रक
**INDIA NON JUDICIAL**

**Government of Rajasthan**

**e-Stamp**

<table>
<thead>
<tr>
<th>Certificate No.</th>
<th>IN-RJ18621991147571P</th>
</tr>
</thead>
<tbody>
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</tr>
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<td>Purchased by</td>
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</tr>
<tr>
<td>Description of Document</td>
<td>Article 58 Works Contract</td>
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<tr>
<td>Property Description</td>
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</tr>
<tr>
<td>Consideration Price (Rs.)</td>
<td>0 (Zero)</td>
</tr>
<tr>
<td>First Party</td>
<td>METRO TRADING CORPORATION</td>
</tr>
<tr>
<td>Second Party</td>
<td>THE COMPROLLER SKN AGRICULTURE UNIVERSITY JOBNER</td>
</tr>
<tr>
<td>Stamp Duty Paid By</td>
<td>THE COMPROLLER SKN AGRICULTURE UNIVERSITY JOBNER</td>
</tr>
<tr>
<td>Stamp Duty Payable (Rs.)</td>
<td>1,000 (One Thousand only)</td>
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<tr>
<td>Surcharge for Infrastructure Development (Rs.)</td>
<td>100 (One Hundred only)</td>
</tr>
<tr>
<td>Surcharge for Propagation and Conservation of Cow (Rs.)</td>
<td>100 (One Hundred only)</td>
</tr>
<tr>
<td>Stamp Duty Amount(Rs.)</td>
<td>1,200 (One Thousand Two Hundred only)</td>
</tr>
</tbody>
</table>

Regarding Agreement with the Comptroller, Sri Karan Narendra Agriculture University, Jobner

For Metro Trading Corporation

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at [www.shriudastamp.com](http://www.shriudastamp.com). Any discrepancy in the details on the Certificate and all available on the website renders it invalid.
2. The user of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.
AGREEMENT

1. This deed of agreement is made on this 17th day of January 2018 for the contract period from 2017 ending March 2019 of equipments and instruments/ Item No. 7 Gel Documentation System, Item No. 8 PCR Machine (Gradient), Item No. 9 Ice Flakes Maker, Item No. 13 Spectrophotometer between M/s Metro Trading Corporation represented by Mr. Anupam Singhil Partners having its registered office at Pharma Plaza Building, Film Colony, SMS Highway, Choura Rasta, Jaipur – 302003 and its factory premises at........................................... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and SKNAU, Jodhpur represented by its Comptroller having its office at SKN Agriculture University, Jodhpur 303329 (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.

2. Whereas the supplier has agreed with the Procuring Entity, the equipments and instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the SKNAU, Jodhpur, Jaipur of the State of Rajasthan at its head office as well as at offices/constituents throughout jurisdiction of the University, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in column No. -- (Approved Rate ₹ 10,46,600.00) (In Words Rs, Ten Lacs Forty Six Thousand Six Hundred Sixty Only) of the said attached schedule.

3. And whereas the approved supplier has deposited with the Procuring Entity a sum of ₹ 660000.00 (In words Rs, Sixty Six Thousand Only) as sum performa deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,

(i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments and instruments for SKN Agriculture University, Jodhpur the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.

(ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of supply of equipments and instruments specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

(b) The Agreement shall be deemed to have come into force with effect from the date ...................... and it shall remain in force for a period of upto March, 2019 or as for extended period.

(c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity as per provisions of RTPPA, 2012 and RTPPR, 2013. The supplier shall supplies for the supply of equipments and instruments and on the basis of the supply orders by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan, as mentioned in bid document.

4. Now these Presents witness:

(i) In Consideration of the payment to be made by the Comptroller, SKN Agriculture University, Jodhpur or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be

[Signatures and Seal]

For Metro Trading Corporation

[Signature]

Partner
deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(ii) The conditions of the bid and contract for open bid enclosed to the bid notice No. MIB No.3 (2017-19) No. F ( )SKNAU/Comp/Tender/Equip. & Inst/2017-18/2946 Dated 12/10/2017 & corrigendum no F ( ) SKNAU/ Comp/ Tender/ Equip. & Inst./2017-18/3357 Dated: 04/11/2017 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(iii) Letters received from Bidder and letters issued by us in the regard of this bid and also as appended to this agreement shall also form part of this agreement.

(iv) (a) SKNAU do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, SKNAU will through Demand Draft/RTGS/NEFT Transfer cause to be paid to the approved supplier at the time and manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of payment will be as specified in terms & conditions of the bid i.e. through NEFT/RTGS/banker's cheque/Demand Draft etc.

5. The delivery shall be effected and completed within the period noted below from the date of supply order:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items/Quantity</th>
<th>Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>As per supply order</td>
<td>As per terms &amp; conditions of bid</td>
</tr>
</tbody>
</table>

6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.

(ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply:

(a) Delay up to one fourth period of the prescribed delivery period - 2.5%

(b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5%

(d) Delay exceeding three fourth of the prescribed delivery period - 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(i) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination of Contract on Breach of Condition

(i) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and the damage, loss,
expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate, without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of “custom” or otherwise; nor shall the supplier permit any person or persons whomever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) Serving of notice on supplier: - All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. Dispute settlement:-
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Comptroller, SKN Agriculture University, Jobner, Jaipur and the decision of the Comptroller, SKN Agriculture University, Jobner, Jaipur shall be final as per bid terms and conditions. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained
on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Comptroller having its office at SKN Agriculture University, Jodhpur, Jodhpur in the matter shall be final and binding. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Comptroller, SKN Agriculture University, Jodhpur, Jodhpur who will appoint his senior most officials as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jodhpur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify by SKN Agriculture University, Jodhpur, Jodhpur and reduce the rates in the same proportion.

10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

11. JURISDICTION:
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jodhpur.
In witness whereof the parties here to have set their hands on the day ...................... of .................. 2018.

For Metro Trading Corporation

Signature of the approved Supplier with Seal

COMPTROLLER
SKN Agriculture University
Jodhpur

Witness-1

Witness-2

Witness-1

Witness-2