

1. An agreement made the between. M/s.....  
 (Address)..... (here in after called  
 "The Approved) Supplier Which expression shall were the out texts admits, be deemed to  
 include list heirs successor, executors and administrators) or the one the Mohan Lal  
 Sukhadia University, Udaipur a body Corporate/established under Udaipur University  
 Act,1962 hereinafter called the purchaser/University of the other part.
  
2. Whereas the approved supplier has agreed with the University to supply to the  
 Direct/Demanding officers of the University at its lead office as well as at branch Office  
 throughout Rajasthan, all those articles set to forth in the schedule appended here to in the  
 manner set forth in the conditions of the tender and contract appended here with and at  
 the rates set forth in Column. Five.....of the said schedule  
 which rates shall be and so osculation on whatever shall be all owned and/or conceders.
  
3. And whereas the approved supplier has deposited a sum Rs.....
  1. Post office Cash Certificate
  2. Crossed Demand Draft
  3. Fixed deposits receipts of any scheduled bank
  4. Cash through treasury challan
  5. Treasury savings deposit certificates and National plan certificates  
 (The certificates being accepted their surrender value)  
 As security for the due performance of the aforesaid agreement
  
4. Now those presents witness (I) in consideration of the payment to be made by the Mohan  
 Lal Sukhadia University, Udaipur through...crossed cheques At the rates set forth in the  
 schedule here to appended the approved Supplier will duly supply the said articles set forth  
 in the purchase order there in the manner set forth in the condition of the tender and  
 contract the condition of tender and contract as enclosed to the tender notice  
 No. ....Dated.....and also appended to this agreement  
 will be deemed to be taken a part of this.
  
5. The University do here by agree that if the approved supplier shall duly supply said article  
 the manner aforesaid, observe and keep the said terms and condition\the University will  
 throw crossed cheque pay to be paid the approved supplier at the time and the manner set  
 for B. The mode of payment will be as specifie below.
  - 100% payment through crossed cheque against Satisfactory Supply & installation.

6. The Delivery shall be affected and completed within period of 30 days from the date agreement and the date of order.
7. If the tender fails to deliver the goods within period specified in the tender form, the purchasing officer may at his discretion allow the extension of time subject to recovery from tender as agreed liquidated damage and not by way of penalty a sum equal to the following percentage of the value of stores which the tender has failed to supply for period of delay as stated below.
- Delay up to fourth period of the prescribed delivery period – 2.5%
  - Delay exceeding one fourth but exceeding half of the delivery period – 5%
  - Delay exceeding three fourth but not exceeding equal to the prescribed delivery period -7.5%
  - Delay equal to supply period 10%
8. All disputes arising out of this agreement and all question relating to the interpretation of this agreement shall be decided by the Vice-Chancellor, Mohan Lal Sukhadia University, Udaipur the decision of the Vice-Chancellor, Mohan Lal Sukhadia University, Udaipur shall be Final.

In Witness where of the Parties here to her set their and on the.....

Signature and rubber stamp of the  
Approved Supplier

Signature for and on behalf  
of the Vice-Chancellor

Dated:

DIRECTOR  
University Computer Centre  
Mohan Lal Sukhadia University, Udaipur

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2

As per G.F.& A.R. Volume Lst,1985 Chapter XI contingent charge appendix X V I annexure form of agreement (At page no. 239-239)