



राजस्थान RAJASTHAN

H 001923



### CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on 17/11/2017

BETWEEN

- (1) Rajasthan Agricultural Competitiveness Project and Management Implementation Society (RACPMIS) registered under Rajasthan Society Registration Act, 1958 under the laws of India and having its principal place of business at II Floor, Academic Block, SIAM Campus, Durgapura, Jaipur - 302018, India (hereinafter called "the Purchaser"), and
- (2) M/s Disha Organic Science Tech Industries, a corporation incorporated under the laws of India, having its principal place of business at M/s Disha Organic Science Tech Industries, 64, Katta Mansion, Office No. 123 Vijay Bari, Path No.7, Sikar Road, Jaipur, Rajasthan, India and (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for Supply, Installation and Demonstration of Azolla Cultivation for 12 clusters under RACP vide IFB No.: IN-PMU-RACP-21580-GO-RFB and has accepted a Bid by

For Disha Organic Science-Tech Industries

*(Signature)*  
Proprietor

*(Signature)*  
(Dr. Om Prakash)  
Project Director  
SIAM Durgapura, Jaipur.

*(Signature)*  
(Gajanand Agrawal)  
Proprietor

For Disha Organic Science-Tech Industries

*(Signature)*  
Proprietor

the Supplier for the supply of those Goods and Services in the sum of Rs. Rs. 2,37,33,000.00 (In Words: Two Crore Thirty Seven Lacs Thirty Three Thousand Only) including transportation & Insurance, excluding all taxes as applicable (hereinafter called "the Contract Price").


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
  - (a) The letter of Acceptance
  - (b) this Contract Agreement
  - (c) The Supplier's letter of Bid and original completed Schedules including Price Schedules
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (g) *Performance Security in Form of DD No. 566843 dated 16.11.2017 issued by UCO Bank, Vishwakarma, Jaipur Amounting Rs. 11,86,650/-*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the RACPMIS (Purchaser)

Signed:

  
(Dr. Om Prakash)  
(Dr. Om Prakash)  
RACP, Dungapur, JAIPUR

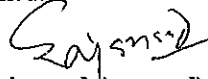
in the capacity of *Project Director RACPMIS, Jaipur*

in the presence of *Anil Kumar Vijay, Manager Procurement*

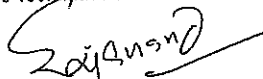
  
(Anil Kumar Vijay)  
Assistant Director Agriculture  
&  
Manager (Procurement)  
RACP, JAIPUR

For and on behalf of the Supplier M/s M/s Disha Organic Science Tech Industries, Jaipur

Signed:

  
(Gajanand Agrawal)  
Proprietor

For Disha Organic Science-Tech Industries

  
Proprietor