

राजस्थान RAJASTHAN

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# **AGREEMENT**

This Services agreement ("Agreement") is made on this 6./10/2021 at JNVU, Jodhpur

# By and Between

Jai Narain Vyas University (JNVU) Jodhpur, Rajasthan (hereinafter called the University/Customer/JNVU, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) through its REGISTRAR of the FIRST PART

And

M/s Expedien eSolutions Limited, a company duly registered under the provisions of Company's Act 1956, having its corporate office at A-198, Sector-63, Noida-201301 (hereinafter called Contractor/Supplier/Expedien), which expression, shall, unless

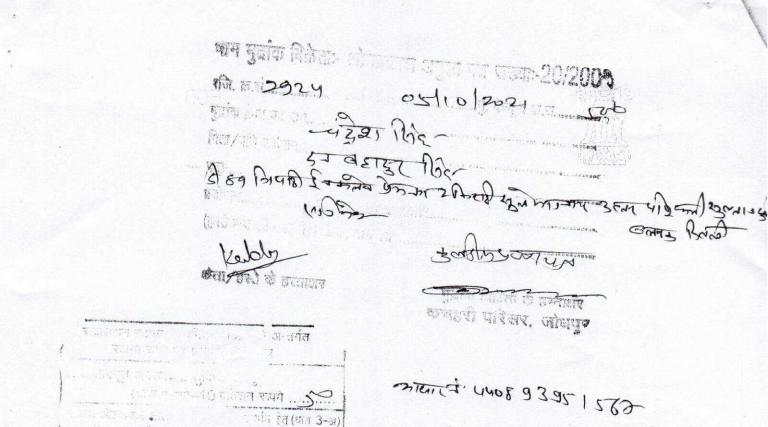
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REGISTRAR
Jai Narain Vyas University
JODHPUR (Paj.)

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ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
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Jai Narain Vyas University

JODHPUR (Raj.)

ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR

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repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives on behalf of Expedien, through its Manager, Mr. Chandresh Singh, authorised signatory of the SECOND PÁRTY.

The Parties hereto shall hereinafter be collectively referred to as Parties and individually as Party

#### WHEREAS:

- a. The First Party (University) had issued a tender notice No. JNVU/2021/REF/001 on 02/08/2021 inviting Request for Proposal (RFP) from competent entities for the purpose of Engagement of Technical Consultancy Firm for Maintenance, Support of University Management System and Software Solution for Jai Narain Vyas University, Jodhpur for the Academic Year 2021 to 2024.
- b. University, as per the tender terms and on the basis of recommendation of the committee constituted by the Hon'ble Vice Chancellor for Quality & Cost Based Selection (QCBS), awarded the Work Order for Maintenance, Support of University Management System and Software Solution for Jai Narain Vyas University, Jodhpur for the Academic Year 2021 to 2024 vide Letter No. JNVU/Aca/A/1012 Dated- 29/09/2021 to Party of the Second Part (M/s Expedien eSolutions Limited) and subsequently, both M/s Expedien eSolutions Limited and the Jai Narain Vyas University (hereinafter referred to as Parties) entered into an Agreement dated-.6:10.2021.
- c. Subsequently The Second Party (Expedien) has agreed to get implemented the Managed Service Model (MSM) to manage the Maintenance, Support of University Management System and Software Solution at the University for listed modules in the above referred work order.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties herein, agree as under:

Term: The present agreement shall be in effect for a period of 3 years for the academic
year 2021 to 2024 as per Purchase Order's terms & conditions vide ref. no.JNVU/Aca/A/1012 dated 29.09.2021 for the services of MSM model, however it will be

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extendable for further period on mutual basis and as per RTPP Act, 2012 & Rules, 2013 and according to GF & AR Rules of Govt. of Rajasthan, upon completion of three years of initial term of the agreement, after satisfactory performance. The service period will commence from dated-13/10/2021.

 Scope of work- The work to be executed in furtherance to the terms of present agreement shall be in accordance to scope of the work described in the tender document & Technical proposal submitted by Expedien and work order issued by the University vide ref. no.- JNVU/Aca/A/1012 dated 29.09.2021.

### 3. Payments Terms and Schedule

- i) MSM Services: The cost of Rs.240/- plus GST per student per examination w.e.f. 13/10/2021 onwards for three (3) academic years (up to 12/10/2024) will be paid for the actual number of students, who submitted the online fees with their forms to this University in that quarters. For the first year billing, the actual count of the student will be followed by the last count of the examination form filling. Whereas, actual number of students count shall be based on the student' successful examination form filling, the said count will be provided after examination form filling of each examination per year/ semester, if in case of higher count than previous year exam form filled by the students, difference in the billing will be claimed or adjusted with a separate bill/payment for the billing cycle of relevant contractual year.
- ii) Yearly cost of the services will be divided in 4 installments in an academic year and payable in four quarters for the actual number of students at the end of each quarter in following manner:

Duration of bill	To be paid in month of	Amount to be paid	
(1) July to September	October	Payment will be done in	
(2) October to December	January	quarterly manner	
(3) January to March	April	THE SECOND OF SECOND	
(4) April to June	July		

Invoice for the payment will be submitted to the University within 7 days to the end of each quarter. The University shall release the payment within 7 days after REGISTRAR submission of the bill. The payment shall be made through RTGS in favor of JODHPUR (Rej.) Expedien eSolutions Limited as per the details provided with the invoice.

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- iii) MSM services include following modules & software related work:
  - (a) Modules covered under University Management System:

S. No.	Description of Items and Services		
1.	IUMS Modules covered:		
	1. Pre-Admission		
	2. Admission & Academics		
	3. Student Fee Management		
	4. Self Service Portal for Student		
	5. Student Attendance Management		
	6. Hostel Management		
	7. Alumni Management		
	8. Examination & Result (Pre), E-Certificate Modules for		
	all types of certificates issuing online with online fees collection.		
	9. Examination & Result (Post), E-Certificate Modules		
	for all types of certificates issuing online with online fees collection.		
	10. Placement Management		
	11. Financial Accounting and Government Treasury System	١.	
	12. Budget Management		
	13. Recruitment Management		
	14. Employee Establishment Management, Digitalization of Service Record, E-pension module for Pension and	f	
	Family Pension, Employees attendance module.		
	15. Employee Self Service Portal		
	16. Leave Management		
	17. Pension Management		
	18. Stores & Purchase		
	19. EPF and Loan Application Online Service Module		
	20. RTI Cell Management		
	21. College Affiliation Management Module		
464	22. Guest House Management		
	23. Research and Projects (Development Section)		
	24. Research Management (Research Cell)		
	25. Students Identity Card with Laces (for campus students only)		

(b) Stationery, Hardware & AMC of existing Hardware items for UMS:

JAL NARAIN VYAS UNIVERSITY S. No. Description of Items and Services 1 All the stationary for the printing of roll list of Students, Tabulation Register, Enrolment Register, Mark Sheet, OMR Sheet COUNTER SIGNED and Award Sheets will be provided by the Expedien.

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- 2 Existing Hardware that is available already in the University's support's team for the UMS will be in the charge of Expedien for annual maintenance and expenditure for the AMC will be responsibility of Expedien.
- New hardware required for the soft working of the project will be responsibility of Expedien. University provided Computers, Printers, Scanners, Photocopiers and Photocopy papers will be managed by Expedien for UMS support team available in the University's campus.
- 4 Storage of all data in hard disk will be the responsibility of Expedien.
- However, the furniture, connectivity (Power, Power back up & Internet) and clean premises with air conditioning for working and sitting will be provided by the University.

### (c) Manpower, help desk & training:

S. No. Description of Items and Services

1	Manpower deployment: The employees with computer typing
	ability (Hindi & English) plus minimum RSCIT qualified &
	computer work experienced will be provided for following

S. No.	Office/Faculty Name	Number of Manpower	
1.	Examination Section	2	
2.	Secrecy Section	2	
3.	Accounts Section	3	
4.	Academic Section	2	
5.	KN College	1	
6.	Dean Science	1 2 2 3 1 1 1 1 2 3 1 1 1 1 1 1 1 1 1 1	
7.	Dean Arts	1 m 2 7	
8.	Dean Commerce	1	
9.	Dean Law	1	
10.	Dean Engineering	1	
11.	Help Desk Support*	2 (1994)	
12.	Online Cell with Supervisors	As per the requirement of works on the discretion of bidder so that the works assigned to be completed well in time.	ASSISTANT REGISTS

\*Help desk support:

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- 2 seater Help Desk Support at the University.
- 2. The help Desk should be functional on all working days as per University working hours.
- 3. The application should generate detailed reports on status of the complaints logged.
- 4. The Help Desk shall guide the university stakeholders as well as applicants on effective usage of the system.
- 5. A separate email address will be provided to helpdesk to support the student so that multiple options will be available to students to deal with their problems

#### 3. Training:

- Expedien must provide the on-demand training and online help pages for all the official users of the University.
- Expedien shall be responsible Train the Trainer in different user domains, whenever required.

# (d) Managed Support Services:

# S. No. Description of Items and Services Providing a help-desk for the resolution of queries and 1 troubleshooting in functional and technical areas. Dedicated Support Portal for issue management and Tracking. Feedback form. Fixing the issues identified in the proposed system. • Documentation of all the updates, upgrades and new releases. SLA Reporting and Management. Data Migration support Access with single sign-on. Supporting bio-metric and one integrated payment gateway. Capability for continuous improvement and up-gradation. Configurability through web-interface. Provision for decision support mechanism. Facilitate paperless working. Workflow based process approval and archival mechanism, which should be a rule based engine and not hard coded workflow.

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- Supporting digital signatures for selected high level functionaries.
- Comprehensive data and application security features.
- Adequate security provisions for preventing tampering of the software as well as data.
- · Archival of information and data.
- Report generation of all types of activities.
- Up-gradation in modules as required by the need of University
- SMS Alerts Facility for Students (20 SMS per annum per student)

### 4. Expedien's obligations:

- i) Customization shall be only the off-site activity however Expedien's onsite team will coordinate for the customization/upgrade activity as per approved University requirements with in a defined time period.
- ii) Expedien shall ensure for the system of having uninterrupted Power Supply for Servers at the Datacenter.
- iii) Expedien shall ensure Internet bandwidth for Servers at the Datacenter.
- iv) Expedien shall ensure deployment of adequate Technical manpower like Database Administrators, IT Engineers etc., at its hosting facility.

### 5. University Responsibility:

- University will ensure adequate power & power backup arrangements for flawless operations to UMS support team deployed in the University's campus.
- University provide fully dedicated Internet lease lines of at least 100 Mbps and Virus free LAN connectivity within the campus for the MSM team.
- University shall provide exclusive space at University campus with all basic fittings and fixtures, and proper seating arrangement for Handholding & Support Staff.
- iv) University shall provide dedicated Phone lines for Help Desk support.
- University shall provide University domain/functional experts whenever required for the System Integration.
- vi) University shall designate a Project Manager/Co-coordinator/Nodal Officer who shall act as one point of contact for all purposes of the project under

ACADEMIC Ethic agreement, including those connected, consequential or incidental and TEER STONE IARAIN VYAS UNIVERSITY ASSISTANT REGISTRAR

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- for all coordination for and on behalf of University as the main and direct interface between University and Expedien.
- vii) University shall provide specific and detailed information concerning the University workflow, procedures and transaction volumes as they relate to use of the UMS.
- viii) University shall arrange computer, Projector, whiteboard etc. for providing training to users of the University.
- ix) University shall be responsible to examine all the data through the designated University's authorized personal/departments before publishing it.
- x) .University will ensure timely payments, within 7 days, to Expedien upon submission of bill as per the agreement terms.
- xi) University shall provide the suitable accommodation on the rates payable by University's officials, either in the Guest House or University's quarters, to the Expedien's personal during their stay in the University for the entire contractual period.
- Taxes and Duties: GST at actual, as applicable on the date of invoice, shall be charged extra at the time of billing.
- 7. **Project Communication:** All the Project communication will happen preferably through a project mail-id or alternatively at project phone number, which will be with the Expedien's Project Manager.
- 8. In case it is required to escalate any matter for the resolution, GM-Sales will be first level of escalation and VP-Operations will be final level of escalation. Escalation matrix including the email IDs & contact numbers will be provided as the part of Project Initiation Document (PID).
- Project Monitoring: There shall be a project monitoring committee to be constituted
  jointly by Expedien, and University to ensure expeditious delivery of the project/
  solution components and for removal of bottlenecks in the execution of the project.
- 10.**Performance Bank Guarantee**: Expedien eSolutions Ltd. will furnish performance bank guarantee of value to the 2.5% of the annual contract value (*i.e. estimated PBG value Rs.10,00,000/-*). It will be renewed annually for three years till the contract

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- 11. Force Majeure: Expedien shall not be liable for any delay in performing its obligation here under if and to the extent that such delay is the result of an event of force majeure which mean and includes wars, insurrections, earthquakes, eclipses, sun outages, fire, flood, epidemics, trade embargoes, strikes, act of GOD, or mall function due to electromagnetic space storm, Internet/Network failure, and such other acts or events beyond the control of Expedien's legal and constitutional framework.
- 12. Non-Waiver: No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the signatory of this agreement/authorized/designated University officer, to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.
- 13. **Notice:** Any notice, request, demand, approval, consent or other communication provided or permitted hereunder will be in writing and given by personal delivery or sent by registered mail or Fax, and/or email to the party for which it is intended at its address as follows:

For Expedien: VP-Operations

A-198, Sector-63, Noida-201301

E-mail: pawasthi@expediens.com, vpo@expediens.com

For University: The REGISTRAR,

JNVU, Jodhpur

E-mail: <u>invuregistrar1962@gmail.com</u>

- 14.Amendments to agreement: No amendment to this agreement shall be effective unless it is in writing, mutually agreed upon and signed by duly authorized representatives of the Parties.
- 15.Entire Agreement: Each party acknowledges that this Agreement sets forth the entire understanding of the Parties and supersedes any prior agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or

shall constitute, a waiver of any other provision, whether or not similar, nor shall any

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REGISTRAR Jai Narain Vyas University JODHPUR (Rai.) 16. Confidentiality: Each of the Parties hereto acknowledges that the other may have access to information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of the other party, its affiliates, or third parties to whom that party owes a duty of confidence ("Confidential Information").

In receiving any Confidential Information, each of us (the "Receiving Party") shall keep any such Confidential Information received from or belonging to the other or its affiliates (the "Disclosing Party") secret and shall not:

- disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party. The foregoing obligations do not apply to any Confidential Information to the extent that:
- i) It is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or
- ii) It can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.
- iii) In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited).

## 17.Liability and Indemnification:

i) Neither of the parties will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of this agreement, including, but not limited to, those for business interruption or loss of profits, even if one of them has been advised of the possibility of these type of eSoluti.

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- ii) However, the limitations described above in this section do not apply to either party's indemnification obligations, as well as any losses caused by fraud, bad faith, gross negligence, willful misconduct or either party's breach of its confidentiality obligations.
- iii) Parties hereto agree to defend, indemnify and hold harmless other party's directors, officers, employees and agents (each referred to as an Indemnified Party) from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees (collectively referred to as Losses), so long as these Losses (or actions regarding the Losses) are based on, arise out of, or are related to:
  - breach of any of its representations, warranties or covenants in this Agreement;
  - any act or omission by either party that constitutes fraud, bad faith, gross negligence or willful misconduct; or
  - Any injury or damage caused by either party to employees or property of other party during the performance of their obligations under this Agreement.
- iv) The indemnified party agrees to promptly notify the indemnifying party of any indemnifying claim. However, if the indemnified party fails to promptly notify the indemnifying party, it will not relieve the indemnifying party of its indemnification obligations under this Agreement unless the indemnifying party has been materially damaged by the delay. The indemnifying party will also be provided with an opportunity to defend or negotiate a settlement of any claim and agrees to cooperate to the extent reasonable with the indemnifying party, at the indemnified party's expense, in defending or settling the claim. The indemnified party reserves the right, at its own expense, to participate in the defense of any matter subject to indemnification by the indemnified party.
- v) Settlement Without the indemnified party's written consent, the indemnifying party agrees not to settle any claim if the settlement (i) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the settlement.

the indemnified party; (ii) involves the incurrence of any costs or expenses on the

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part of the indemnified party; or (iii) imposes any obligation upon the indemnified party.

18. Termination – This Agreement can be terminated in the following circumstances:

- i) If either of the Party materially breaches any of representations, warranties, covenants or agreements in this Agreement or otherwise fails to perform any of material obligations in this Agreement or, the other party can send a written notice advising of the breach or failure and providing a Seven business day period for the breach or failure to be cured. If the breach or failure hasn't been cured within this Seven business day period, the non-breaching party can immediately terminate this Agreement.
- ii) Either of the Party may terminate this Agreement immediately upon written notice to the other if the other party becomes or is declared bankrupt or insolvent; is the subject of any proceedings related to liquidation, insolvency, the appointment of a receiver or similar person, or makes an assignment for the benefit of all or substantially all of its creditors. Either party may also immediately terminate this Agreement upon written notice to other party if it commits any act, or is alleged to have committed any act, that aggrieved party reasonably believe could make a continued relationship between the Parties harmful to their reputation or goodwill.
- iii) In the event of termination of this Agreement on grounds other than proven delays and unsatisfactory performance from the part of Expedien, the University shall pay Expedien for all services rendered and reasonable expenses incurred through the date of termination;
- iv) All other rights and obligations of each of Parties in this Agreement will terminate, except rights and obligations of Parties which are intended to survive the Agreement termination or expiration will survive.
- 19. Governing Law: If any dispute is not resolved amicably in between the parties, the matter shall be referred to an independent arbitrator appointed in terms of the provisions of Arbitration and Reconciliation Act 1996. The arbitration shall also be conducted in terms of above mentioned Act. The jurisdiction to resolve the dispute would be at Jodhpur (Rajasthan) and no other places.

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#### 20.NON SOLICITATION:

- i) During the term of this Agreement and for a period of Five Years after the expiration of this agreement or the termination of this agreement neither Party shall solicit or hire the other Party's employees or any of their service provider's employees without the express and written consent of such other Party.
- ii) For the purposes of this clause and notwithstanding any other provision of this Agreement the Party shall mean and include any legal entities being subsidiaries, affiliates or associated companies, partnership firms or firm, society, trust etc. in which such Party has any substantial association or equity or control.

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be executed through their respective authorized representative on the.

Signed for and on behalf of Jai Narain	Signed on behalf of Expedien eSolutions
Vyas University, Jodhpur (Customer)	Ltd., (Supplier)
Signature	Signature
Name: Gonati Shaena Rogistrar	Name: CHANDRESH SINGH
Designation: Registrar Marain Vyas University Jodhpur	Designation: Manager  Expection e Solutions (4).  Address A-198, Sentor-63,
Place John Pur	Place Noicla -201301
In the presence of (witness)	1 2 6 6 6 6 6 7 1 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
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	Jai Narain Wyas University JODHPUR (Rai.)
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# JAI NARAIN VYAS UNIVERSITY, JODHPUR (ACADEMIC SECTION)

No.JNVU/Aca/A//0/2\_

Dated: 29.09.2021

Expedien eSolution Ltd. A-198, Sector 63, Noida 201301, Uttar Pradesh

Sub: Regarding work order for the academic session 2021 to 2024 and submission

Dear Sirs.

On the basis of the recommendation of the Committee constituted by the Hon'ble 'Vice Chancellor for Engagement of Technical Consultancy firm for maintenance, support of University Management System and Software solution for the Academic Session 2021-2024 Quality and Cost Based Selection (QCBS) your firm has fulfilled the tender bid conditions (Technically and Finance), therefore, we are placing an order to your firm to undertake the following works at the negotiated rate @ Rs. 240/- plus GST per student per examination w.e.f. 13.10.2021:-

A. Modules and Software Related Work:

- 1. Pre-Admission
- 2. Admission & Academics
- 3. Student Fee Management
- 4. Self Service Portal for Student
- 5. Student/Staff Attendance Management
- 6. Hostel Management
- 7. Alumni Management
- 8. Examination & Result (Pre), E-Certificate Modules for all types of certificates issuing online with online fees collection.
- 9. Examination & Result (Post), E-Certificate Modules for all types of certificates issuing online with online fees collection.
- 10. Placement Management
- 11. Financial Accounting and Government Treasury System.
- 12. Budget Management
  - 13. Recruitment Management

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- 14. Employee Establishment Management, Digitalization of Service Record, E-pension module for Pension and Family Pension, Employees attendance module.
- 15. Employee Self Service Portal
- 16. Leave Management
- 17. Pension Management
- 18. Stores & Purchase

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- 19. EPF and Loan Application Online Service Module
- 20. RTI Cell Management
- 21. College Affiliation Management Module
- 22. Guest House Management
- 23. Research and Projects (Development Section)
- 24. Research Management (Research Cell)
- 25. Students Identity Card with Laces
- B. Manpower Deployment 20 Employees with computer typing ability(Hindi & English) + Minimum RSCIT Qualified and Computer Work Experienced.
- C. Stationary, AMC and Other work mentioned in Tender Document.
- D. All the Scope of Work mentioned in Tender No JNVU/2021/REF/001 dated 02-8-2021, any other work demanded due to new situation.

You are solicited to present in the Office of the undersigned with the duly typed agreement on the Non judicial Stamp for Rs. 1000/- & Performance Bank Guarantee/Demand Draft 5% of total value of the contract within 15 days. The payment and other terms & conditions will remain same as per the agreement.

(GOMATI SHARMA) REGISTRAR

ASSISTANT REGISTRAR
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