



राजस्थान कृषि महाविद्यालय, उदयपुर

(महाराणा प्रताप कृषि एवं प्रौद्योगिकी विश्वविद्यालय, उदयपुर)

RAJASTHAN COLLEGE OF AGRICULTURE

MAHARANA PRATAP UNIVERSITY OF AGRICULTURE & TECHNOLOGY

GURU GOVIND SINGH MARG, UDAIPUR 313 001



Dr. S.S. Sharma
Dean, RCA

No.RCA/Acctts/2023/2530

Dated 07.07.2023

EXPRESSION OF INTEREST

One of the leading laboratories set up in the Department of Molecular Biology & Biotechnology and Department of Soil Science & Agril. Chemistry, RCA, MPUAT, Udaipur having production of Liquid and Soil Biofertilizer for use in Agriculture. We are lending the entire set up on the term and conditions as follows:

- The equipments and lab area used by the bidder shall have to pay the power charges and they will maintain all the equipments at their own.
- Quality check will be inspected by the dealing Scientist and the label of MPUAT will be essentially on the product.
- The percentage of total sale in a financial year will be the basis to calculate the MPUAT share 25% to be deposited in Revolving Fund.
- Account details of Revolving Fund Biofertilizer-Incharge, Department of Soil Science and Agricultural Chemistry, RCA, Udaipur. Account holder : Incharge, Biofertilizer and Account Number : 693901144259 IFSC Code :

Further, for detailed terms & conditions you may visit the website www.rcaudaipur.in/www.mpuat.ac.in

Dean, RCA

**Department of Soil Science and Agricultural Chemistry and Department of Molecular Biology
and Biotechnology, Rajasthan College of Agriculture, MPUAT, Udaipur**

In reference of RCA/SC/2023/1071 dated 03.05.2023, the meeting of the committee members was held on 30.05.2023 in the Chairmanship of Dr. S.C. Meena, HOD, Department of Soil Science and Agricultural Chemistry, RCA at 11.0 AM. The following discussions and decisions were finalized in the meeting.


1. The meetings were started with the present production status of both liquid and carrier-based bio-fertilizers which was as follows. Running under the RF scheme of operated under Department of Soil Science and Agricultural Chemistry, RCA.

Year	Total sale (Rs.)		Total (Rs.) for both Units
	Carrier based Biofertilizers	Liquid Biofertilizers	
2020-21	118475.00	300275.00	418750
2021-22	135375.00	333070.00	468445
2022-23	88290.00	63975.00	152265


2. The committee also discussed the following advantages for the lease out the bio-fertilizer production unit includes.
 - A. Dissemination of the Bio-fertilizer technology more effectively in state through student start-up.
 - B. The student start-up activity will also helpful in visibility of University Research as well as also help in increasing the entrepreneurship and Ranking of the University at National level.
 - C. The student start-up will motivate other students to opt business modules and will also guide the present students.
 - D. The production and selling of Bio-fertilizers will be increased with the start-up which will directly benefit to the University revenue and help in coping up shortage of technical staff.
3. Based on the present production and selling, the detailed term and conditions has been decided by the committee members in order to lease out the facility Ms. Suman Sanadhya, Spring Scientific, Udaipur.
4. Upon Agreement with the term and conditions, the MoU may be signed with Dean, RCA and Spring Scientific in order to lease out the biofertilizer production facility.

Submitted for necessary action


Dr. Devendra Jain


Dr. Vinod Saharan


Dr. R. H. Meena


Dr. S. C. Meena


Terms and conditions for Expression of Interest to lease the Biofertilizers Production Labs at Department of Soil Science and MBBT to Ms. Suman Sanadhya, Spring Scientific, Udaipur

1. The provisional lease shall be for a period of 3 years subjected to periodical evaluation by LESSOR. The date of commencement of agreement will depend upon the availability of Bio-fertilizers production Lab to be intimated by the Head of the Department of **Soil Science and Agricultural Chemistry, RCA, MPUAT, Udaipur** to the LESSEE. After 3 years, the lease can be extended on mutually agreed basis by getting a written request from the LESSEE.
2. The lease is strictly for pilot scale production purpose to accommodate the occupier of the LESSEE. The lease is according to the English Calendar Month. The LESSEE will obtain the licence for the University facility for commercial production of Biofertilizer whereas the fee will be borne by Lesser.
3. Access to committee room/conference hall/seminar room will be provided to the LESSEE on payment basis. Charges of per day will be levied for the usage for the same as per the terms and conditions of the Department/College/University.
4. The LESSEE will also train the students of this university and trainees/interns regarding skill development of entrepreneurship on biofertilizers production laboratory.
5. The LESSEE will also contribute the share @ 20% profit from the total net profit earned from the sale of the biofertilizers produced in the facility from the first year. The profit share will be increased by 10% of the last year profit every year (i.e. 22% and 24.2% etc.) depend upon the sale.
6. The LESSEE has to pay the Electricity charges according to the sub meter reading through Demand draft in the name of Dean, RCA. The sub-meter for the electricity will installed by the LESSOR.
7. The LESSEE shall submit bank guarantee of 10% from the previous year sale as security deposit for each year period of tenancy.
8. The produce of the lab shall be sold with the trademark of the University and quality control of the produce will be ensured by the Department of Soil Science and Agricultural Chemistry and Department of Molecular Biology and Biotechnology, RCA MPUAT.
9. The LESSOR has the right to reject the whole lot, if found substandard as per FCO, 1985.
10. The LESSEE will use its own communication facilities and the LESSOR will not provide such facilities.
11. That the LESSOR shall have full control over the supervision and management in respect of the said space and the LESSEE shall not, in any way, interfere with the LESSOR's right of maintenance.
12. It is further agreed that the faculty and students of the RCA, MPUAT will also do their research work and entrepreneurial activity in the biofertilizers production laboratory and LESSEE will have no objections.
13. Recurring costs (Chemicals and plastic wares like vials) is to be borne by the LESSEE.
14. The LESSEE should keep the rented property, glassware and instruments in good and tenantable condition, as any prudent person would do with his/her property.
15. The LESSEE shall not use the rented property for any purpose other than for which it was let nor shall sub-let or sub-lease the portion let to him to any third party.
16. The LESSEE shall provide the details of their employees in the office of the rented Department.
17. The LESSOR will not be responsible for any kind of damage caused to any assets (including manpower) or belongings of LESSEE during the agreement period.
18. The LESSEE covenants to keep the premises in good condition during the tenancy and also not to make any permanent additions or alteration of the same.
19. That, in case of damage caused by the LESSEE to the SAID PROPERTY during the period of use, LESSEE shall be held responsible for such damages and replace such damaged items.
20. The LESSEE shall fairly handle the fittings and fixtures in the premises and maintain the same properly.
21. That the LESSEE shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PROPERTY.
22. That the LESSEE shall not keep or store any illegal inflammable article or explosives that endanger life and property.

23. Either the LESSOR or the LESSEE may terminate the lease agreement by giving written notice of one month in advance.
24. That the said lease shall stand automatically terminated in case the LESSEE fails to comply with any of the stipulated terms and conditions of this agreement.
25. After the expiry of the lease period the LESSEE shall handover the leased property as on occupation period.
26. It has been agreed by the LESSEE that any litigation from the clients including beneficiaries, the LESSEE will be responsible to deal with the litigation and any type of penalty. Further, if any client of the LESSEE makes the LESSOR a respondent, then all the expenditure including Lawyer's Fee, T.A./D.A. of the Lawyer and the Scientist, etc. will be borne by the LESSEE.
27. In case of any dispute between RCA and the Spring Scientific, the matter will be solved through arbitrator with the jurisdiction at Udaipur. It was further agreed that the DEAN, RCA or any other Officer nominated by the DEAB, RCA shall be the arbitrator for this purpose.
28. Dean, RCA shall be at liberty to cancel the license if the company fails to abide the terms & conditions of the MoU and medium of arbitration proceedings will be in English.
29. Each of the signatories below represents and warrants that he or she is authorized to execute this agreement on behalf of the party for whom he or she signs, that no further authority or execution by any other person for such party is necessary.
30. This agreement is executed in duplicate with each copy being an official version and having equal legal validity.

Submitted for necessary action


Dr. Devendra Jain


Dr. Vinod Saharan


Dr. R. H. Meena


Dr. S. C. Meena

Memorandum of Understanding

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this XX-XX-XXXX.

BETWEEN

Maharana Pratap University of Agriculture and Technology, Udaipur (hereinafter referred to as "**First Party**") which expression shall mean and include its legal heirs, administrators and permitted assigns)

AND

Spring Scientific having its registered office at Udaipur (hereinafter referred to as "**Second Party**") which expression shall mean and include its legal heirs, administrators and permitted assigns),

(Referred to herein as "Parties" or individually as "Party")

WHEREAS

- i. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- ii. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- iii. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

(1) PROJECT AND PURPOSE

(a) The Parties intend to investigate the prospect of working together and/ or to work together, on a project which will be referred to as ('the Project').

1. The Project has the following purpose:
2. Subject to the terms agreed in this contract, First Party shall be referred as incubation centre for Second Party to manufacture and supply Biofertilizers using existing lab facility provided by incubation centre.
3. Second Party or Start-up shall manufacture the products under close supervision of and directions by First Party or Incubation Centre under designated person for any technical guidance and knowledge sharing.
4. First Party shall therefore provide instructions as regards to the manufacturing process, the technical details as and when needed.
5. Second party shall supply and handle complete marketing of the Goods produced through complete branding and marketing channel.
6. Second party shall provide stated remuneration in terms of Percentage (%) of profit sharing on quarterly basis, 15% of net profit gained in first year, 20% of net profit gained in subsequent years.
7. Second party shall bear the operational expenses like energy consumption, raw material consumption.
8. The initial term of this Agreement shall come into effect on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in full force and effect for a period of 5 years (the "Initial Term").
9. Provided Second Party shall have complied with all the terms and conditions hereof, this Agreement shall be automatically renewed at the end of the Initial Term or any Renewal Term on the same terms and conditions as set forth herein for successive periods of 1 year.

(3) CHANGES TO MEMORANDUM

- (a) This Memorandum may be amended at any time by agreement between the Parties
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill to develop the Parties relationships with one another and to pursue the Purpose.

(5) ROLES OF PARTIES

- (a) Spring Scientific (The Start-up) will utilize lab facilities and existing lab equipment for manufacturing and marketing of Biofertilizer range and in return will provide financial remuneration as per terms stated above.
- (b) Rajasthan College of Agriculture (The Incubation Centre) will provide lab facilities and existing lab equipment along with technical guidance to Spring Scientific.

(7) EXCLUSIVITY

- (a) Each Party (which, for the purpose of this clause is referred to as the "Representing Party") hereby represents to the other Party that:

(1) Upon the signing of this Memorandum, the Representing Party will terminate any discussions or negotiations with any party other than a Party to this Memorandum ("Third Party"), which relate to the Purpose or to the Project ("Third Party Discussions"), in which the Representing Party, or any employee, agent, advisor, contractor or other representatives of the Representing Party, may be engaged.

(I) While this Memorandum is in effect, the Representing Party will not, directly, or indirectly:

- (A) Engage in any Third-Party Discussions; or
- (B) Invite, encourage, seek, or otherwise solicit any Third Party to engage in Third-Party Discussions; or
- (C) Respond to any invitation or solicitation from any Third Party in relation to any Third-Party Discussions (except to explicitly reject such invitation or solicitation); or
- (D) Enter into any agreement, memorandum of understanding, heads of agreement, letter of intent, or other arrangements with any Third-Party in relation to any Third-Party Discussions (whether legally binding or non-binding).

(8) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum

(9) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

(10) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright, or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

(11) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(12) DISPUTE RESOLUTION

(a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply.

(13) GOVERNING LAW

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS 01-09-2022