



SGT UNIVERSITY

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY
(UGC & AICTE Approved) Gurugram, Delhi-NCR

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MEMORANDUM OF UNDERSTANDING

FOR SUPPLY OF DIESEL/PETROL

This Memorandum of Understanding is entered into on 1st day of January 2021 by and between:

M/s SGT University (SGT Medical College, Hospital & Research Institute) situated at Chandu-Budhera, Gurugram-Badli Road, Gurugram, Haryana, through its Registrar (hereinafter referred to as "**VENDEE**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its transferees and assigns).

AND

Jai Maa Santoshi Filling Station situated at Gurgaon Pataudi Road, State Highway No. 26, Village Harsaru, Gurugram through its authorized representative Mr. Anil Raghav (hereinafter called the "**VENDOR**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors and assigns

The VENDOR and the VENDEE shall be collectively referred to as "parties".

WHEREAS the Vendor is providing services related to supply of diesel and petrol.

WHEREAS, the VENDEE requires supply of diesel/petrol for its day to day needs.

AND WHEREAS, the VENDOR is willing to supply diesel/petrol to the VENDEE on the terms and conditions envisaged in this Memorandum of Understanding (hereinafter referred to as "**MOU**").

NOW THEREFORE this MOU witnesses and in consideration of the premises and goodwill, it is mutually agreed and declared by and between the parties as under:

1. SCOPE OF SERVICES:

- a) The VENDOR shall supply diesel/petrol to the VENDEE at the hereinafter designated point of delivery.
- b) The VENDOR shall supply diesel/petrol at the SGT Campus near DG Area.
- c) Diesel/Petrol would be supplied by the VENDOR at the rate prevailing on the date of supply. It is agreed between the parties that the rate of petrol/diesel is subject to change on daily basis as per the market schedule. The VENDOR further agrees to give a discount of Rs 0.90 paise per litre on the rate prevailing on the date of supply.



d) Diesel/Petrol shall be supplied by the VENDOR within two hours of placing the order by the VENDEE

2. CONSIDERATION:

The payment towards the supply of diesel/petrol shall be payable by the VENDEE subject to receipt of the invoice from the VENDOR. Vendor shall raise invoices on the VENDEE for all amounts due and payment for the invoice shall be made by the VENDEE within ten (10) days of the date of the Vendor's invoice.

3. GOVERNMENTAL LAWS AND REGULATIONS:

This MOU shall be governed and construed in accordance with the substantive laws of Republic of India, and laws, rules and regulations of any governmental entity having authority howsoever.

4. INTERRUPTION OF SERVICES:

The VENDOR assures to make alternative arrangements in case of interruption of services due to any reason.

5. TERM AND TERMINATION OF MOU:

It is hereby agreed that this MOU shall be valid for a period of one (1) year from the date of execution of this MOU unless terminated as specified below. The term of this MOU may be extended by such further period as may be mutually agreed upon by the Parties in writing.

This MOU may be terminated as follows:

- a) By either Party upon giving a thirty (30) days written notice to other party.
- b) By the VENDEE, in event any material breach of any provision of this MOU is committed by the VENDOR or the VENDOR is unable to meet the requirements of the VENDEE

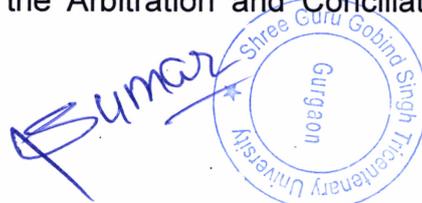
6. ASSIGNABILITY.

The scope of work under this agreement may not be assigned to the third party without the expressed written consent of the VENDOR.

7. DISPUTE RESOLUTION:

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this MOU, the parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act,





1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be solely appointed by the VENDEE) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

8. INDEPENDENT CONTRACTORS:

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

9. NO THIRD PARTY BENEFICIARIES:

Nothing in this MOU shall be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this MOU or any provision hereof, except as expressly provided herein

10. JURISDICTION:

Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurugram.

For and on behalf of
**SGT Medical College Hospital & Research Centre
Filling Station**



For Registrar

For and on behalf of
Jai Maa Santoshi

M/s Jai Maa Santoshi Filling Station

(Anil Raghav)