



## AGREEMENT

This Agreement is made on 01<sup>st</sup> May 2022 between M/s. SGT UNIVERSITY, (SGT Medical College, Hospital and Research Institute), situated at Chandu Budhera, Gurgaon Badli Road Gurgaon, Haryana (here in after referred to as "the University"), represented by Registrar, its Authorized Signatory which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, heirs, legal representatives, administrators and permitted assigns of the "First Part";

and M/s. Bhasin & Company through its proprietor Mr. Jitendra Bhasin having office at A-332, 333, New Subzi Mandi, Azadpur, Delhi - 110033 (herein after referred to as "the Supplier") which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns of the "Second Part".

Each of the University and the Supplier, are sometimes referred to in this Agreement individually as a "Party" and together as the "Parties".

### **WHEREAS:**

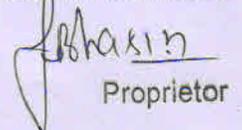
1. The University is established under the provisions of Haryana Private University Act and is running its Mess at faculty situated at the University's premises.
2. The Supplier is engaged in the business of providing Fruits & Vegetables (hereinafter referred as to "the products"), and has approached the University for supplying the products.
3. This Agreement shall be deemed to have come into force, for all intents and Purposes on the Effective Date i.e. 01.05.2022.

**NOW THEREFORE**, in consideration of the supplier to supply Vegetables & Fruits in accordance with the requirements of the university herein the parties hereby agree and covenant as follows:

### **TERMS AND CONDITIONS**

1. **Price.** Final Quoted prices are as per Annexure Attached for the Products is exclusive of all sales, excise and other taxes, and inclusive of freight, transportation and insurance costs. Prices are effective from 01.05.2022 and valid till 31.10.2022, the quality and timely delivery, etc. to be reviewed on a monthly basis. These prices shall be extended to 30.04.2023 subject to satisfactory performance in the preceding months.

For BHASIN & COMPANY

  
Proprietor

  
Registrar  
SGT University  
Budhera, Gurugram

2. **Payment Terms.** The supplier shall raise its invoice on fortnightly basis for the supply of the products to the University and which shall be paid by the University within 30 days after the date of receipt of such invoice.
3. **Delivery.** Time being the essence of this Agreement, therefore Delivery should be made strictly on time given by MESS team of the University. The supplier shall be fully responsible for delivery of the products in good condition at the specified site. Failure to supply the products within the time line will attract penalty of 5% of total invoice amount of that month, and which will be deducted by the University from the said Invoice at the time of its payment by the University to the Supplier.
4. **Quality.** Quality of all Fruits & Vegetables should be as per standard specified to Supplier. If, on inspection, any compromise in the quality is found, 10% penalty would be levied on the total amount of bill of that particular supply. Laboratory testing of the products supplied by the Supplier shall be done periodically by the University and if the products supplied by the Supplier on the day of testing fails the test or found to be of sub-standard quality, the University shall reject the entire supply and a 100% penalty shall be levied on the invoice for that particular day, along with the strict action against the Supplier.
5. **Risk Purchase Clause.** If the supplier failed to supply the items as per required specification/quality/quantity as laid down or short deliver, the SGT University reserve the right to purchase the said item from open market. If any item/s are short delivered or not delivered consecutively for 2 days, the vendor shall be charged the difference in rates charged in the open market vis-à-vis the vendor rates, for the quantities procured / ordered
- If the material/s of the supplier gets rejected during the receiving process of the material/s due to non-conformities to require specification/quality/quantity and the supplier fails to deliver within 2-3 hours from the time of rejection, then SGT University reserves the right to purchase the said item from open market and differential cost of the risk and cost (including conveyance expenses incurred thereof) will be debited to the Supplier.
6. **Cancellations and Change Orders.** Accepted orders can be cancelled or changed any time by the University, if the University finds any violation of terms and conditions regarding the quality and supplies of the products.
7. **Inspection and Rejection.** All products shall be examined by the University or its MESS Committee at the time of their delivery. If the products are found to be damaged at the time of delivery or do not conform to the agreed specifications and quality standards, the amount for the said products will be immediately deducted from the said Invoice.
8. **Termination.** Each order issued by the University in connection with the Supplier's quotation is subject to acceptance by the University only. If the supplier defaults in the supplies and quality standards or commits any other breach of any of the terms or conditions herein which is considered unsatisfactory, the University may, without prejudice to any other rights which may have accrued or which may accrue to it, whether under contract or at law or equity, refuse to accept any supply and may terminate any order immediately. University reserves the right to terminate this contract at any time without assigning any reason thereof by giving a two week's written notice to the Supplier.

Registrar  
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Bhasin  
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9 **Supply.** If the supplier shall in manner neglect or fail to carry on the supply or performance of the terms of the present contract with due diligence or violates any of the terms of this contract, the University shall be entitled to cancel the contract and demand damages.

10 **Contract.** All documents must be signed individually by the authorized signatories of the parties to the present contract on all copies. All correspondence must have reference to this contract should be directed at the above address / mail only, stated in the present contract. All statutory govt. requirements, regulations and levies shall be born and adhered by the supplier.

11. **Indemnity clause:** In the event of the supplier's failure to perform its obligation under the work order, the Supplier shall indemnify the University for the expenses incurred in getting the supplies from other vendors. The Supplier shall be solely liable for and shall indemnify the University against any loss, claim or proceeding whatsoever, arising out of any statutory regulations, legislation or at common law in respect of injury to or death of any person or animal resulting from application of pesticides by the supplier, its agents, employees, servants or workers whether or not due to negligence.

12. **Dispute Resolution:** In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this Agreement, 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, to the sole Arbitrator, who shall be appointed by the University. The decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon the University and the Supplier. The seat of Arbitration shall be at Delhi and 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.

13. **Jurisdiction:** Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement will be subject to the jurisdiction of Delhi

For SGT UNIVERSITY

(Registrar)

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SGT University  
Budhera, Gurugram

For Bhasin & Company

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BHASIN  
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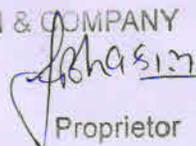
(Proprietor)

**Annexure A**

**Prices of Fruits & vegetables**

S.No	Particular	UOM	Bhasin & company Jitender Ji @ 9810050996
			Rate
1	TOMATO (Hybrid)	KG	34
2	ONION	KG	34
3	CUCUMBER	KG	25
4	POTATO	KG	25
5	CAULIFLOWER	KG	65
6	LEMON	KG	80
7	CAPSICUM	KG	50
8	PUMPKIN RAW/ SWEET PUMPKIN	KG	22
9	LADYFINGER	KG	34
10	MUSHROOM	KG	140
11	KARELA	KG	34
12	GHIYA	KG	22
13	ARBI	KG	35
14	BEANS	KG	50
15	CABBAGE	KG	24
16	GINGER	KG	80
17	CARROT	KG	38
18	GARLIC PEELED/WHOLE	KG	100
19	Coriander Fresh	KG	65
20	BRINJAL	KG	26
21	GREEN CHILI	KG	55
22	JACKFRUIT	KG	45
23	ZIMIKAND	KG	42
24	TINDA	KG	34
25	BANANA	Dzn	48
26	POMEGRANATE	KG	130
27	SPINACH	KG	24
28	MANGO (ALL VARIETY)	KG	75
29	LETTUCE GREEN	KG	120
30	LETTUCE ICE BURG	KG	125
31	PARSLEY	KG	145
32	PINEAPPLE	KG	60

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33	CHEEKU	KG	60
34	CURRY LEAVES	KG	26
35	GRAPES	KG	120
36	PARWAL	KG	38
37	MINT LEAVES	KG	55
38	WATER MELON	KG	30
39	KUNDRU	KG	38
40	TORI	KG	34
41	PAPAYA	KG	38
42	COCONUT	Nos	32
43	DRUMSTICK	KG	70
44	CELERY	KG	120
45	CAPSICUM RED	KG	135
46	ZUCCHINI YELLOW	KG	100
47	ZUCCHINI GREEN	KG	85
48	CAPSICUM YELLOW	KG	135
49	BEETROOT	KG	24
50	BROCOLLI	KG	140
51	RADHISH	KG	24
52	BATHUA SAAG	KG	40
53	SARSO KA SAAG	KG	28
54	METHI GREEN	KG	28
55	APPLE KINNAUR	KG	155
56	FRESH STRAWBERRY	KG	260
57	TURNIP	KG	28
58	BANANA RAW	KG	28
59	PAPAYA RAW	KG	30
60	SEMFALI	KG	40
61	SNAKEGAURD	KG	38
62	GANTH GOBHI	KG	35
63	BRINJAL SMALL	KG	30
64	BRINJAL LONG	KG	30
65	KATHAL PEELED	KG	52

For BHASIN & COMPANY  
  
Proprietor

-----End of Annexure-----

  
Registrar  
SGT University  
Budhera, Gurugram