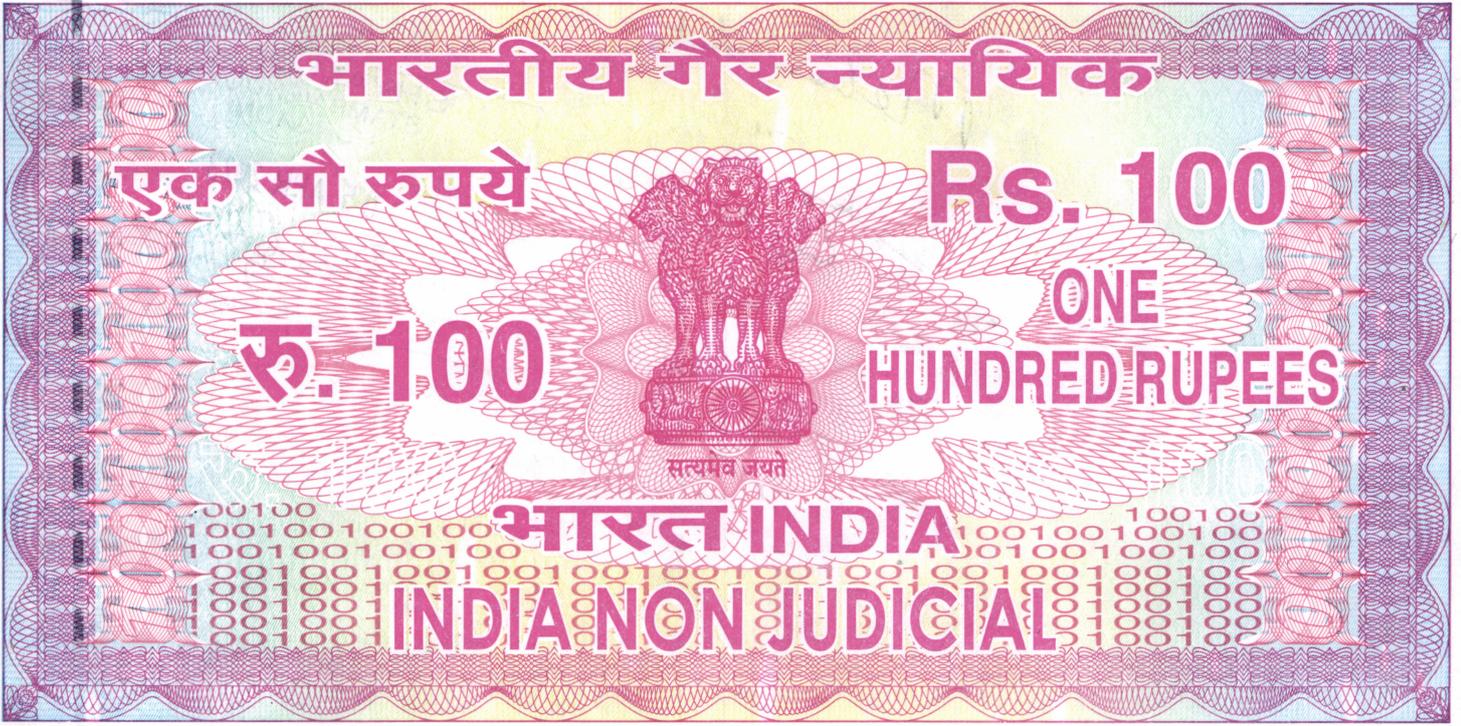


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हरियाणा HARYANA

V 914044

AGREEMENT

This Agreement is made on 1th of April 2023 between **M/s. SGT UNIVERSITY, (SGT Medical College, Hospital and Research Institute)**, through its Registrar situated at **Chandu Budhera, Gurgaon Badli Road Gurgaon, Haryana** (here in after referred to as "the University"), 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

and **M/s. Mahadev Indane** through its proprietor **Mr. Aditya Raghav** having office at **Main Pataudi Road near Police Chauki, Near Gandhi Nagar, Sector- 10 A Gurgaon -122001** (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".


Registrar
SGT University
Budhera, Gurugram

Mehardev Indray



SHYAM DASS
STAMP VENDOR
GURGAON

05 APR 2023

Sr. No. 2750
Purpose
Signature

Registrar
SGT University
Gurgaon, Haryana

WHEREAS:

1. The University is established under the provisions of Haryana Private University Act and is running its Mess at faculty of F&B situated at the University's premises.
2. The Supplier is engaged in the business of providing Commercial LPG Cylinders (hereinafter referred as to "the products") and has approached the University for supplying the products and the University has agreed to the said offer.
3. This Agreement shall come into force, for all intents and purposes on the effective date of signing of this agreement i.e., **1st April 2023**.

NOW THEREFORE, in consideration of the mutual promises and undertakings given by the Parties to each other herein the parties hereby agree and covenant as follows:

TERMS AND CONDITIONS

1.Price: Gas Final 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 gas is subject to change on monthly basis as per the Government Schedule. The vendor further agrees to give a **fix discount of Rs. 130 (inclusive GST) per cylinder for 1 year** on the rate prevailing on the date of supply. All prices are inclusive of all sales, excise and other taxes, and inclusive of freight. Prices are effective **from 01.04.2023 and valid till 31.03.2024**.

2.Payment Terms: The supplier shall raise its invoice on fortnightly basis for the supply of the products to the University, which shall be paid by the University within 30 days after the 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 will attract penalty of 5% of Total Invoice Amount of that month in which delivery is delayed, and it will be deducted by the University from the said Invoice at the time of its payment by the University to the Supplier. This is not applicable in case of unavoidable circumstances such as Transporter's strike.


Registrar
SGT University
Budhora, Gurugram

4. Quality: Quality of all LPG Cylinders should be as per standard specified to Supplier. If, on inspection, any compromise is found in the quality of the Cylinders, 10% penalty would be levied on the total amount of Bill of that particular supply.

5. 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.

6. 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 their 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.

7. Termination: Each order issued by the University in connection with **M/s Mahadev Indane** quotation is subject to acceptance by the University only. If the supplier defaults in the supplies and/or quality standards or commits any other breach of any of the terms or conditions herein then 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 the supplier at two week's written Notice.

8. 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.

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

10. Notice : The university shall have the right during the contract period to terminate this agreement by giving the supplier at least two week's written notice.

11. Indemnity clause: In the event of the supplier's failure to perform its obligation under this Agreement, the Supplier shall indemnify the University for the expenses incurred and losses suffered in getting the supplies from other vendors. The Supplier shall be solely liable for and shall indemnify the University against any loss, claim or


Registrar
SGT University
Budhera Gurugram

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 accident from Leaking of Gas 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 Gurugram. 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 Gurugram and the language of arbitration shall be English.

Acceptance by

(Sign and Stamp)

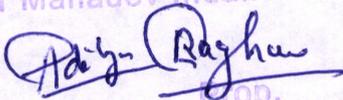
For SGT University


Registrar
SGT University
Buhara: Gurugram

Acceptance by

(Sign and Stamp)

For M/s. Mahadev Indane

For Mahadev Indane

Prop.