

265

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 01/01/2024

Certificate No. EAA2024A58



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 111138981



Penalty : ₹ 0

(Rs. Zero Only)

### Seller / First Party Detail

Name: Singh Enterprises  
 H.No/Floor : 30 Sector/Ward : X LandMark : Ram nagar bata gali no 1  
 City/Village : Faridabad District : Faridabad State : Haryana  
 Phone : 84\*\*\*\*\*34



### Buyer / Second Party Detail

Name : Sgt University  
 H.No/Floor : X Sector/Ward : X LandMark : Badli road chandu budhera  
 City/Village: Gurugram District : Gurugram State : Haryana  
 Phone : 84\*\*\*\*\*34



Purpose : AGREEMENT FOR SUPPLY OF ANTIBODY REAGENTS

### AGREEMENT FOR SUPPLY OF ANTIBODY REAGENTS

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>  
 This Agreement made between SINGH ENTERPRISES, a company incorporated under the provisions of the Companies Act and having its registered office at SHOP NO. 30,GALI NO. 1,RAM NAGAR,BATA RAILWAY STATION MATHURA ROAD FARIDABAD -HARYANA-121001 represented by Mr. RANJIT SINGH ,authorized signatory/director of the Company (hereinafter referred to as "Vendor"), which expression unless repugnant to the context shall mean and include its executors, administrators, legal representatives and permitted assigns on the FIRST PART .

AND

**SGT University**, Badli Road, Chandu Budhera, Gurugram, Haryana - 122505, a University established under the provisions of the Haryana Private Universities Act, duly represented by its Registrar, the Authorized Signatory (here in after referred as to as "Customer"), which expression unless repugnant to the meaning of the context shall mean and include its executors, administrators, legal representatives and permitted assigns) on the SECOND PART.

Wherever the context may permit the Vendor and the Customer may be referred to as 'Party' individually and as 'Parties 'collectively.

WHEREAS the Vendor is a company primarily dealing in the supplies of Pathology Antibody Reagent

WHEREAS the Customer is a university also having medical college & hospital which needs Antibody Reagents for the smooth and effective running of its operations.

FURTHER the Service Provider has expertise and capability to supply the Pathology Antibody Reagent required by the Customer on arrangements as contained in this agreement.

The parties having reached a broad understanding now wish to record their understanding in writing.

NOW THEREFORE THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**Registrar**  
 SGT University  
 Budhera, Gurugram

**1. Scope of Agreement/Business to be achieved.**

- a) The Vendor shall supply the specified Antibody Reagent as per the specifications and rate stated in Annexure 1 to this agreement as per Vendor's Approved price ,to the Customer at the site specified by the Customer. The quality and quantity of the specified chemicals shall be as per specification given in the purchase order as well as the samples submitted by the Vendor and approved by the Customer.
- b) The delivery of the specified antibody reagents shall be made by the Vendor at its own cost, management, and responsibility. The Customer reserves the right to change the specified delivery site for any reasonable ground or grounds and the Vendor shall be responsible to deliver the specified Pathology Antibody Reagent at the new site. The transportation cost for delivery at the new site will be decided mutually by both the parties.
- c) The Vendor shall be fully responsible for delivery of the specified Pathology Antibody Reagent in good condition at the specified site of the Customer through delivery invoice.
- d) The Customer's representative(s) shall inspect the specified Antibody Reagent at Pathology store and reserve(s) the right to reject the same, due to inferior quality or not matching brand, material, etc. The specified reagent/chemicals rejected by the representative(s) of the Customer shall be replaced by the Vendor and the Vendor shall bear all risks/costs of the said Pathology Antibody Reagent, rejected by the Customer.
- e) The Customer reserves its right to change the quantity of items if it feels necessary during the validity of this contract period.  
If the Vendor fails to deliver the specified Pathology Antibody Reagent as per agreed requirements of the Customer, penalty will be imposed by the Customer @ 1% per day of delay on the value of undelivered Pathology Antibody Reagent.
- g) The Vendor shall supply latest manufacturing date material and in case the Customer finds old packing, the said Pathology Antibody Reagent shall not be accepted.
- h) All expired stock to be taken back by the Vendor and to be settled by replacement or credit note, as the case may be.
- i) All statutory government requirements, regulation and levies shall be borne and adhered to by the Vendor.
- j) The Vendor shall deliver the materials as per terms of delivery at the Customer's premises between 9 AM to 4 PM on the specified day/date.
- k) Incase the Test/Result fails then payment will not made for the particular Reagent.



  
SG  
Budhera, Gurgaon

1) The Supply will be considered approved only when full functionality is achieved except Accupipette & Beaker which will be paid extra.

2. **Payment Terms:**

- a) The invoicing shall be done by the Vendor in the name of "SGT University", Badli Road, Chandu Budhera, Gurugram, Haryana - 122505.
- b) The payment of invoice shall be made by the Customer after 45 days from the date of complete delivery and submission of invoice by the Vendor. Payment shall be made when the Customer is satisfied with the products as provided by the Vendor. The payment shall be made by the Customer through A/c Payee Cheque or NEFT/RTGS, only on production of invoice(s) along with delivery dockets confirming receipt of goods by the Customer's Representative(s) at site.

Discount of 2% discount will be given on monthly bills till the contract period.

- c) No payment shall be made by the Customer unless a valid tax invoice is submitted by the Vendor as per DVAT/CST/GST or applicable tax rules.
- d) The Vendor shall intimate any change in prices and pack size, whenever applicable to the Customer in advance.

3. **Duration of the Agreement:**

It is agreed between the parties that the duration for the subsistence of this agreement shall be 3 (Three) year starting from 21/12/2023 till 20/12/2026 subject to extension on mutual agreement. The Agreement may be renewed after mutual consent and discussion of the parties after the completion of the tenure of the Agreement.

4. **Termination:**

- a) If the Vendor shall in any manner neglect or fail to carry on supply or performance of the terms of this agreement with due diligence or violates any of the terms of this contract, the Customer shall be entitled to cancel the present agreement and demand damages.
- b) The Customer reserves its right to terminate this Agreement at any time without assigning any reason there for by giving 30 days' notice to the Supplier.
- c) That notwithstanding, upon termination or expiration of this Agreement, any and all rights and obligations of the parties hereto which shall have accrued before the effective date of such termination or expiry under this Agreement, shall remain outstanding and shall be governed by this Agreement.

5. **Assignment:**

The Vendor shall not without the consent in writing of the Customer assign or sub-let the contract or any part thereof or make any agreement with any person/company for

  
**Registrar**  
SGT University  
Budhera

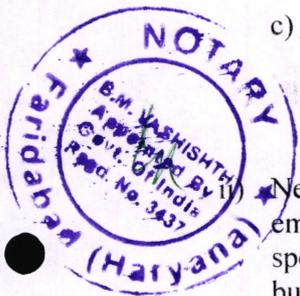
the execution of any portion of the supply. In this regard consent by the Customer will not relieve the Vendor from full and entire responsibility for this contract.

#### 6. Force Majeure:

Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including, without limitation, act of Government, pandemic or natural disaster, earthquake or other acts of God ("Force Majeure"), provided that the Party seeking to delay its performance gives the other prompt written notice and further provided that such Party uses its good faith efforts to cure the Force Majeure.

#### 7. Indemnity:

- i) Each Party shall, at its expenses, indemnify, defend, and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assign from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) and any other losses that may occur, arising from or relating to:
  - a) a breach, non-performance, or inadequate performance by such party of any of its obligations or warranties under the agreement.
  - b) an infringement of such third-party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or
  - c) the acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, sub-contractors, and agents in performance of its obligations under the Agreement.

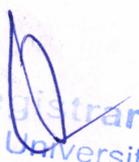


Neither party nor any of its affiliates nor its or their respective directors, officers, employees, agents or suppliers shall be liable to the other party or any third party for special, consequential, incidental, indirect, tort or damages, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

#### 8. Confidentiality:

Both the Parties agree that any confidential information received by them during any furtherance of its obligations in accordance with this Agreement shall be treated by each party in full confidence and will not be revealed to any other person(s), firms or organizations, in any event whatsoever.

#### 9. Governing Law and Jurisdiction:

  
Registrar  
SGT University  
Budhera, Gurugram

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and in case of any difference of opinion between the parties, the courts situated in Gurugram-HARYANA only will have jurisdiction.

**10. Dispute Resolution:**

All legal disputes that may arise in this Agreement shall be settled by arbitration as per the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be appointed by mutual consent. The seat of arbitration shall be at Gurugram-HARYANA and the proceedings of arbitration shall be in the English language. The arbitrator's award shall be substantiated in writing. To the extent permitted by law, the arbitrator's award shall be final, and binding and the award shall be enforceable in any competent court of law of Gurugram-HARYANA.

**11. Notice:**

Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due; or (iii) by facsimile at the respective addresses set out herein below, or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. If the notice is sent by facsimile, the said notice shall also be sent by registered post with acknowledgment due. Notwithstanding the above, all notices shall be sent to the official email addresses with proper confirmation of delivery of the email.

**Customer:**

- SGT University, Badli Road, Chandu Budhera, Gurugram, Haryana - 122505.
- Contact Person: Registrar
- Phone No.: 0124-2278183-85
- E-mail Id: registrar@sgtuniversity.org

**Vendor:**

**SINGH ENTERPRISES,**

**Mr. Ranjit Singh**

SHOP NO. 30, GALI NO. 1, RAM NAGAR, BATA RAILWAY STATION  
MATHURA ROAD FARIDABAD -HARYANA-121001

M- 91 9319134775, 8448331034

E-MAIL: singhenterprises469@gmail.com

**12. Severability:**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement, but the legality and enforceability of this Agreement shall not be affected.

**13. Entire Agreement:**

  
Registrar  
SGT U  
Budhera



This Agreement, including any other document(s) referred to herein which forms a part hereof, contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

**14. Amendment:**

No modification or amendments of this agreement shall be binding unless agreed to by the parties in writing.

**15. Counterparts:**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**16. Rates, Terms and Conditions as per Annexure-I attached.**

In agreement and acceptance of the abovementioned terms, the parties to the present agreement are signing the same.



**SINGH ENTERPRISES**

**For SGT University**



**Registrar**  
SGT University  
Budhera, Gurugram

(Authorized Signatory)

(Authorized Signatory)

(Signature with date and stamp)

(Signature with date and stamp)

I know the identified the sign. of Deponents Executant & His/Her their sign Thumbo impression

Witnesses

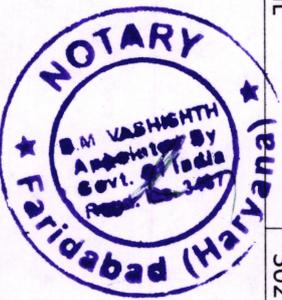
**Attested as identified**

*[Signature]*  
**NOTARY PUBLIC**  
**FARIDABAD (Haryana)**

**01 JAN 2024**

## ANNEXURE - 1

S. NO	ITEM NAME	CAT NO	Packing	Packing size, Concentrated- Ready to use	No. of Test Per Vial	Cost Per Vial	Cost Per Test including the cost of diluent wash buffer, blocking reagent, antigen retrieval buffer (Buffer FOC)	GST %	BRAND
1	Poly L-Lysine	P8920	01 Vial	100ml	NA	13000		18%	Sigma
2	p53 protein	Mob082-01	01 Vial	0.1 ML	300	14,100	47	12%	DBS
3	Ki-67 Antigen	RMAB004-01	01 Vial	0.1 ML	300	14,100	47	12%	DBS
4	HER2/neu (c-erbB-2)	RMAB008-01	01 Vial	0.1 ML	300	14,100	47	12%	DBS
5	Estrogen Receptor (ER)	RMAB001-01	01 Vial	0.1 ML	300	14,100	47	12%	DBS
6	Progesterone Receptor (PR)	RMAB002-01	01 Vial	0.1 ML	300	14,100	47	12%	DBS
7	Glial Fibrillary Acidic Protein (GFAP)	Mob064-01	01 Vial	0.1 ML	300	12,300	47	12%	DBS
8	Anti-Iso citrate Dehydrogenase 1 (ID)	Mob580R-01	01 Vial	0.1 ML	300	10,400	47	12%	DBS
9	Cytokeratin 7	Mob057-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
10	Cytokeratin 20	Mob123-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
11	MyoD1	Mob278-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
12	Cytokeratin AE1+AE3	Mob190-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
13	CD30 Ki-1 Antigen	Mob032-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS



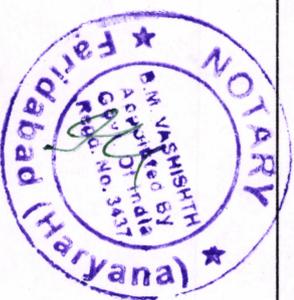
Registrar  
SGT University  
Budhera, Gurugram

14	CD20 B-Cell	Mob004-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
15	CD34	Mob098-01	01 Vial	0.1 ML	300	12300	41	12%	DBS
16	CD45 LCA	Mob040-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
17	CD56 NCAM-1	Mob261-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
18	Synaptophysin	RMAB018-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
19	CD117/c-kit	RP063-01	01 Vial	0.1 ML	302	10566	35	12%	DBS
20	p40	RP163-01	01 Vial	0.1 ML	302	10566	35	12%	DBS
21	p63	RMAB086-01	01 Vial	0.1 ML	300	14,100	47	12%	DBS
22	Calretinin (H-5)	Mob593-01	01 Vial	0.1 ML	302	12,300	40	12%	DBS
23	Vimentin	Mob090-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
24	Desmin	Mob060-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
25	S-100	Mob377-01	01 Vial	0.1 ML	302	10,000	33	12%	DBS
26	MART-1/Melan A	Mob277-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
27	OCT 3/4	RMAB113-01	01 Vial	0.1 ML	302	10,000	33	12%	DBS
28	Alpha Fetoprotein	Mob129-01	01 Vial	0.1 ML	302	12,100	40	12%	DBS
29	HCG	RP007-01	01 Vial	0.1 ML	300	11014	36	12%	DBS
30	Inhibin	Mob435-01	01 Vial	0.1 ML	302	11,400	37	12%	DBS
31	Polymer base UnoVue™ Mouse/Rabbit HRP Kit	PVP1000PD	01set	1000 Tests		49,500	49.5	12%	DBS
32	Elite PAP Pen	K039	01 ea	1 ea		8,200		12%	DBS
33	Humid Incubation chamber	SM365	01 ea	1 ea		FOC		12%	DBS
34	Antigen Retrieval System with complete buffer	AR365	01 ea	1 ea		FOC UPTO 3 YEAR		0%	DBS
35	Amacar	RMAB078-01	01 Vial	0.1ml	302	14100	46.68	12%	DBS
	H.Pylori	MOB559-01	01 Vial	0.1ml	302	12540	41	12%	DBS



Registrar  
SGT University  
Buldhara, Gurgaon

36									
37	Amylford	Mob003	01 Vial	0.1ml	302	14100	46	12%	DBS
					<b>Total=</b>	<b>464186.00</b>			
					<b>Less discount 2%</b>	<b>9283.000</b>			
					<b>Total amount without GST</b>	<b>454902.28</b>			
					<b>Total GST (Sr.No.1 GST 18% &amp; other 12%)</b>	<b>55352.67</b>			
					<b>Total amount with GST</b>	<b>510254.95</b>			
<p>1) All buffers will be free of cost if the customer buy an antigen retrieval system and above mention all antibody in first order.</p> <p>2) Rates are valid for 3 years</p> <p>3) Antigen retrieval system maintenance CMC/AMC with supplier scope. If any physical damage , power fluctuation and any fire or water accident in lab then SGT will bear all repairing expenses.</p> <p>4) Expiry 18 months.</p> <p>5) Antigen retrieval system FOC UP TO 3 YEAR , if instrument physically brake then it will be chargeable ( Rs. 80000 per Instrument plus GST) ,If reagent is not purchased after 3 year than machine will be returned or Mutually discussed to retain on the same terms &amp; condition for our further requirement if required</p> <p>6) The reagents giving erratic result will have to be replaced free of cost as agreed after all inspection done by Principal company engineer.</p> <p>7) One each antigen retrieval system(Rs. 80000 plus GST , humid incubation chamber (Rs. 11800 plus GST) must be included only at the time of Installation, next time it will be chargeable basis.</p> <p>8) Order of supply will be placed out of rate contract as per requirement agreed</p> <p>9) All the items will be source from the same vendor including any other items if not included above list to make the system fully function except some primary antibody which may not be available with the vendor.</p> <p>10) Payment within 45 days from the dt. of receiving.</p> <p>11) All supplies F.O.R.at SGT University Campus.</p> <p>12) First order need completely as per above quantity and price otherwise antigen retrieval system and slide chamber will be chargeable.</p> <p>13) Pipette ,glassware and other item which is not mention above in this list required during installation and demo of antibody then it will be chargeable</p>									



Registrar  
SGT/University  
Buckera, Gurugram