

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 07/04/2025

Certificate No. G0G2025D470



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 130536554



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Synergic Medical Gases

H.No/Floor : 597

Sector/Ward : 37

LandMark : Pace city 2

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****71



Buyer / Second Party Detail

Name : Sgt University

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99*****71

Purpose : MEMORANDUM OF UNDERSTANDING

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS Memorandum of Understanding (MOU) is made and entered on 01/04/2025 to 31/03/2026_ at Gurugram.

By and between

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY at Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505, represented by its Registrar, as Authorized Signatory (hereinafter referred to as "Buyer" which expression, unless repugnant to the context, shall mean and includes its affiliates, subsidiaries, successor, assigns etc.) of the ONE PART;

AND

SYNERGIC MEDICAL GASES, a Proprietorship firm through its Proprietor Surekha Chawla, having its Registered Office at # 597, Sector - 37, Pace City-II, Gurugram, Haryana - 122002 (Hereinafter referred to as the "Seller" which expression, unless repugnant to the context, shall mean and includes successors permitted assigns etc.) of the OTHER PART;

WHEREAS, Buyer requires substantial quantities of Medical Gases for refilling the cylinders and has approached Seller to supply each quantities of medical oxygen, nitrogen and CO2 gas for refilling the cylinders required at SGT Hospital; and

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Budhera, Gurugram



WHEREAS Seller owns and operates facilities for the production/ refilling of oxygen, nitrogen and CO2 gas at # 597, Sector - 37, Pace City-II, Gurugram, Haryana - 122002 from which Seller is willing to supply Medical Gases to Buyer and for the aforesaid purposes the parties intend to enter into this irrevocable and binding MOU;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, Buyer and Seller agree as follows: -

1 Purpose and Scope of the MOU:

The object of this MOU is to set out the provisions under which the seller shall deliver to buyer and buyer shall purchase the items from seller as set out in Annexure 1 to this MOU. The purchase shall be exclusively subject to the provision of this MOU and its Annexes unless the MOU explicitly provides otherwise.

2. Term and Termination of MOU:

It is hereby agreed that this MOU shall be valid for a period of One(01) year from the effective date hereof, within which the parties shall jointly work and explore ways and means to give effect to the intent and purpose of this MOU. This MOU may be terminated by either party by giving the other party a thirty (30) days written notice. The term of this MOU may be extended by such further period as may be mutually agreed upon by the Parties in writing.

3. Declaration and Undertaking of the Seller :

The Seller declares and undertakes that he has all the registrations/ licenses/ approvals/ authorizations/ required by law in order to provide the services pursuant to this MOU and that he has the skills, knowledge and experience required in order to provide the service as required in this MOU.

4. Delivery:

It is hereby agreed that Seller shall pick up the empty cylinders from Gas Manifold Room situated at SGT Hospital and deliver the refilled cylinders at the same room under the supervision of representative of Gas Manifold Department. It is further agreed that he items shall be delivered by the Seller within 24 hours of placing the order by the Buyer. The seller hereby agrees to indemnify, defend and protect the buyer for any harm, loss or damage due to or to the cylinders during the transportation. Further, the seller also agrees and undertakes to indemnify the buyer for any loss or damage caused including but not limited to third party claims for losses, damages, compensation etc. or any other expenses incurred due to delay in the delivery of the refilled cylinders.

5. Consideration:

Buyer shall make the payments to the seller in accordance with the rates mentioned in Annexure 1 upon receipt of the invoice from the Seller. The Seller shall submit invoices of 1st to 15th of every month in next following week and all undisputed invoices will be payable by the buyer within next 30 days of the receipt of invoice. Further, the seller shall submit the invoices for the period of 16th to end of the relevant month in next following week and all undisputed invoices will be payable by the buyer within

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next 30 days of receipt of invoice. The seller shall within 1st-15th of every month submit a monthly invoice for the items supplied by it during the preceding month. The Seller is obliged to raise a valid tax invoice with correct and complete disclosures with complete classification as required under latest GST notification and payments shall be processed only after receipt of a correct and valid invoice. The Buyer shall arrange to make the payment of all undisputed invoices within 30 days of the receipt of invoice.

All the payments will be made and drawn through RTGS / NEFT/ Cheque in favour of Synergic Medical Gases.

6. Amendment:

Any modification, amendment or waiver of any provision of this MOU shall be effective if and only if, informed in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

7. Indemnification:

The seller agrees to indemnify and hold harmless the buyer, and its respective officers, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever which results from or arises out of any act or omission of or failure to comply with the applicable laws by the seller, its officers, agents, employees and permitted successors and assigns that occurs in connection with this MOU. This indemnifications obligation shall survive termination of this MOU.

8. Limitation of Liability:

No party or its affiliates, agents or representatives shall be liable to the other party or its affiliated agents or representatives for any indirect, incidental, consequential, exemplary, punitive or special damages, or for any loss of profits, business, opportunity, goodwill or reputation or cost of cover or other similar loss. This Section applies to the maximum extent permitted by applicable law, regardless of whether the liability is based and breach of contract, tort or any other legal theory.

9. 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 constructed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

10. Successors and Assigns:

This MOU shall be binding upon the respective successors, trustees and permitted assigns of the parties hereto. This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party, provided, however, that each party has the right to assign this MOU to any of its affiliates without consent. Any provision of this MOU is held to be unenforceable for any reason; it shall

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be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible.

11. Partial Invalidity:

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed cancelled and the remainder of the MOU shall remain valid and enforceable.

12. Governing Law and Jurisdiction:

This MOU shall be governed by and construed in accordance with the substantive laws of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Gurugram.

13. Dispute Resolution:

In case of any dispute or difference both the parties will mutually settle the dispute. However, any dispute or difference whatsoever arising between the parties out of or relating to the matter, meaning, operation or effect of this contract or the breach thereof, shall be settled by 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 University) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English.

14. Force Majeure:

If the performance of this MOU or of any obligation hereunder is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected party, such party, upon prompt written notice to the other party, shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.

Authorized Signatory		Accepted & Agreed By Authorized Signatory	
SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY		SYNERGIC MEDICAL GASES	
Name		Name	
Designation	Registrar	Designation	
Signature with seal	 Registrar SGT University Budhera, Gurugram	Signature with seal	

ANNEXURE 1

DESCRIPTION OF MATERIAL & PRICE LIST

S/N	ITEM	CAPACITY	UNIT OF MEASUREMENT	REFILLING PRICE (INR) PER UNIT
1	Medical Oxygen Gas Type D	7 cubic meter	Per Cylinder	150.00
2	Medical Oxygen Gas Type B	1.5 cubic meter	Per Cylinder	35.00
3	Medical Oxygen Gas Type A	1 cubic meter	Per Cylinder	30.00
4	Nitrous Oxide Type A	1 cubic meter	Per Cylinder	900.00
5	Nitrous Oxide Type D	7 cubic meter	Per Cylinder	5600.00
6	CO2 Gas Type A	3 KG	Per Cylinder	30.00
7	CO2 Gas Type B	6 KG	Per Cylinder	50.00
8	Nitrogen Gas Type D	7 cubic meter	Per Cylinder	200.00

Transportation: INR 600/- per visit (to and fro) will be charged extra.

Applicable Taxes: GST will be charged extra on above mentioned prices and on transportation charges.




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