

Bond



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Haryana Government



Date : 02/08/2023

Certificate No. G0B2023H1779



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(Rs. Only)

GRN No. 105636600



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Sgt University

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 70*****76



Purpose : AGREEMENT to be submitted at Concerned office

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

AGREEMENT FOR COLLECTON OF DRY AND WET GARBAGE FROM SGT UNIVERSITY, VILLAGE CHANDU, BUDHERA, GURUGRAM (HARYANA)-122505

This Agreement is made and executed at Gurgaon on this 1st AUGUST 2023.

By and Between:

SGT UNIVERSITY VILLAGE CHANDU, BUDHERA, GURUGRAM, HARYANA-122505, having its registered office at VILLAGE CHANDU, GURUGRAM (H.R) - 122505 (Hereinafter referred to as SGT UNIVERSITY which expression shall unless it be repugnant to the subject or context hereof would mean and include its successors in interest, executors, administrators, liquidators and assigns) of the First Part, through its duly authorized signatory **Dr. Joginder Yadav, Registrar.**

And

M/s GURGAON WASTE MANAGEMENT SYSTEM (P) LTD. Having its office at U-15/6 DLF City Phase-3, Near R.B.S. Building Cyber City, Gurgaon-122001, Haryana (hereinafter referred to as '**SECOND PART**' which expression shall, unless repugnant to the context of meaning here of mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns), through its duly Authorized Signatory **Mr. Ram Narayan Roy** of the other part.


Registrar
SGT University
Budhera, Gurugram

Gurgaon Waste Management System Pvt. Ltd.


Authorised Signatory

AND WHEREAS the SECOND PART has represented that they have approval for collection of garbage by the Municipal Corporation, Gurgaon. They have offered their services for collection/transportation of **Dry and Wet Waste** SGT UNIVERSITY has accepted the request of SECOND PART on the terms and conditions set forth in this agreement.

AND WHEREAS it is deemed expedient to record the terms and conditions between the parties in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That the SGT UNIVERSITY has agreed to engage SECOND PART, on terms and conditions contained hereinafter for collection of **Dry and Wet Solid Waste** (hereinafter referred to as 'Said Work') from SGT UNIVERSITY Gurgaon and disposal as mentioned above specified place.
2. This agreement will be effective from **1st AUGUST 2023** and shall be effective till **31st JULY, 2024**, unless terminated earlier as per the terms and conditions of the agreement. SGT University may terminate this agreement by written notice to second part with immediate effect if second part commits a material breach of any of its obligations under this agreement. This agreement may also be terminated at any time by the University with 30 (Thirty) days prior written notice to second part in case of termination under this clause the accrued rights and obligations of the parties shall continue.
3. The FIRST Part will pay an amount of Rs. **35,000/- (Thirty-Five Thousand only) GST 18%** extra to the GURGAON WASTE MANAGEMENT SYSTEM PVT LTD. against collection of **Dry and Wet Waste** charges per month and payment to be made by 7th of the preceding month.
4. That second part shall employ labours/workers with a proper dress, Logo, identity cards properly displayed, and workers/labours so employed should be polite courteous in their behavior while collecting garbage from SGT UNIVERSITY.
5. The vehicles provided by the second part to the workers employed for collecting **Dry and Wet Waste** should be in workable/running conditions and waste should be properly covered/packed and labelled while transporting/collecting.
6. That all vehicles engaged by the second part should be of one-color code with detailed name plate of contractor i.e., second part, with segregation labels of WET and DRY Waste.


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7. The second part will be penalized if he failed to collect the waste, or any breach of terms and conditions stipulated in the agreement with SGT UNIVERSITY.
- 8.. That SECOND PART shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable satisfaction of the SGT UNIVERSITY in a whole.
9. That the SECOND PART shall provide the service diligently and in conformity with the applicable laws and regulations. SECOND PART shall carry out the service in under the supervision of SGT UNIVERSITY.
10. That the services to be provided by the Second part are detailed in this agreement. However, it is expressly understood between the parties that scope of work is only indicative of the services to be provided by Second part and not an exhaustive list of the services to be provided by the Second part and the SGT University will be entitled to add more services in the scope of the work.
11. That SECOND PART undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and Municipal Corporation, Gurgaon.
12. SECOND PART shall ensure that the waste is taken in Truck/Tractor Trolley daily as per convenient timings. SECOND PART agrees to keep SGT UNIVERSITY indemnified and harmless for the area/building occupied/used by SECOND PART in this respect.
13. SGT UNIVERSITY has permitted SECOND PART for collection of waste from the Demised Premises. It is made clear that any violation of these conditions shall entitle SGT UNIVERSITY to terminate this permission/agreement and to recover the cost of damages, any other charges etc. from SECOND PART to make as good including restoration work etc.
14. SECOND PART shall pay if any penalty is imposed for dumping waste at any unauthorized place.
15. If waste is not collected regularly by SECOND PART, penalty on pro-rata basis shall be imposed by SGT UNIVERSITY on SECOND PART.
16. The SECOND PART shall be liable/responsible for filing all statutory returns/forms statements under various labour laws, acts and the rules made there under as applicable from time to time and for depositing all government/with the concerned authorities/government agencies and shall also ensure that the provisions of payment of Minimum Wage Act and any other Act(s), legislation(s) and the Rule(s)


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made thereunder, as applicable from time to time, are not violated in the respect of his personnel/employee/worker/labour deputed/deployed by him for executing the said work(s) and SGT UNIVERSITY shall in no way be responsible for the SECOND PART, of whatever nature, arising under various labour laws and any other Act(s) legislation(s) and the rule(s) made thereunder.

17. That the SECOND PART will not engage any sub-contractor for executing the said work under this agreement without written permission from SGT UNIVERSITY.

18. SECOND PART shall immediately attend to any and all complaints of SGT UNIVERSITY regarding the working & behavior or personnel deputed/deployed by him.

19. SECOND PART shall be deputing their personnel with Identity Card issued by the Organization. Police verification should also be got done from the Gurgaon Police authorities & submitted with SGT UNIVERSITY.

20. SECOND PART shall be fully responsible for any mishap and the safety of SECOND PART staff as well as all equipment connected with SGT UNIVERSITY.

21. SECOND PART shall not supply or show the copy of this permission/agreement to any other organization or to its client(s) or to the client(s). SGT UNIVERSITY shall retain the original of this permission/agreement and SECOND PART shall provide with a carbon/photocopy thereof by SGT UNIVERSITY.

22. That the representative of the SGT UNIVERSITY Shall observe the loading of the vehicle when waste is taken from the Demised Premises.

23. SECOND PART shall ensure that people handling waste collection from SGT UNIVERSITY have adequate training and knowledge of type of garbage being handled. The SECOND PART shall ensure that the vehicle for transportation of waste is in perfect condition and the driver has valid driving license and other permission and necessary papers.

24. That if any material is found to be taken out by SECOND PART except permitted, SGT UNIVERSITY have the sole right to cancel the agreement with immediate effect.

25. That the SECOND PART represents that they have the specialization to handle garbage. That the SECOND PART undertakes to indemnify and keep indemnified the SGT UNIVERSITY in case of any misuse, mishandling, pilferage, its employee, agents and/or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authority concerned.


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26. The courts at Gurgaon and/or the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in this matter. Any action brought in connection with this agreement shall be resolved by arbitration as set forth in the following paragraph.

If any dispute, difference, claim or controversy including the matter of damages if any (collectively referred to as "Dispute") arises between the parties about the validity, interpretation, implementation or alleged breach of any provision of this agreement, or any thing connected or related to or incidental to this Agreement then the parties shall negotiate in good faith to endeavor to resolve the matter. However, if the dispute has not been resolved by the parties within fifteen (15) days after the date of the receipt of written notice of the dispute by either party from the party raising the dispute, then either party may submit the dispute to arbitration to be conducted in accordance with the provisions of the Indian arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at Gurugram, Haryana. The dispute shall be referred to a sole arbitrator appointed by SGT University. The arbitration proceedings shall be conducted, and the award shall be rendered in English language. The award rendered by the arbitrator or arbitrators shall be final, conclusive, and binding on the parties to this agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of arbitration.

27. Both the parties acknowledge and agree that the relationship created by this agreement is, and is intended to be, that of independent, contractors and on principal-to-principal basis and is not intended to be and shall not be construed to be a partnership franchise or a consignee for any purposes whatsoever. This agreement does not constitute, nor shall be construed to so constitute, either party as an employee, agent, representative, consignee, partner or joint venture partner of the other party for any purpose whatsoever.

SIGNED AND DELIVERED on behalf of the above-named **SGT UNIVERSITY** through its Authorized Signatory.

In the presence of:

Witnesses:

1. Anurag Khajuria
New Palam Vihar
Gurugram

SGT UNIVERSITY
SGT University
Budhera, Gurugram

For and on behalf of

Gurgaon Waste Management System Pvt. Ltd.

Authorised Signatory

ACCEPTED ALL ABOVE AND SIGNED on behalf of M/s Gurgaon Waste Management System Pvt. Ltd. by its Authorized Signatory.

In the presence of:

Witnesses:

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Amit

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M/s. Gurgaon Waste Management System Pvt. Ltd.

For and on behalf of

Gurgaon Waste Management System Pvt. Ltd.



Authorised Signatory