

Certificate No. U002023K32
GRN No. 106185358Stamp Duty Paid : ₹ 101
(Rs Only)
Penalty : ₹ 0
(Rs Zero Only)**Seller / First Party Detail**Name: Cdlu
H.No/Floor: 0 Sector/Ward: 0 LandMark: 0
City/Village: Sirsa District: Sirsa State: Haryana
Phone: 95*****81**Buyer / Second Party Detail**Name: Late lala barumal goyal Education and social welfare Society
H.No/Floor: 0 Sector/Ward: 0 LandMark: 0
City/Village: Sirsa District: Sirsa State: Haryana
Phone: 95*****81

Purpose: FOR AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**Agreement Between
M/s Late Lala Barumal Goyal, Social Welfare & Education Society,
And
Chaudhary Devi Lal University, Sirsa****AGREEMENT****This Agreement is executed at Sirsa on the 31st day of March, 2024****BY AND BETWEEN**

Chaudhary Devi Lal University, Sirsa (hereinafter referred to as "Chaudhary Devi Lal University" referred to as first party which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorized officer- Registrar.

AND

M/s Late Lala Barumal Goyal, Social Welfare & Education Society, Near Railway Crossing, Sirsa-Chandigarh Road, Uklana Mandi, Hisar established in year 2009 empanelled as resource organizer "for training under HSDM hereafter referred to as second party through its authorized officer- President.

Chaudhary Devi Lal University and M/s Late Lala Barumal Goyal, Social Welfare & Education Society, are hereinafter individually referred to as a "Party", and collectively, as "Parties".

I.**PURPOSE OF AGREEMENT:**

This agreement is to establish a bi- party framework for execution of skill training in Haryana in the sectors (job roles) as enumerated in the work order issued by HSDM to Chaudhary Devi Lal University as well as detailed in MoU signed by Chaudhary Devi Lal University with HSDM and in work order issued to second party by first party of this agreement as per procedure. It sets out the role and responsibilities of each of the parties

for achievement of common objectives of providing skill training in the State. Both the parties hereby affirm that they shall work towards the implementation of the project agreement in letter and spirit, and with highest professional ethics, strict compliance of terms & conditions, guidelines issued by HSDM.

II.

VALIDITY OF AGREEMENT:

This agreement shall remain valid for the execution of the skill training targets allotted vide work order issued by HSDM to Chaudhary Devi Lal University bearing No. UCOPE/CDLU/F/20/Vol.II/2023/583 dated 16.03.2023 and further the **M/s Late Lala Barumal Goyal, Social Welfare & Education Society** empanelled as resource organizer. All training targets allocated for RPL trainings to Chaudhary Devi Lal University shall need to be enrolled as per guidelines and instructions of HSDM. Chaudhary Devi Lal University shall have the power and authority to impose financial penalty or any other punitive action in case **M/s Late Lala Barumal Goyal, Social Welfare & Education Society** does not adhere to the schedule given, terms & conditions of HSDM, work order, MoU of this agreement and the guidelines of the Mission as have been placed at HSDM website (<https://hsdm.org.in>).

III.

Roles & Responsibilities of M/s Late Lala Barumal Goyal, Social Welfare & Education Society:

- (i) It must comply to the Scheme Guidelines of SURYA and Monitoring Manual of Haryana Skill Development Mission for execution of the given work order by Chaudhary Devi Lal University along with terms & conditions of work order, MoU of HSDM, this agreement and notifications issued from time to time. The documents are available at <https://hsdm.org.in>. Any non-compliance shall lead to penalties as outlined in the said documents. Payments by Chaudhary Devi Lal University for works completed by **M/s Late Lala Barumal Goyal, Social Welfare & Education Society** will be released as per the terms and conditions agreed upon by this party and given in work order issued to second party by first party of this agreement that too after receiving the funds from HSDM. Portal related guidelines like invoice raising, timelines etc. will remain the same as intimated by HSDM. Ideal batch size of 20 trainees is recommended for the training and shall not exceed 30 trainees per batch and should not be less than 10 trainees per batch. **M/s Late Lala Barumal Goyal, Social Welfare & Education Society** shall comply with instructions of HSDM/ Chaudhary Devi Lal University regarding execution of the work order as may be issued by HSDM/Chaudhary Devi Lal University from time to time. It shall be bound to all other Terms and Conditions mentioned in work order issued by the University, HSDM.
- (ii) All the terms & conditions of work order issued by HSDM to Chaudhary Devi Lal University & MoU signed, guidelines issued by HSDM for Mission Surya Scheme 2.0, work order issued by Chaudhary Devi Lal University to second party and this agreement shall be construed as part and parcel of this agreement and the second party shall under-take to comply the same, bound by the same.

IV.

Financial Terms & Conditions:

- (i) In Scheme Guidelines Surya 2.0 issued by HSDM the check list for 1st and 2nd Tranche Invoice has been given. The second party is required to submit the documents to check and completing all the requirements for further submitting the same by first party to HSDM for release of payments. Only after receiving of payments from HSDM, the first party shall release the payment to second party.

- (ii) The payment for training shall be made @ after deducting 15% share of the amount as soon as released by HSDM.
- (iii) Second party is required to deposit performance security @5% in the form of Bank Guarantee at the time of signing of agreement.

V.

Penalties:

- (i) Penalty may be imposed as per Guidelines Scheme Surya 2.0, if defect found during Training or if the progress is not found satisfactory at any stage during project running.

VI.

CONFIDENTIALITY:

Both parties shall take all necessary care to ensure that the information provided by the other remains confidential and further agree not to use the confidential information for any purpose other than the purpose for which they are intended

VII.

MODIFICATIONS:

This agreement may be modified through a written document signed by duly authorized representatives of both parties.

VIII.

FORCE MAJEURE:

Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this agreement resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this agreement.

IX.

INDEMNIFICATION:

Without limiting any other rights which Chaudhary Devi Lal University may have, the M/s Late Lala Barumal Goyal, Social Welfare & Education Society shall indemnify, hold harmless and keep indemnified Chaudhary Devi Lal University its associates, partners, directors, employees and/or other officers from and against all claims, including third party claims, legal claims, liabilities, losses, fines, penalties, fees, costs (including legal fees and expenses) etc. suffered and / or incurred by Chaudhary Devi Lal University, its affiliates or its employees.

X.

SETTLEMENT, DISPUTE RESOLUTION AND JURISDICTION:

1. Any differences or disputes arise between the parties shall in the first instant be resolved mutually by the parties.
2. The matter regarding breach of any clause under this agreement by the Second Party shall be discussed by both the parties and in case any breach has been committed by the Second Party of any of the terms and conditions of this agreement/proposal/ guidelines, then decisions taken by the First Party in this regard shall be conclusive, final and binding on the Second Party.

3. Any dispute arising out of this agreement, which cannot be amicably settled or of which decision is not final as per this agreement or guidelines issued by Chaudhary Devi Lal University from time to time, shall be referred to an independent Arbitrator appointed by both the parties with their mutual consent for arbitration. The proceedings shall be conducted as per the provisions on Arbitration and Conciliation Act 1996, as amended time to time.
4. This agreement shall be governed by the Indian laws and subject to the jurisdiction of the Civil Court at Sirsa.
5. Any notice required to be given under this agreement shall be served on the party at their respective addresses given by hand delivery, email or by registered post.

XI. OTHER COVENANTS:

- 1) The use of the name, logo and/ or official emblem of any of the parties in any publication, document and/ or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party. The parties are entering into this agreement with good faith and intentions. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of staff, trainees or any other persons associated with the operationalization of this agreement.
- 2) This agreement will come into effect on date of signature by both the parties.
- 3) First Party might bring this agreement to an end by giving three months' notice to second party, without assigning any reason. Work started shall be completed batch by this party.

Both the parties indicate their consents to this agreement by the signature of their authorized representatives in presence of the witness on dated --2023 at Sirsaas mentioned above.

For and on behalf of:

For and on behalf of:

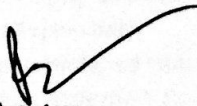
Chaudhary Devi Lal University, Sirsa.M/s Late Lala Barumal Goyal, Social Welfare & Education Society.


(1st Party)

(2nd Party)

Dr. Rajesh Kumar Bansal,
Registrar, CDLU, Sirsa

Dr. Sandeep Goyal, President


Registrar
Ch. Devi Lal University
(Signature) Sirsa-125055


LATE LALA BARUMAL GOYAL
SOCIAL WELFARE & EDUCATIONAL SOCIETY
(Signature) Sandeep Goyal
Authorised Signatory

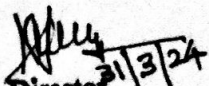
Chaudhary Devi Lal University, Sirsa.

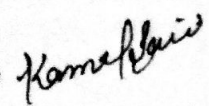
(Date)

(Date)

Witness:

Witness:


Director,
(Signature) University Centre for Outreach
(Name) Programs and Extension
Ch. Devi Lal University, Sirsa
(Designation)


(Signature) Kamal Singh
(Name) KAMAL S/o. SH. Jugalkishor
Gali No:-3 Sukh Sagar Colony
(Designation) SIAA