

## OFFICE OF THE PRINCIPAL DAKSHIN KAMRUP COLLEGE, MIRZA

P.O.: MIRZA-781125 :: KAMRUP DISTRICT:: ASSAM E-mail: dkcollege\_mirza@rediffmail.com::Website: www.dkcollegeonline.in

Telephone: 03623-230123

Ref. No		
Francis De Nichelandi D. 1995	Date: 6 2	2019

From: Dr. Nabajyoti Das, M.Sc., and Ph.D.

Principal & Secretary

## MEMORANDUM OF UNDERSTANDING

(On Supply and maintenance of Laboratory equipment and Consumables)

This MEMORANDUM OF UNDERSTANDING is made on this day,

- BETWEEN -

Dakshin Kamrup College, Mirza, Kamrup, Assam, PIN-781125, represented by its Principal, Dr. Nabajyoti Das, hereinafter called by its FIRST PARTY of the FIRST PARTY.

- AND-

Pee Gee. Enterprise, Mirza, Kamrup, Assam, PIN-781125 represented by its Proprietor, Sri Babul Kalita hereinafter called by the SECOND PARTY of the SECOND PARTY.

WHEREAS, the First Party and the Second Party have made this Memorandum of Understanding for collaboration under the following terms and conditions:

## NOW THIS MEMORANDUM OF UNDERSTANDING (MoU) WITNESSETH AS FOLLOWS:

- 1. The SECOND PARTY will supply the laboratory equipment and consumables to the FIRST PARTY as per order issued by the FIRST PARTY.
- The laboratory equipment and consumables supplied by the SECOND PARTY will be as per the specifications, brand and quality required by the FIRST PARTY.
- 3. The SECOND PARTY will meet the timeline set by the FIRST PARTY.
- 4. The FIRST PARTY will pay 10% as advance payment to the SECOND PARTY in case of laboratory equipment and the balance amount will be issued after the delivery and installation of the equipment.



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- 5. In case of consumables, the FIRST PARTY will pay the amount only after delivery of the same by the SECOND PARTY.
- The SECOND PARTY will offer it's servicing and parts replacement charge free of cost during the warranty period of the equipment installed.
- 7. The SECOND PARTY will do an annual servicing of the laboratory equipment free of cost during the warranty period and after expiry of the warranty period, the FIRST PARTY will pay annual maintenance fee to the SECOND PARTY, which will be 10% of the cost of the equipment at the time of purchase.
- **8.** The replaced part will be chargeable to the FIRST PARTY after the expiry of the warranty period.
- 9. The MoU will be valid for a period of five years from the date of signing of this document by both the parties.
- 10. MoU will not be legally binding to either side.
- **11. Termination:** Either party may terminate this MoU by providing written termination notice of its intention to terminate the MoU to the other party.
- **12. Modification:** The parties may change or modify the terms of this agreement only by written amendment signed by both the parties.
- **13. Settlement of Disputes:** Any dispute concerning interpretation and application of this MoU shall be settled amicably through consultation or negotiation between the parties.

IN WITNESSETH WHEREOF the parties hereto duly executed this on the day, month and year hereinabove first mentioned.

Sign for Dakshin Kamrup College (Dr. Nabajyoti Das)

Principal

Principal

Dakshin Kamrup College

Mirza-781125

Sign for Pee Gee Enterprise (Sri. Babul Kalita)

Proprietor

Babul halily

Pee Gee Enterprise Mirza-781125