

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date : 06/01/2023

Certificate No. G0F2023A2659



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 98044270



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Mitsubishi Electric India pvt ltd

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98*****62



Purpose : ALL 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

THIS AGREEMENT is made on _____, between

Mitsubishi Electric India Private Limited, a Company incorporated under companies act, 1956, having its Head Office at Global Gateway Tower A, 3rd Floor, MG Road, Near Guru Dronacharya Metro Station Gurgaon, Haryana, 122002 and Registered Office at B1/G3, 4th Floor, Mohan Cooperative Industrial Area, Mathura Road, New Delhi-110044.(hereinafter referred to as **MEI** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the one part.

AND

Punjab Engineering College (Deemed To Be University) having its office at University of Technology Sector-12, Chandigarh-160012 hereinafter referred to as **PEC**(which expression unless repugnant to the context shall mean and include its successors and assigns) of the OTHER PART;

6T

[Handwritten Signature]

MEI and PEC shall, where the context so requires, be referred to jointly as "Parties" or individually as 'Party'.

The **MEI** and **PEC** shall be referred to therein either individually as a party or collectively as parties.

WHEREAS in Pursuance of Memorandum of Understanding dated 10th September 2015, amended further by way of renewed agreement dated 30th January 2019 MOU dated 31st December 2019 (here in after collectively referred to as "Original Agreement") **MEI** had supplied Mitsubishi FA Training Equipment amounting to Rs 8,23,800 (Rs Eight Lacs Twenty Three Thousand Eight Hundred Only) in aggregate, as per specification and features given in **Annexure I** (hereinafter referred to as 'Equipment') to **PEC** for demonstration, learning & training purposes.

WHEREAS **MEI** had supplied Equipment amounting to **Rs 8,23,800 (Rs Eight Lacs Twenty Three Thousand Eight Hundred Only)** without any consideration to **PEC** for a period specified in the Original Agreement.

WHEREAS the term of original agreement will expire on 31st March 2023 and therefore both the parties desires to renew the term before the expiry of Original agreement for further period effective from 1st Apr 2023 to 31st Mar 2026 for the benefits of the students .

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **MEI** had already supplied Equipment with all accessories/attachment amounting to **Rs 8,23,800 (Rs Eight Lacs Twenty Three Thousand Eight Hundred Only)** without any consideration to **PEC**. The details of equipment along with specification and scope of training equipment is given in **Annexure I** of this agreement.
2. **MEI** had provided necessary programming software for simulation/ programming of training equipment. It is agreed that the software will be strictly used only for student training, learning / demonstration within the premises of the **PEC**. The institute is not allowed to make copy or circulate this software without written consent from **MEI**. **PEC** will ensure that the equipment/ technologies/ software/ training being procured by them from **MEI** will not be used directly or indirectly in relation to nuclear, chemical or biological weapons or missiles.

3. **Confidentiality**

- 3.1 Any and all provisions of this AGREEMENT shall be treated by both parties as confidential and will be disclosed to students, **PEC** designated staff and

W-T [Signature]

[Signature]

representatives of either party only on "need to know" basis and to the extent necessary for the performance of this AGREEMENT. **PEC** shall not disclose any of the provisions of this AGREEMENT to any third party without the prior written consent of **MEI**.

3.2 **PEC** shall maintain confidential any and all business and technical information furnished to **MEI** under this AGREEMENT (hereinafter referred to as "Confidential Information"). **PEC** shall not, without the prior written consent of, in any manner whatsoever disclose or communicate to any third party any Confidential Information, and **MEI** shall exert its reasonable efforts to prevent the unauthorized disclosure, communication, or use of such Confidential Information.

3.3 In the event that the disclosure of Confidential Information is required by court order, **PEC** shall promptly notify **MEI** of such court order in which disclosure is sought. In the event that it is unable to obtain a protective order, then **PEC** shall disclose such portion of Confidential Information that is legally required to disclose, provided, however, that it shall use its best efforts to ensure that such Confidential Information will be treated as confidential.

3.4 **PEC** shall use Confidential Information only for the purpose of this AGREEMENT. Upon the expiration of Term or termination of this AGREEMENT, or upon **MEI** request, whichever is sooner, **PEC** shall immediately cease all use of Confidential Information and shall, within two (2) weeks thereafter, return to **MEI** or destroy all Confidential Information in its possession subject to **MEI** instruction.

4. **PEC** will not make any payment to **MEI** for the training Equipment, it is understood that **MEI** has voluntarily come forward to place its Equipment at **PEC** to facilitate the institute for conducting training to the students.

5. The Equipment will be placed at **PEC** for duration mentioned in Cl. No. 16. The dedicated space / section for Equipment will be provided by the College and **MEI** contribution will be displayed at respective equipment /dedicated space.

6. The Equipment will be delivered, installed and commissioned at **PEC** by **MEI**.

7. **MEI** will continue to retain full title to the equipment while it is at premises at **PEC**

8. The operation, maintenance and upkeep of the equipment in good condition will be the responsibility of **PEC**
9. **PEC** will designate qualified staff to operate the equipment for training and demonstration purposes.
10. **PEC** will be responsible for the proper and safe operation of the equipment.
11. Any equipment failures/repairs/spare parts shall be set right or replaced free of cost, by MEI's Servicing Department. However if during servicing, it appears that such failure / damage occurred directly on account of wrong usage / mishandling by any Student / faculty member of **PEC** then all cost shall be borne by **PEC** MEI shall report with reasons along with estimated cost to **PEC** for further necessary instructions. The necessary parts / Equipment shall be provided by MEI only against payment of estimated cost from **PEC**. The College shall ensure that the equipment installed at the premises shall not be used for any unlawful, illegal or prohibited purpose.
12. **PEC** shall take the comprehensive insurance coverage for the said equipment at its own costs to cover the accidental damage from fire, burglary, etc. if happened within the premises of **PEC** and shall indemnify MEI the cost of such equipment's.
13. **PEC** acknowledges that this Agreement does not grant any right or title of ownership to **PEC** in MEI's intellectual property unless specifically provided in this Agreement. **PEC** shall not use MEI's or its affiliates' or Group Companies' Corporate name, trade-marks, emblems, specification, designs, models or logo without MEI's prior written consent. All or any intellectual property rights in the Software, products, design and or campaign shall at all times remain the property of Mitsubishi Electric Group Companies and **PEC** shall have no claims on the same under any circumstances whatsoever and vice a versa.
14. Logos of **MEI** will be included on all programs handouts / catalogues where in this equipment is directly / indirectly utilized, acknowledging **MEI**'s sponsorship of the facility, by **PEC** subject to **PEC** shall before imprinting the Logo of **MEI** on any handouts / catalogues take prior approval, to comply with **MEI** corporate logo guidelines.
15. Contribution of the equipment will be acknowledged through display boards at the respective equipment by **PEC**

KT

20. Conflict of Interest

PEC has not any relationship with any employee of Company or their family members or friend and not aware of any conflict of interest between its duties to the Company or between the PEC and Company Interest. In the event that any conflict arises or in the event of any material change in the information, PEC will notify in writing to the Company of such circumstances and discuss with the Company in the manner in which it proposes to address the same.


21. Indemnity

PEC hereby indemnifies and shall keep indemnified the Company ("MEI") and its respective officers, directors, employees, successors and permitted assigns, harmless from and against all losses arising from, in connection with or relating to losses, damages, and other actions and / or allegations including attorney fees or claims demand, proceeding of third party claims based upon any

- a) Acts or omission or negligence or wrongful handling of equipment by PEC and/or personnel/staff, students causing injury to any third party.
- b) Arising out of any actual or threatened breach by PEC or its staff or representative of its confidentiality obligation under this agreement.
- c) Any loss or damage that MEI may suffer due to theft, misplacement, misuse of the equipment given under this agreement.
- d) Any actual, alleged threatened or potential violation or contravention of any laws by PEC or its personnel.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and the year first above written.

For
Mitsubishi Electric India Pvt. Ltd.


Mr. Kazuhiko Tamura
Managing Director



For
Punjab Engineering College
(Deemed To Be University)

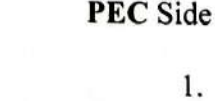


Prof. Baldev Setia
Director

WITNESSES:

MEI Side

1. 

PEC Side

1. 

(Puneet)
Nodal officer


Professor & Head
Electrical Engineering Department
Punjab Engineering College
(Deemed to be University)
Chandigarh

Annexure I to the agreement between MEI and PEC dated _____

Below equipment have already been supplied to PEC in pursuance of agreement dated 10th September 2015

Specifications and features of QPLC & FX PLC Training Setup:

Q PLC Training Set up

No.	Product name	Model	Quantity	Total
1	Universal model QCPU	Q03UDECPU	1	4,23,500.00
2	Main base unit	Q38B	1	
3	Power supply module	Q61P	1	
4	CC-Link system master / local module	QJ61BT11N	1	
5	DC input module	QX81	1	
6	Transistor output module	QY41P	1	
7	Analog-digital converter module	Q64AD	1	
8	Digital-analog converter module	Q64DAN	1	
9	High speed counter module	QD62	1	
10	Manual Pulse Generator (Encoder)	MR-HDP01	1	
11	40 Pin Connector	A6CON1	2	
12	Remote Input Module, 8 point	AJ65SBTB1-8D	1	
13	Remote Output Module, 8 point	AJ65SBTB1-8T	1	
14	CC-Lin Cable (meter)	FANC110SBH	2	
15	I/O simulator		1	
Total Kit Cost				4,23,500.00

B FX PLC Training Setup

No.	Product name	Model	Quantity	Total
1	FX3G series PLC with 40 I/O	FX3GE- 40MR/ES	1	1,92,000.00
2	GT14 series HMI	GT1455-QTBDE	1	
3	I/O simulator		1	
Total Kit Cost				1,92,000.00

C Mitsubishi FA Training Equipment

No	Name of Kit	Quantity	Unit Price	Total
1	Q PLC Training Setup as per A	1	4,23,500.00	4,23,500.00
2	FX PLC training Setup as per B	1	1,92,000.00	1,92,000.00
3	iQ Platform Programming Software	1	2,08,300.00	2,08,300.00
Grand Total of Complete offer				8,23,800.00

(In words Rs. Eight lacs Twenty Three Thousand and Eight Hundred only)

For
Mitsubishi Electric India Pvt. Ltd.

Mr. Kazuhiko Tamura
Managing Director



For
Punjab Engineering College
(Deemed To Be University)

Prof. Baldev Setia
Director

(Handwritten signature)