



THE ADMINISTRATION OF UNION TERRITORY OF LADAKH
LADAKH AUTONOMOUS HILL DEVELOPMENT COUNCIL KARGIL
OFFICE OF THE PRINCIPAL GOVERNMENT DEGREE COLLEGE KARGIL (LADAKH)



Phone No: 01985-233374, E-mail Id: principal_gdck@rediffmail.com
Website: <https://www.kargilcollege.net>, <https://www.gdckgl.net>



Action Plan on Gender Sensitization for the year 2022-23

- Interactive workshops with women Delegates from different fields
- Renovation of Girls Hostel
- Residential Swalambam Silia capacity-building programme for students
- Participation of girl students in Republic Day Parade
- Celebration of International Women Day
- Gender Sensitization programmes for both male and female students

Convener
IQAC

Principal
Govt. Degree College
Kargil (Ladakh)

Minutes of the Meeting

On 19th of Sept. 2022, a meeting of the Cultural Seminar Committee was held in the staffroom. Mr. Sajjad Hussain, convener presided the said meeting in the wake of visit of the Women delegates from the Northern Power Grid to interact with the students and to appraise them with the women empowerment and various career options in the Power Grid Corporation India.

- To facilitate the women delegate from the Power Grid going to visit GDC Kargil on 22nd Sept to interact with students and faculties of the college.
- Interactive session was decided to conduct in the seminar hall to accommodate maximum students.
- For the benefit of the students in deciding various career opportunities the members of the cultural committee decided to mobilize maximum students

Members:

Mr. Sajjad Hussain (Convener)

Mr Javed Mohammad


Ms. Tsetan Dolkar


Ms. YsewangLhamo

Press Release

On 21st of September, 2022 women delegates from Power Grid Corporation of India limited Northern Region II visited Govt Degree College Kargil to interact with the students and faculty members. The program started with the welcome speech by in-charge Principal Dr. Javed Iqbal followed by video screening about the women engineers and their role in Power Grid Corp. The theme of the discussion was women empowerment and delegates shared their stories and address the students, especially girls to overcome their challenges and fear in the course of choosing career and other decisions in life. Hundred students and faculties engaged in a lively interactive session and exchanged their views and ideas. The program was moderated and concluded with vote of thanks by Tsetan Dolkar Assist Professor member culture and seminar committee.



Special Cell for Women

(SUPPORTED BY NATIONAL COMMISSION FOR WOMEN, GOVT OF INDIA)

To
The Principal
Govt. Degree Collage kargil
Distt. Kargil, UT Ladakh.

NO:- scw/23kg12022

DATE:- 27/09/2022

Subject: - Proposal on the awareness programme on gender sensitization and women legal rights and about the service of Special Cell for Women- supported by National Commission for Women, GoI & implemented by Tata Institute of Social Science within Police system.

Dear Sir,

Reference to the subject cited above, we would like to inform you that Special Cell for Women has been established in district Kargil under the "Violence-Free Home – A Woman's Right" a project supported by National Commission for Women, Govt. of India and implemented by Tata Institute of Social Science, Mumbai with support of Police & Social Welfare department of UT of Ladakh. The aim of this project is strengthened Police System response to gender-based violence in both public & private life, by empowering women to access all types of support & justice. This Cell is functional at Kargil Police Station since November 2021. Two professional Social Workers are placed to provide quality psycho-social -legal services to violated women. Apart from this, Special Cell undertakes a number of interventions at grassroot level & various stakeholders to do some preventive work and create awareness among the women, professional group, student general public & children about the issue of violence against women & children.

In this concern, we hereby request you to organise an awareness programme on mutually convenient date at this institution to orient students about the gender-based violence, women legal rights & the services available to deal with the issues of violence against women and the services provided by the Special Cell.

We look forward to your positive response in this regard.

Thank you and Sincerely

Social worker
Special Cell for women
Kargil Police Station
PH.NO:-01985-232202,

EMAIL:-SCWKARGIL@GMAIL.COM



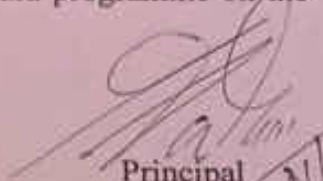
THE ADMINISTRATION OF UNION TERRITORY OF LADAKH
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OFFICE OF THE PRINCIPAL GOVERNMENT DEGREE COLLEGE
KARGIL (LADAKH)
NAAC ACCREDITED "B"
Phone No:-01985-233374
E-mail Id:-principal_gdck@rediffmail.com



No: GDC-K/Estt-1/2022
Dated: 21-11-2022

ORDER

In pursuance to Special cell for women Kargil Police station letter No: SCW/23Kgl/2022 dated: 27-09-2022 regarding an awareness Programme on Gender **sensitization and women legal rights** in collaboration with Grievance Redressal/Anti Ragging /Prevention of Sexual Harassment committee GDC Kargil on 23rd of November 2022 at Seminar Hall GDC Kargil, all HoD's, are directed to mobilize their students to participate in the said programme on the said time and date.


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Govt Degree College
Kargil
21/11/22

Back

Department's post



Department of Information & Public Relations, Kargil, Ladakh

Nov 23, 2022

PRESS RELEASE

GDC Kargil organises awareness program on gender sensitization, women equal rights, domestic violence

Kargil, Nov 22, 2022: Grievance and Redressal/Anti Ragging/ Prevention of Sexual Harassment Cell, GDC Kargil in collaboration with Special Cell for Women Police Station Kargil today organized a day long awareness program on gender sensitization, women legal rights and domestic violence.

Aarti Chandershekar from Tata institute of Social Sciences Mumbai, was the lead resource person on the occasion.

The program started with welcome address by incharge Principal, Dr. Javed Iqbal.

Group discussions were highlights of the event in which student participants were asked about the expectations from men and women in the society.

Mohd Javad, Assistant Professor conducted the program proceedings while Khadim Hussain, Social Worker Special Cell for Women, Police Station Kargil presented vote of thanks.

You, Delawar Ibn Khalo and 6 others

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GDC Kargil organises awareness program on gender sensitization, women rights, domestic violence



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IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS

- a) "Usha Silai School" shall mean a school for teaching girls and women in the village to sew. This school shall be operated and maintained by a Woman Entrepreneur using UIL sewing machine(s).
- b) "Usha Silai School Project" shall mean the setting up of USHA Silai Schools in villages all over India with a capacity to teach at least 20 women per school in a year, how to sew using USHA sewing machines.
- c) "Woman Entrepreneur" is the person responsible for operation and maintenance of USHA Silai School and is willing to teach women to sew. It is specifically agreed and understood that the Woman Entrepreneur is an independent person and nothing in this Agreement shall be construed to give rise to any employer-employee relationship between UIL, Service Provider and her.
- d) "Equipment" shall mean the Sewing Machine and its service manual in vernacular, Syllabus in vernacular, Attendance Register, Signage, Certificate training material provided by UIL.

2. ROLE OF Principal Government Degree College Kargil

1. Support in selection of villages suitable for the Silai School programme.
2. Obtain consent from the potential woman entrepreneur for her house to be used for running Usha Silai School.
3. Ensure proper maintenance of the Usha Silai School.
4. Be the interface between UIL and the village community
5. Facilitate in establishing a rapport between UIL and the villagers.
6. Introduce UIL and the Silai School program to the villagers
7. Help in identification of Silai School teachers. Motivate women to become Silai School teachers or women entrepreneurs.
8. Take a written undertaking from the woman entrepreneur as per the format prescribed by UIL as Annexure - B of the Agreement between UIL and Service Provider.



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9. Facilitate training of women in a cluster at a common venue for training.
10. Arrange for training venue and manage logistics.
11. Facilitate Silai Schools to meet efficiency parameters as mentioned by UIL.
12. Ensure the woman entrepreneur teaches at least 20 women/girls as per the given UIL syllabus.
13. Mobilize the village women and girls to come to the Silai School for learning.
14. Monitor the progress of the program and communicate the same to UIL through regular reports.
15. Help UIL in organizing village level events and activities for increasing the popularity of the program.
16. In case the woman entrepreneur is not able to dispense her responsibilities well, service provider should help locate and establish another Silai School in the same cluster.
17. Service provider will work on the expansion of the Silai School network by establishing Satellite Silai School in the neighboring villages.
18. Service provider will motivate at least 2 learners of the existing Silai School to facilitate the process of opening Satellite Silai schools (SSS) in the neighboring villages.

3. ROLE OF USHA

1. Conduct sewing training for the woman entrepreneurs.
2. Develop course for sewing learners from the village.
3. Provide training on Sewing Machine servicing.
4. Monitoring of USHA Silai Schools by UIL staff.
5. UIL agrees to sponsor the cost as detailed in Annexure – C of the Agreement between UIL and Service Provider.

4. SUPPLY OF SEWING MACHINE

The Sewing Machine USHA Tailor Pro in 25 Nos shall be supplied by UIL at the locations mutually agreed between the parties, whereupon the risk of Sewing Machine shall stand transferred to Service Provider once the Sewing Machines have been duly received by the Service Provider i.e. delivered at the locations by UIL. Notwithstanding anything contained in this Agreement, the risk of loss of the Sewing Machine shall be passed and transferred to Service Provider upon delivery of the Sewing Machine. The Sewing Machines shall be installed at the locations by the technician of UIL in presence of Service Provider official. Upon installation of the Sewing Machine, if any damaged part is found by UIL, it shall be replaced, on free of cost basis, by UIL.



Signature

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5. OWNERSHIP OF EQUIPMENT

The Equipment as defined in this Agreement provided by UIL to the Service Provider usage by the Women Entrepreneur, shall be the property of UIL. Further, Service Provider shall be under an obligation to take a written undertaking from the Woman Entrepreneur as per the format prescribed by UIL attached as Annexure B.

6. TERM AND EXTENSION

6.1 This Agreement shall be valid for a period of One (01) year commencing from 01/08/2022 to 31/07/2023.

6.2 The term of this Agreement may be extended further for such period as may be agreed upon between the Parties on mutually agreed terms and conditions.

7. COSTS

Following cost associated with setting up of the USHA Silai School Project shall be borne by UIL – Cost related to UIL Trainer, Program Coordinator, Technician, travelling, boarding, lodging and Equipment.

8. SCHEDULE OF ACTIVITIES

8.1 The timelines for various activities for implementation of the Project are agreed as follows:

S.No	Activity	Responsibility	Time Line
1.	Signing of Agreement	UIL & Service Provider	01/08/2022
2.	Finalizing the villages	UIL & Service Provider	05/08/2022
3.	Finalizing the woman entrepreneurs	UIL & Service Provider	10/08/2022
4.	Training the woman entrepreneurs	UIL & Service Provider	19/08/2022
5.	Starting the Silai schools	UIL & Service Provider	27/08/2022

8.2 The above activities shall be completed not later than 12 months from date of signing the Agreement.

8.3 Any change in the above time lines will have to be mutually agreed in writing by the parties at least 2 weeks prior to the concerned timelines.



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9 SCHEDULE OF RELEASE OF PAYMENTS

- 9.1 The Cost to be borne by UIL in respect of training services shall be Rs. 2,58,750 /- (Two Lac fifty eight thousand seven hundred fifty only) excluding GST, as specified in Annexure C.
- 9.2 The schedule for release of payment by UIL of Rs. 2,58,750 /- excluding GST shall be as hereunder through electronic means or cheque:

S no.	Payment to be made by UIL (%)	Amount (INR) (Excluding GST)	Pay by Date
1.	1 st Instalment of 60%	1,55,250	Within 01 month of signing of the Agreement
2.	2 nd Instalment of 20%	51,750	Upon completion of 6 months of implementation of Usha Silai School Project
3.	3 rd and Final Instalment of 20%	51,750	Upon completion of agreement and submission of Usha Silai School Project completion report.
	Total Cost	2,58,750	

9.3 Service Provider will submit a GST complied tax invoice in the form and manner prescribed under the Rules made under the GST law containing all the particulars mentioned therein having serial number on financial year basis for their claim. In the event if the Service Provider fails to provide the invoice in the form and manner prescribed under the GST Act, UIL shall not be liable to make any payment against such invoice. The invoices are to be raised on Usha international limited, Plot no 15 sector 32 Gurgaon 122001, GST no 06AAACT0066A1Z1.

9.4 In case Service Provider, turnover is less than Rs 20 Lacs in a year, Service Provider can raise the invoice as unregistered dealer. However, in the event the invoice issued by the Unregistered Service Provider is not GST complied tax invoice, UIL shall not be liable to make any payment against such invoice. UIL shall however, discharge its liability through Reverse Charge Mechanism. The Service Provider shall hold UIL, harmless and indemnified



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against any penal consequences or otherwise which may arise due to its non-compliance of any applicable provisions of GST Act and Rules made thereunder.

9.5 All applicable taxes, payments to staff and employees of Service Provider shall be to the account of Service Provider and UIL shall not be held liable in any manner whatsoever for the same.

9.6 If the payments made to the Service Provider are liable to Tax Deducted at Source ("TDS") under the Income Tax provisions, UIL would deduct TDS from the payment being made to the Service Provider, where applicable as per Income Tax law. TDS Certificate or any other document as prescribed under the Income Tax Law would be issued by UIL.

10 SIGNAGES AND CERTIFICATES

UIL shall incorporate the appropriate branding as "USHA", in signages, certificate and any other thing as it deems appropriate.

11 TERMINATION AND ITS CONSEQUENCES

11.1 If at any time either party is unable or unwilling to continue with the Agreement, then the concerned party agrees to notify the other party in writing and on completion of ninety (90) days after such written notification. This Agreement shall be automatically terminated if a defect has been identified by UIL and the defect remains uncured for a period of 60 days after giving a written notice to the Service Provider.

11.2 Upon the expiry/early termination of this Agreement for any reason whatsoever, Service Provider shall forthwith:

- a. Cease using in the course of its business and at all times trade names, trademarks, Product names, symbols, logo or slogans owned or adopted exclusively by UIL;
- b. Deliver to UIL (without retaining copies) all material related to training which may then be in the possession or under the control of Service Provider or return the remaining unutilized material to the authorized representative of UIL i.e. Regional Manager of UIL;
- c. Cease to represent itself as being in any way associated with UIL and vice-versa.

11.3 Notwithstanding clause 11.1, 11.2 above, in the event any Woman Entrepreneur is unable to operate her USHA Silai School to UIL's satisfaction, UIL shall at its sole discretion be entitled to, with a week's prior written notice to Service Provider, terminate the



Signature

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arrangement with the said non-performing Woman Entrepreneur. No expenses whatsoever will be payable by UIL to Service Provider in connection with the termination of the arrangement with the non-performing Woman Entrepreneur.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Service Provider agrees and acknowledges that UIL is the exclusive and lawful owner of all right, title and interest in the training modules/course syllabus on cutting and tailoring, embroidery and servicing under this Agreement which shall remain the exclusive property of UIL.

12.2 It is furthermore explicitly clarified by and between the parties hereto that, by virtue of the present Agreement, UIL shall allow limited usage of its Brand name and /or its trademarks by Service Provider for the limited purposes of this Agreement. Under no circumstance the same shall be construed to mean the grant of any rights by UIL to Service Provider over its brand name and/or its trademarks together with any adoption and / or any other Brand Name of Party of the First Part, and the same shall, notwithstanding anything contained anything in this Agreement, always remain the sole property of UIL.

Further, except as provided for in this Agreement, neither party shall acquire any right to use, and shall not use any intellectual property right such as the names, characters, artwork, designs, trade names, trademarks, copyright or service marks or any other intellectual property rights of each other (hereinafter collectively referred to as 'IPR') without prior written permission of each other. The training material shall always be and remain the sole property of UIL, copyright of which shall remain with UIL.

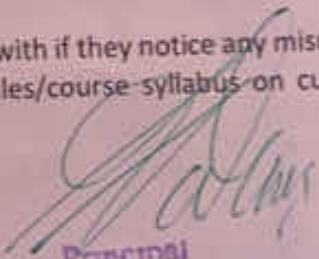
12.3 Each party shall be responsible for keeping its respective property insured against theft, damage and all other risks and costs.

12.4 Service Provider agrees and acknowledges that it shall not have any right to reproduce, make copies and/or in any manner part permission/transfer to itself or any other party, the training modules/course syllabus on cutting and tailoring, embroidery and servicing under this Agreement unless it has taken a prior written permission from UIL for commercial purposes. Any violation of this clause shall be treated as material breach of this Agreement giving rights of termination to UIL. Such termination rights as aforesaid shall be without prejudice to the UIL's other rights or remedies under this Agreement or under law.

12.5 Neither UIL nor Service Provider shall have the right to register the other's brand name or trademark for any purpose whatsoever.

12.6 Service Provider agrees to intimate UIL forthwith if they notice any misuse/infringement of the USHA brand and/or UIL training modules/course syllabus on cutting and tailoring, embroidery and servicing.




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12.7 USHA Trademark/Logo and the copyright in the sewing machine content, whether available on any digital platform or otherwise shall vest solely and exclusively in UIL and UIL shall always be the First owner of the copyright related thereto.

12.8 Service Provider agrees not to create any adaptation or abridgement of the Digital Sewing Content or reproduce or indulge in colorable imitation of the Digital Sewing Content in any material form.

13. CONFIDENTIALITY

Both the Parties undertake and agree to:

- I. only use, copy or otherwise replicate the Confidential Information (including but not limited to all information marked "Confidential" by either party) for the purposes envisaged under this Agreement and not to use the same for any other purpose whatsoever;
- II. ensure that only those of its officers and employees who are directly concerned with carrying out of this Agreement have access to the Confidential Information on a strictly applied "need to know" basis and are informed of the secret and confidential nature of it;
- III. keep the Confidential Information secret and confidential and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed the same to any third party for any reason without the prior written consent of the Disclosing Party.

The obligations of confidentiality referred to above shall not extend to any Confidential Information which:

- (a) is or becomes generally available to the public otherwise than by reason of breach by a Recipient Party of the provisions of this Clause;
- (b) is known to a Recipient Party and is at its free disposal (having been generated independently by the Recipient Party or a third party in circumstances where it has not been derived directly or indirectly from the Disclosing Party's Confidential Information);
- (c) is subsequently disclosed to the Recipient Party without obligations of confidence by a third party owing no such obligations to the Disclosing Party in respect of that Confidential Information;
- (d) is required by law to be disclosed (including as part of any regulatory submission or approval process) and then only when prompt written notice of this requirement has been given to the Disclosing Party so that it may, if so advised, seek appropriate relief to prevent such disclosure provided always that in such



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circumstances such disclosure shall be only to the extent so required and where practicable shall be subject to prior consultation with the Disclosing Party with a view to agreeing timing and content of such disclosure.

The obligations of the Parties under this Clause shall survive the expiration or termination of this Agreement for whatever reason.

14. INDEMNITY

- 14.1 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Service Provider is denied by the tax authorities to UIL on any account whatsoever, UIL shall be entitled to recover such amount from the Service Provider by way of adjustment from the subsequent invoice(s). In addition to the amount of GST, UIL shall also be entitled to recover interest at the rate of 24% and penalty, in case any penalty is imposed by the tax authorities on UIL by way of adjustment from the subsequent invoice(s).
- 14.2 In the event that the Service Provider does not deposit the GST charged on the invoice issued to UIL for any reason whatsoever or the compliance rating prescribed under the GST Laws falls below the rating as stipulated by UIL, for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Service Provider shall be liable to pay such damages as may be reasonably estimated by UIL. Such termination rights as aforesaid shall be without prejudice to UIL's other rights or remedies under this Agreement or under law.
- 14.3 Either party shall not be liable, whether in law or in contract, in negligence, in tort, statute, under a theory of strict liability or other legal theory or otherwise, for any act of omission or commission whether on account of willful default or negligence of the other party or otherwise.
- 14.4 Service Provider agrees to defend, indemnify and hold harmless UIL and its assignees, agents against all claims, demands, losses, liabilities, costs and expenses due to Service Provider's or its employee or representative's breach of a representation, warranty or confidentiality or compliance with applicable laws or covenant herein, including and without limitation loss of goodwill and reputation of UIL, arising out of the performance, or failure to perform, by Service Provider, its subcontractor/s or its employee, agents or representatives of any of them, under this Agreement.
- 14.5 In the event of any claim arising out of this Agreement by any trainee or employee of Service Provider and/or Third Party against UIL, Service Provider shall keep UIL harmless and indemnified against all such costs and / or liabilities arising out such



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claims and thereupon UIL shall have all rights to recover the said costs and / or liabilities incurred by UIL from Service Provider.

15. LIMITATION OF LIABILITY

UIL's cumulative liability arising from or relating to these terms, whether in law or in contract, in negligence, in tort, statute, under a theory of strict liability or other legal theory or otherwise, will be Nil, under the terms of this Agreement.

16. GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India.

- a. Any dispute between the parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by Service Provider or UIL, shall be resolved by arbitration by a single arbitrator to be mutually appointed by Parties. In case, Parties fail to appoint any arbitrator, the appointment will be made in terms of Arbitration and Conciliation Act, 1996.
- b. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or any enactments in substitution thereof.
- c. The venue of the arbitration proceedings shall be at Delhi.
- d. The award of the arbitrator shall be final and binding upon the Parties and non-appealable and the Parties agree to be bound by the same and the successful Party may seek to enforce the same in a court having jurisdiction.
- e. Subject to the foregoing, the parties submit themselves exclusively to the jurisdiction of competent courts at Delhi.

17. MISCELLANEOUS

- 17.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and duly permitted assigns. Service Provider shall not, without prior consent of UIL assign this Agreement or any of its rights or obligations hereunder to any third party. Any such purported assignment shall be void.
- 17.2 Severability. The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions. The Parties shall use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 17.3 Headings. The headings contained herein are for reference only and shall not affect in any way the meaning and interpretation of the terms and conditions set forth herein.
- 17.4 Notices. All notices, except for invoices which should be sent to the address above, required or permitted under this Agreement shall be in writing and shall be deemed given (a) when delivered personally or sent through email, (b) when sent by confirmed fax, (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a commercial overnight carrier, with



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written verification of receipt. All communications must be sent to the addresses below or any other address as may be designated by giving written notice to the other Party.

To USHA: Usha International Limited Attn: Ms. Mary Rupa Tete Plot no.15, Sector-32, Gurgaon-122 001 Haryana e-mail ID: rupa.tete@usha.com	To PGDCK Principal Government Degree College Kargil Attn: Dr. Amina Qari Baghe Khumeni, Kargil Pin code: 194103 E-mail ID: principal_gdck@rediffmail.com
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17.5 Force Majeure.

- a. A Force Majeure event means an event beyond the control of parties, which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable judgment such as:
- Notified disaster or natural disaster or extreme natural event such as floods, major earthquake, hurricane, major lightning, or events of similar nature;
 - War, invasion, act of foreign enemies, extensive military mobilization, riots, act(s) of terrorism, explosions or events of similar nature;
 - Threatened or actual acquisition, demolition, requisition of Premises by the Government or any local body or authority under any act or rule (without any default on part of parties);
 - Plague, epidemic, pandemic, natural disaster or extreme natural event including but not limited to tempest, lightning, rioting or by any other irresistible force;
 - Promulgation of any order, notification etc., by the Government to control and/or contain the plague, epidemic and natural disaster or extreme natural event including but not limited to evacuations and quarantine restrictions etc.;
 - Any other event of nature or kind as mentioned above that directly hinders or prevents the Parties from performing its obligations.
- b. In the event, Service Provider is not able to perform its obligations under this Agreement because of the happening of any of the above event, it shall
- promptly notify UIL of the event and its likely consequences;
 - state whether, and to what extent, the delay or interruption is, or is expected to be, caused by a Force Majeure Event;
 - to the extent that the Service Provider is reasonably aware, provide details of the delay or interruption and expected duration; and
 - use its reasonable efforts to perform in the best possible way to mitigate the situation.



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- c. If, during the impact of a Force Majeure Event, Service Provider can still perform its obligations under this Agreement, then Service Provider shall act in good faith and continue carrying out its obligations.
- d. If due to the occurrence of the any of the above-mentioned Force Majeure event(s), there is a delay/non-performance on part of UIL in performing its obligations under the Agreement, UIL shall not be liable for any loss caused to Service Provider on account of such delay/non-performance.
- e. Both Parties agree that they shall endeavor to remove or remedy their hindrance as soon as possible and perform their respective obligations.
- f. If the Force Majeure event continues to operate for a period exceeding 60 days, the Agreement may be terminated at the sole option of UIL.
- 17.6 No Waiver – No indulgence, delay or failure on the part of either party in exercising any right conferred upon such party in terms of this Agreement shall constitute a waiver or novation of any such right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right under this Agreement. Any waiver of any right under this Agreement by either party must be issued in writing to the other party.
- 17.7 Survival – The termination or expiration of this Agreement shall not in any way whatsoever discharge, affect or otherwise modify the rights and/or obligations of the Parties established or incurred prior to the termination or expiration thereof. Outstanding Request for Goods and their warranty obligations shall survive the termination of this Agreement unless UIL cancels the Request for Goods.
- 17.8 Entire Agreement – This Agreement, including all Exhibits, Attachments, and any Request for Goods issued hereunder, constitutes the entire agreement between the Parties in connection with the subject matter hereof. All previous documents, undertakings and agreements, whether verbal, written or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled or superseded and shall not affect or modify any of the terms or obligations set forth in this Contract, except as the same may be made part of this Contract in accordance with its terms. No oral or written modification, amendment, rescission, waiver or other change of this Contract or any of its terms or provisions shall be validly or legally binding on the Parties, unless made in writing, and duly executed by or on behalf of both Parties, including without limitation, any purported modification, amendment, rescission, waiver or other changes of this Clause itself.
- 17.9 Conflicting Terms. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any other document, including Service Provider's terms of sale, invoices, or preprinted terms on a Request for Goods, the Exhibits listed herein, or any additional terms contained in any of the foregoing documents, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein.



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Principal
Govt. Degree College
Kargil (Ladakh)

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and
The Parties hereto have caused their representative duly authorized for that purpose to sign and execute this Agreement and affix hereto their seals on the dates and in the year hereinabove written.

For Principal Government Degree College Kargil

Dr Amina Qari


Principal
(Authorized Signatory)
Govt. Degree College
Kargil (Ladakh)

In the presence of Witnesses:

Name of Witness
(Designation)


Dr. JAVED M. NOBAL

Coordinator


LADAKHI CRAFT AND DESIGN SKILL CENTRE
GDC KARGIL

For Usha International Ltd.

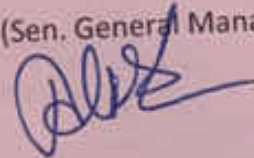
Vinod Mahajan


(Authorized Signatory)

In the presence of Witnesses:


Alok Shukla

(Sen. General Manager, Usha)



(LIST OF VILLAGES FOR SETTING UP SILAI SCHOOLS)

S.NO	Village	Block	District	UT
1	Minjee Gramthang	Kargil	Kargil	Ladakh
2	Shargole	Shargole	Kargil	Ladakh
3	Poyen	Kargil	Kargil	Ladakh
4	Wakha	Shargole	Kargil	Ladakh
5	Karkit	Kargil	Kargil	Ladakh
6	Tumail	Soudh	Kargil	Ladakh
7	Fokar	Shargole	Kargil	Ladakh
8	Pashkum	Kargil	Kargil	Ladakh
9	Chanigund	Kargil	Kargil	Ladakh
10	Tesboo	Drass	Kargil	Ladakh
11	Hagnis	Chiktan	Kargil	Ladakh
12	Barchey	Soudh	Kargil	Ladakh
13	Barsoo	Barsoo	Kargil	Ladakh
14	Faroona	Sankoo	Kargil	Ladakh
15	Parkachik	Taisuru	Kargil	Ladakh
16	Hardass	Kargil	Kargil	Ladakh
17	Kanoor	TSG	Kargil	Ladakh
18	Choskore	Kargil	Kargil	Ladakh
19	Tacha	Lochum	Kargil	Ladakh
20	Throngous	Bhimbet	Kargil	Ladakh
21	Andoo	Kargil	Kargil	Ladakh
22	Thasgam	Bhimbet	Kargil	Ladakh
23	Main Kargil	Kargil	Kargil	Ladakh
24	Darket	Lochum	Kargil	Ladakh
25	Main Drass	Drass	Kargil	Ladakh



Signature

Signature
Principal
Govt. Degree College
Kargil (Ladakh)

Budget for the implementation of the 25 SIDBI Silai School

Sr. No.	Main Particulars	Frequency	Days	Unit Cost	Without GST
1	Food for 25 WE for 9 days	25	9	225	50625
2	Boarding charges. Stay arrangement for 25 women including bedding, venue hall for training etc.	25	9	225	50625
3	Traveling allowance for 25 women (for the participants to come to venue and to go back with their sewing machines) 2 trips to and fro	25	2	125	6250
4	NGO Monitoring cost for 12 months for 25 Silai Schools	25	1	5500	1,37,500
5	Monthly Monitoring & Tracking, Book Keeping, Accounts, Reporting, Telecom & Internet etc.	25	1	550	1,3750
	Total for 25 WE				2,58,750

(Rupees Two Lac fifty-eight thousand seven hundred fifty Only)



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Principal
Govt. Degree College
Kargil (Ladakh)