M/S DIVYA WASTE MANAGEMENT CO.

Village Shahpur, Distt. Jind, Haryana

662 Email : divyawastemanagement@gmail.com

A G R E E M E N T

This agreement entered into on this.....1ST.....day of.....APRIL.....year.....2024.....in Haryana

BY AND BETWEEN

Divya Waste Management Co., Village Shahpur, Distt Jind(hereinafter referred to as "Service Provider" which expression shall, unless contrary to and/or repugnant to the context mean and include its successors representative and permitted assigns etc.) through Sh.....MR. RAJ KUMAR, MANAGER.....to enter into and sign this Agreement for and on behaf of the Service Provider of the ONE PART

AND

.....PRIMSR HOSPITAL (SRM EDU & RES. INSTITUTE).....

.....SRM UNIVERSITY, 39, RGEC, RAI, SONIPAT HARYANA-131029.....

(Hereinafter referred to as "Waste Generator" which expression shall, unless contrary to and/or repugnant to the context mean and include its successors representatives and permitted assigns) through Sh.....PROF. V. SAMUEL RAJ it's .....REGISTRAR.....of OTHER PART.

WHEREAS

1. **The service providers has been selected and duly authorised by the Haryana State Pollution Control Board(HSPCB), under rule 8(4) of the Bio-medical waste (Management & Handling Rules 2016) for operating a facility for the Collection Reception, Treatment, Storage, Transportation and Disposal of Bio-Medical Waste.**

2. **The Service Provider with its OWN INFRASTRUCTURE at Village Shahpur, Distt. Jind(Haryan) to operate and maintain the Incinerator and Autoclaver/Shredder for the service fo Health Care Industries.**

3. **The Waste Generator is desirous of out sourcing the disposal of it's Bio-Medical Waste and has approached the Service Provider for it's services in this connection.**

NOW THIS AGREEMENT witnesseth the following terms & conditions to be performed by both parties to the agreement.

1. **Service Provider will Provide the Poly Bags to Waste Generator for Collection of Bio-Medical Waste on end Point**

2. **The waste Generator will arrange collection and ensure proper segregation of only Bio-Medical Waste generated from its various departments and wards, as per the guidelines of the Bio-Medical Waste Management & Disposal Rules 2016, segregation as per details annexed.**

For Divya Waste Management Company

Auth. Signatory

Contd.....2

REGISTRAR

REGISTRAR
SRM University, Delhi-NCR Sonepat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonepat (HR.)- 131029

3. The Waste Generator will pack the segregated Bio-Medical Waste as per rules, at the collection end point, in colour coded bags lebel the said bags as per schedule IV (Rule-6) of the Bio-Medical Waste Management & Handling Rules, 2016 and keep them ready for collection by Service Provider's collection staff during 8 a.m. or any other time which may be mutually agreed upon.

4. The Waste Generator undertakes to deliver to the Service Provider only the segregated Bio-Medical Waste generated. General Waste i.e. (MUNICIPAL SOLID WASTE IS NOT BE PUT INTO THE SERVICE PROVIDERS BAGS AT ALL) For any violation of the Bio-Medical Rules in this regard the Waste Generator shall be exclusively responsible.

5. The Service Provider will require the Waste Generator's Staff to sign its. Route Chart in acknowledgement of Bio-Medical Waste handed over. The Service Provider's Staff will sign the Register to be maintained by the Waste Generator in acknowledgement of waste collected. Maintenance of the said Register by the Waste Generator is a statutory requirement and has to be compiled with.

6. The Waste Generator's responsibility will cease once the segregated Bio-Medical Waste, duly packed and labelled has been handed over to the Service Provider. It is specifically agreed and understood that compliance of the Bio-Medical Waste (Management & Handling) Rules 2016 during transportation and disposal shall be the exclusive responsibility of the Service Provider.

7. The Waste Generator will maintain with the Service Provider refundable and interest free minimum floating deposit equivalent to one month charges during the period of utilization of service.

8. The Service Provider will charge the Waste Generator, being Hospital/Nursing Home/Clinic etc.,providing.....40.....(.....FORTY).....)BED FACILITIES,Rs.....₹8/ PER BED.....(.....EIGHT RUPEES.....) per bed, per day as per the full registered capacity of the said unit, subject to a minimum of Rs.....9000/=.....(.....NINE THOUSANDS.....) per month. Accordingly the charge as per this agreement will be Rs.....8.....x.....40.....Beds x 30 Days i.e. Rs.....9000/=.....(.....NINE THOUSANDS ONLY.....) per month subject to a maximum bio-medical waste of .....360 -.....Kg.per month. Waste in excess of the said quantity will be charged @ Rs..33/- per kg extra.

9. The late fee@1.5% for the month, in which the payment is due, would be charged by the Service Provider if payment is not made within 7 days of the receipt of the bills.

10. The Service Provider can high up the Rate if the Diesel Rate high up in the middle of the year.

11. The Waste Generation will pay the amount if the authrization from HSPCB will Late for any reason.

12. The Service will be provided One time/Two time/Thrice/daily in a week.

13. Rate will be increase 20% every year.

14 (a) Minimum Rs. 150/- will be charged for dishonored cheque, if any, to meet banking and re visit service expense.

(b) In Future if Govt. of Haryana provide any guidelines then it will be valid for next period

For Divya Waste Management Company

REGISTRAR

REGISTRAR
SRM University, Delhi-NCR Sonepat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonepat (HR.)- 131029

Auth. Signatory

Contd....3

15. **Sunday / Gazetted Holiday will be our Non-Working Days.**

16. **(a) Notwithstanding the aforesaid term this agreement may be terminated by either party by giving 30 days written notice. However this requirement of 30 days notice shall not be applicable in the event the service charges are not paid by the waste generator as provided in Clause 9 of this agreement or upon the occurrence of any events the service would be suspended/terminated forthwith.**

(b) Notwithstanding the aforesaid term this :-

(1) The Service Provider will be at liberty to discontinue the sevice to the Waste Generator in the Waste Generator does not pay the service charges.

(2) The Service Provider will be within their rights to suspends the services to the Waste Generator in the event of the Waste Generator handling over un-segre gated Bio-Medical Waste.

(3) The Waste Generator shall be at liberty to discontinue the services of the service provider in the event that the Service provider fails, refuses and neglects to comply with provisions of the Bio-Medical Waste(Management & Handling) Rules 2016 during transportation and disposal of the Bio-Medical Waste except due to circumstances under force majeure clause and the circumstances beyond Service Provider's control.

(c) Upon expiry of the term or the earlier termination of this agreement, the accounts shall be settled and the refundable and interest free minimum floating deposit (Security Deposit) referred to in clause 7 above shall be returned to the Waste Generator after adjustments, if any.

17. **GST will be applicable @12% to the waste Generator Account.**

18. Neither party shall transfer and/or assign the rights granted under this Agreement without the prior intimation to and permission of the other party without obtaining a written undertaking by the proposed assignee/transferee agreeing to assume all of the said party's obligations under this Agreement and to abide by all the obligations and convenants contained herein.

19. No change or modification or waiver of any of the terms of this Agreement shall be effective unless agreed to in writing and signed by duly authorised officer of each of the parties hereto.

20. This Agreement shall be governed by the laws of Indian and shall be interprected and constructed in accordance with the laws of India and subject to the jurisdiction of Courts at Haryana alone shall have exclusive jurisdiction to try, entertain anddispose of any dispute between the parties thereto.

21. This Agreement shall bind both the parties and either party to this agreement shall not terminate this agreement without prior consent of the concerned Regional Officer Haryana State Pollution Control Board.

For Divya Waste Management Company

REGISTRAR
SRM University, Delhi-NCR Sonepat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonepat (HR.)- 131029

Auth. Signatory

Contd 4

22. All notices, requests, demands and other communications required/permitted to be given under this Agreement shall be in wirting and delivered by hand against receipt, or sent by registered mail or by telex at the following address.

Waste Generator :

Service Provider : **Divya Waste Management Co.**
Village Shahpur, Distt. Jind
Email : divyawastemanagement@gmail.com

23. The Waste Generator is responsible for maintaining the annual record of the waste generated for submiting the annual report in Form No. 11 to R.O., HSPCB. The Waste generator will also be responsible for intimating the service provider about the renewal of the agreement once the validity of the agreement is expired.

24. The Waste generator undertakes to keep the validity period of the Agreement for a minimum period of one year from the date of service as per HSPCB Rules and in between if the agreement is cancelled, they should directly intimate R.O., HSPCB with adequate reason about the cancellation of the agreement failing which all the consequences will be to the Waste generator's account.

25. The Waste Generator further undertakes to sign every page of the agreement and return the second copy of the agreement immediately to the Service provider. The Waste generator will fill up the date of service in the original copy of the agreement in the below mentioned column at clause no. 20 of the agreement after starting the waste management services by the Service provider.

26. The term of this Agreement shall be One Year commencing from 01.04.2024 and terminating on 31 MARCH 2025

Any such notice or communication shall be deemed to have been duly given and served at the date and time of (I) delivery or of first refusal of delivery. If sent by registered mail or delivered by hand; or (II) either the date sent (if sent during the receiving party's normal business hours) or next succeeding business day, if sent by e-mail.

IN WITHNESS WHEREOF, THE PARTIES HERE TO HAVE SET THEIR HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

WASTE GENERATOR

AUTHORISED SIGNATORY

STAMP

REGISTRAR
SGT University, Delhi-NCR Sonepat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonepat (HR.)- 131029

DIVYA WASTE MANAGEMENT CO.

For Divya Waste Management Company

AUTHORISED SIGNATORY

Auth. Signatory

M/S DIVYA WASTE MANAGEMENT CO.

Vill. & Post Office Shahpur, Distt. Jind Haryana
Head Office: 316, Defence Colony, Hisar.
Mob: 9992600126,9992600127

SERVICE AGREEMENT

This is in reference to the implementation of Bar Code System by all the occupier of Health Care facilities and Common Bio Medical Waste Treatment Facilities in compliance to the provision of the Bio-Medical Waste Management Rules, 2016 and as amended till date and guidelines issued by Central Pollution Control Board System regarding Bar Code System. The Bar Code System has to be adopted for the compliance of rules.

Memorandum of Understanding is executed on 1ST of APRIL, Year 2024 in between M/s Divya Waste Management Co., V.P.O. - Shahpur, Tehsil Alewa, District Jind Haryana representative through MR. RAJ KUMAR to enter into and sign this Agreement for and on behalfof the Service Provider of the ONE PART

PRIMSR, HOSPITAL AND
(SRM EDUCATION & RESEARCH INSTITUTE)
SRM UNIVERSITY, SONIPAT.
39, RGEC, RAI, SONIPAT
HARYANA -131029

Where as the First Party has developed a bar coding system to be used in Bio-Medical Waste Management (BMWM) which is being used by Common Bio Medical Waste Treatment Facilities (CBWTFs) and Health Care Facilities (HCFs) . The system consists of software as well as hardware.

The First Party showed its system to the Second Party and the Second Party has preferred to use thesystem.

The rates **Rs.** 5000+ GST @18% **/-for** 40 **bed** for utilization of QR Bar Code Stickers, Software & Server Charge,Data Backup, URL, Web Pages etc. were finalized and acceptable to both the parties.

As agreed upon by M/s Divya Waste Management Co. will provide all above services strictly incompliance to theprovisions of the BMW Rules and CPCB guidelines.

M/s Divya Waste Management Co.will provide online training for barcode system as per requirement of HCFs.

The above rates are applicable with effect from 01.04.2024 **to** 31.03.2025 It shall be reviewedby the association for a period of one year, as mutually agreed upon by all the parties.

P.T.O.

INWITNESS WHERE OF,the parties have caused this agreement to be executed as of the effectivedate.

FIRSTPARTY

FIRSTPARTY : M/s Divya Waste Management Co.

Address : V.P.O. - Shahpur, Tehsil Alewa, District Jind Haryana

For Divya Waste Management Company

Auth. Signatory

SECONDPARTY

SECONDPARTY : .....

REGISTRAR, & STAMP.

Signature :_

Stamp :

REGISTRAR
SRM University, Delhi-NCR Sonepat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonepat (HR.)- 131029

BAR CODE DETAILS :-

HCF NAME	:- PRIMSR HOSPITAL, SRM UNIVERSITY
ADDRESS	:- 39, RAJIV GANDHI EDUCATION CITY
CITY	:- RAI,
DISTRICT	:- SONIPAT
STATE	:- HARYANA
PIN CODE	:- 131029
CONTACT PERSON NAME	:- MR. JAIPAL ANTIL
MOBILE NUMBER	:- 9896133699
EMAIL	:- jaipal.antil@srmuniversity.ac.in
LONGITUDE	:-
LATITUDE	:-
AUTHORIZATION NUMBER	:-