

DIVYA WASTE MANAGEMENT CO.

Village Kandela, Distt. Jind

Email : divyawastemanagement@gmail.com

A G R E E M E N T

This agreement entered into on this 11th day of June year 2011 in Haryana

BY AND BETWEEN

Divya Waste Management Co., Village Kandela, 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. Kandela Anwar to enter into and sign this Agreement for and on behalf of the Service Provider of the ONE PART

AND

BPS Govt. med. college

Khanpur Kalan, Distt Sonapat

(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. it's of the 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 1998) 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 Kandela, Distt. Jind (Haryana) to operate and maintain the Incinerator and Autoclaver/Shredder for the service of 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. The waste ^{Handler} Generator will itself provide for all bags to be used for segregation and collection purpose.

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Medical Superintendent
Govt. Med. College

BPS Govt. Medical College For Women
Khanpur Kalan, Sonapat (Haryana)

For Divya Waste Management Co.

Auth. Sign

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 1998 , segregation as per details annexed.
3. The Waste Generator will pack segregated Bio-Medical Waste as per rules, at the collection end point in color coded bags label the said bags as per schedule IV(Rule-6) of the Bio-Medical Waste Management & Handling Rules , 1998 and keep them ready for collection by service provider's collection staff during 9 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 regards the waste Generator shall be exclusively responsible.
5. The service providers 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 complied with .
6. The Waste Generator's responsibility will cease once the segregated Bio-Medical Waste , duly packed and labeled has been handed over to the service provider . It is specifically agreed and understood that compliance of The Bio-Medical Waste (Management & Handling) rules 1998 during transportation and disposal shall be the exclusive responsibility of the service provider.
7. X 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 S.S.P. (H.V.C. Hospital) BED FACILITIES, Rs. per bed , per day as per the full registered capacity of the said unit, subject to a minimum of Rs. 2600/- (Eight thousand six hundred) per month . Accordingly the charge as per this agreement will be Rs. Beds x 30 days i.e. Rs. per month subject to a maximum bio-medical waste of 4000 Kg. per month. Waste in excess of said quantity will be charged @Rs 20 /- per kg extra.

Note - 1st April 2015 to 31st May 2015 the agreement was on same term & condition on as of FY 2014-15

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. (A) Notwithstanding the aforesaid term this agreement may be terminated by either party by

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Chief Superintendent
 Municipal Corporation for Mysuru,
 Mysuru (Karnataka)

[Signature]

[Signature]

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 specified in clause 10 b (i), (ii) & (iii) in which events the service would be suspended/terminated forthwith.

(b) Notwithstanding the aforesaid term :-

- i. The Service Provider will be at liberty to discontinue the service to the Waste Generator in the event the Waste Generator does not pay the service charges.
- ii. The Service Provider will be within their rights to suspend the services to the Waste Generator in the event of the Waste Generator handing over un-segregated Bio-Medical Waste.
- iii. 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 1998 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.

1. Taxes, such as Contract Sales Tax, Service Tax etc., if applicable, shall be to the Waste Generator's Account.
2. 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 covenants contained herein.
3. 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.
4. This Agreement shall be governed by the laws of India and shall be interpreted and construed in accordance with the laws of India and subject to the jurisdiction of Courts at Haryana alone shall have exclusive jurisdiction to try, entertain and dispose of any dispute between the parties thereto.
5. 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.

Medical Superintendent
Govt. Med. College For Women,
(Khanpur)

Dr. Inderjit Singh, Director
Govt. Medical College For Women
Khanpur, Jalandhar, Sonapat (Haryana)

Copy No. 4

- 16. All notices, requests, demands and other communications required/permitted to be given under this Agreement shall be in writing 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 Kandla, Distt. Jind
Email : divyawastemanagement@gmail.com

- 17. The Waste Generator is responsible for maintaining the annual record of the waste generated for submitting 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.
- 18. 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 filing which, all the consequences will be to the Waste generator's account.
- 19. 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. Thereafter the waste generator will submit a copy of the agreement to R.O., HSPCB.
- 20. The term of this Agreement shall be One Year commencing from 30 April 2015 and terminating on 30th March 2016

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

WASTE GENERATOR

DIVYA WASTE MANAGEMENT CO.

AUTHORISED SIGNATORY
 Name of the person in charge
 Designation
 Address

(Signature)
 Name of the person in charge
 Designation
 Address

AUTHORISED SIGNATORY
 Name of the person in charge
 Designation
 Address