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S. No.....
Amount.....10.....
Purpose.....

10 APR 2024

BABU LAL STAMP VENDOR
GURUGRAM (HARYANA)
Lic. No. 13/SV/1/2017

191

Unique ID:G2595

Agreement No: G2595/BWL/2024-25

This agreement is made and executed at Gurugram on 15-May-24.
BY AND BETWEEN

BIOTIC WASTE LIMITED, having its treatment facility at Plot No 725, Pace City - II, Sec -37, Gurugram, Haryana (For short hereinafter referred to as 'Service Provider/Operator' or "The First Party") through its Mr. ANUP YADAV, Marketing Head, duly authorized to enter into and sign this agreement for and on behalf of the Service Provider of the ONE PART.

BIOTIC WASTE LTD. Gurugram

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

AND

SCHOOL OF MEDICAL AND ALLIED SCIENCES , K R MANGALAM UNIVERSITY having its Registered office at SOHNA ROAD, GURUGRAM, State - Haryana, PIN - 122103 & Service address at SOHNA ROAD, GURUGRAM, State - Haryana, PIN - 122103 (For Short hereinafter referred to as "Occupier/HCF" or The Second Party) through its Proprietor/Partner/Authorized Representative Dr./Ms./Mr DEEPAK MISHRA the OTHER PART.

The expression of both the parties shall mean and include the parties, their respective legal heirs, successors, legal representatives, administrators, executors and assignees.

Whereas the Service Provider has been duly authorized by the Haryana State Pollution Control Board under Rule of 10 of the Bio-Medical Waste Management Rules 2016 for operating and providing facility for the Collection, Reception, Treatment, Storage, Transportation and disposal of the Bio- Medical Waste.

And whereas the Occupier in compliance of the Bio-Medical Waste Management Rules, 2016 desires to engage the Service Provider for rendering services towards disposal of their Bio-Medical Waste (except liquid & Municipal waste) for which the Service Provider is an authorized facility under HSPCB and accordingly,after discussions and due negotiations taken place, both the parties are agreed to enter into this agreement on the terms and conditions narrated herein after:

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

1. That the Occupier will segregate, pack and label the bio-medical waste in the colour coded bags from the waste generation points as per guidelines of Bio-Medical Waste Management Rules 2016 and keep the said packed waste ready for collection by the staff of the Service Provider. The Service Provider will not collect any Bio-Medical waste which is not properly segregated and packed in accordance with guidelines of Bio-Medical Waste Management Rules 2016. The Service Provider will collect Bio-medical waste within 48 hrs as per guidelines of Bio-Medical Waste Management Rules 2016.The record of the collected waste shall be maintained by the Occupier with the acknowledgement signatures of the collection staff of the Service Provider to submit the Annual Report to the concerned Pollution Board in the prescribed format.

2. That the Occupier will deposit a refundable interest free security amount of Rs. 0 (only) (Refundable Security Deposit) against the BMW disposal services and if the HCF is closed before expiration of agreement, the Service Provider will refund the balance amount after adjusting all the dues, if any, outstanding towards the Occupier.

3. That the Service Provider will charge to the Occupier, being MEDICAL ROOM as per the following schedule of rates:

a) Minimum Disposal Charges of Rs.10000 (Indian Rupees Ten Thousand only)/- plus tax Others for MEDICAL ROOM (0 () Bedded facility) subject to a maximum collection of waste up to Monthly Waste Limit of 100 kg. Extra quantity of waste will be chargeable @ Rs 33 per kg. Any tax, if any, in force shall be borne by the Occupier upon the respective billings.

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b) **Payment Terms: 10 Days from submission of invoice and 6-6 months payment will be in advance.**

c) The rates enumerated in clause 3(a) above may be varied at any given point of time due to hike in Fuel Price, Wages for Labour negotiation with any unanimous body at District or State level or any other factor which may affect the cost.

4. That the Occupier undertakes to make the payment through 'NEFT/Digital payment, Account Payee Cheque or Demand Draft' in favour of the BIOTIC WASTE LIMITED on or before 15th day of each successive month and thereafter the interest @ 18% for p.a. shall be charged by the Service Provider if the payment is not made within the stipulated period. In case, any payment made through cheque is rejected by bank due to reasons on part of Occupier, a cheque bounce fee of Rs. 500/- (Rupees Five Hundred) shall be charged from the Occupier

5. (a) Notwithstanding the aforesaid terms, 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 Second Party as provided in Clause 3 & 4 of this agreement or upon the occurrence of any of events specified in Clause 5b (i) & (ii) in which case the service would be suspended/ terminated forthwith.

(b) Notwithstanding the aforesaid terms and conditions:

i. The Service Provider will be at liberty to discontinue this service to the Occupier in the event when the Occupier does not pay the service charges.

ii. The Service Provider shall be at liberty to terminate this Agreement and discontinue Services to the Occupier in the event of the Non-Compliance of guidelines of the Bio -Medical Waste Management Rules 2016 during Segregation, Collection, Transportation and Disposal of the Bio- Medical Waste by the Occupier except due to the circumstances under force majeure clause and the circumstances beyond the control of the parties.

(c) That upon expiry of the term or the earlier termination of this agreement, the accounts shall be settled, and the refundable interest free security deposit referred to in Clause 2 above shall be returned thereon to the Occupier.

6. That all the taxes, such as GST is applicable, shall be paid and borne by the Occupier. With reference to the notification no. 03/2022, Central Tax (Rate) published on 13th July 2022, GST shall be charged @ 12% for the clinical establishment and 18% for the non -clinical establishment.

7. The neither party shall transfer and /or assign the rights granted under this agreement without the prior intimation and written permission of the other party and 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.

8. That 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 Gurugram (HR) which shall have exclusive jurisdiction to try, entertain and dispose between the parties thereto. All the notices, requests, demands and other communications, required/permitted to be given under this Agreement shall be in writing.

9. That the Occupier should get from time to time the Service Contract Agreement renewed from the Service Provider one month before the expiry of the validity of the Agreement. The Occupier further undertakes to keep the validity period of the agreement for a minimum period of one year from the date of service as per pollution Control Committee /Board Rule and in between if the agreement is cancelled, they should directly intimate Pollution Control Committee/Board with adequate reason about the cancellation of the agreement, failing which, all the consequence and penalties will be borne by the Occupier.

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Further, the Occupier also undertakes to give one month notice in writing if they want to discontinue the service and wish to switch over to another Service Provider failing which, they have to pay the service charge equivalent to one-month minimum service charges to the service provider in lieu of one month notice period.

10. That in case the service contract agreement gets misplaced at the Occupier end, then an additional Rs.100/- will be charged from the Occupier for issuing the agreement once again.

11. That the Occupier further undertakes to sign every page of the agreement and return both copies of the agreement for Service Provider's signature and the Services Provider will return the duplicate signed copy of the agreement to the Occupier. On receipt of the agreement, the Occupier will submit a copy of the agreement with the date of service expiry to the Pollution Control Committee/Board.

12. The terms of this Agreement shall be in force from 15-May-24 to 31-Mar-25. If the Second Party intends to extend the period of this agreement, the Second Party shall make a request to the first party in Form A (annexed with the agreement) before the thirty days from the date of expiration of this agreement. It is hereby noted that approval of request of the second party shall be confirmed by the First Party in writing.

13. That in case there is any change in the constitution of Occupier, the same shall be informed forth with to the Service Provider.

14. That both the parties undertake to remain bound by the terms and conditions set out herein above.

15. Agreement Not a Partnership: Nothing in this Agreement is intended to create, nor shall it be construed as creating, a partnership.

16. No amendments, supplements, waiver or modifications of the terms of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of each of the Parties hereto.

17. DISPUTE RESOLUTION

a. Amicable Resolution -

In the event of any dispute, disagreement, complaint or difference between the Parties, in respect of or concerning or connected with the interpretation or implementation or arising out of this Agreement or any Clause or provision hereof, or relating to the termination hereof (a "Dispute"), then such Dispute shall in the first instance be resolved amicably by both the parties.

In the event that the Parties are unable to mutually resolve the Dispute within 15 (Fifteen) Business Days of the Dispute being raised before either of the Parties referred to it, the same shall be referred to arbitration as stated below

b. Arbitration

i. If any disputes/differences between the Parties are not resolved under Clause 17(a) above within the time period mentioned therein, then the same shall be referred to and finally resolved by arbitration of a sole arbitrator in accordance with the Indian Arbitration Act, 1996 for the time being in force. The First Party shall have the sole discretion and responsibility of appointing the arbitrator within a period of 60 days. The language of the arbitration shall be English.

ii. The Parties will continue to perform their respective obligations under the Agreement during the arbitration proceedings

iii. The seat and venue of arbitration shall be at Gurugram and the local laws of Haryana shall be applicable

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iv. The arbitration shall be sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims issues or accountings presented to the arbitrators in connection with such dispute
v. The Parties hereby undertake to implement the directions contained in the award without delay. The costs and expenses of arbitration shall be paid as may be determined by the arbitrator.

18. That Occupier must intimate the Operator in writing in advance, preferably over an email, if the HCF is closed due to any reason. In absence of such initmation, Occupier shall be liable to pay the service charges.

19. IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THEIR SIGNATURE AND SEAL ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

BIOTIC WASTE LIMITED

BIOTIC WASTE LTD. Gurugram

(Authorized Signatory)
Plot No 725, Pace City - II
Sector 37, Gurugram - 122004, HR
9971794840, 9910728438
anup@biotic.co.in, gurgaon@biotic.co.in
GST: 06AADCV1049G1ZJ
MSME: HR-05-0001702

SCHOOL OF MEDICAL AND ALLIED SCIENCES , K R MANGALAM UNIVERSITY

Registrar K.R Mangalam University Sohna Road, Gurugram (Haryana)

(Authorized Signatory)
Regd Office SOHNA ROAD, GURUGRAM, State - Haryana, PIN - 122103
Service Add SOHNA ROAD, GURUGRAM, State - Haryana, PIN - 122103
8800697002
registrar@krmangalam.edu.in

Witness: BIOTIC WASTE LIMITED

Witness:SCHOOL OF MEDICAL AND ALLIED SCIENCES , K R MANGALAM UNIVERSITY

KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR HEALTH CARE FACILITY (HCF)
(Please fill this form in ENGLISH and in BLOCK LETTERS)

A. IDENTITY DETAILS
1. HCF Name: SCHOOL OF MEDICAL AND ALLIED SCIENCES , K R MANGALAM UNIVERSITY
2. Registered office : SOHNA ROAD, GURUGRAM, State - Haryana, PIN - 122103
3. Service Add: SOHNA ROAD, GURUGRAM, State - Haryana, PIN - 122103
4. Contact Name: DEEPAK MISHRA
5. Email id:registrar@krmangalam.edu.in
6. Mobile No:8800697002
7. LandLine No:
8. PAN Number: AAJCS3143G
9. GST Number:
10 TAN No (If registered): (Mandatory if deduct TDS on service bill)
11. Signing Authority Pan No:
12. Signing Authority Aadhar Number:
13. Bedded/ Non-Bedded: MEDICAL ROOM No of Beds: 0 ()
14. PCB Authorization No: Valid Up to:
15. HCF Opening & Closing business hours/days:

B. HCF BANK DETAILS
1. Bank Name:
2. Bank Account Number:
3. Bank IFSC Code:

DECLARATION
I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature of the Applicant Date: 15/05/24 (dd/mm/yyyy)

Note: Please fill the enclosed KYC form. Kindly send one copy of Aadhar Card, PAN Card, GST Registration if applicable, Pollution Control Board (PCB) authorization and one passport size photograph of the authorized signatory.