

**Any other relevant information**





29507

Sr. No.....	Amt.....
Purpose.....	
14 MAR 2022	
BABU LAL STAMP VENDOR	
GURUGRAM (L. No. 13/SV/1/17)	

## SERVICE AGREEMENT

Unique ID:C361

This agreement is made and executed at Gurugram on { 04/05/2022 }

### BY AND BETWEEN

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


### AND

**SGT UNIVERSITY (SGT MEDICAL COLLEGE, HOSPITAL AND RESEARCH INSTITUTE)** having its operating office at **VILL. BUDHERA GURUGRAM HARYANA** through (For Short hereinafter referred to as "Occupier/HCF/University" or The Second Party) through its Registrar Dr. Joginder Yadav to enter into and sign this agreement for and on behalf of the Occupier/University of 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 (HSPCB)** under Rule of 10 of the Bio-Medical Waste Management Rules 2016 for operating and providing facility for the Collection, Reception, Treatment, Storage,

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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 60 days written notice. However this requirement of 60 days' notice shall not be applicable in the event the service charges and the taxes thereon are not paid by the Second Party as provided in Clause 3 & 6 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) Not with standing 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 Occupier and Service Provider both to strictly follow the guidelines of the Bio-Medical Waste Management Rules 2016, during Segregation, Collection, Transportation and Disposal of the bio- Medical Waste except due to the circumstances under force majeure clause and the circumstances beyond their 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 if applicable, shall be paid and borne by the Occupier.

7. That Service Provider shall employ labours/workers with a proper dress, Logo, identity cards properly displayed and workers/labours so employed should be polite courteous in their behaviour while collecting BMW from the University. SERVICE PROVIDER shall immediately attend to any and all complaints of the University regarding the working & behaviour or personnel deputed/deployed by him. SERVICE PROVIDER shall ensure that people handling waste collection from the University have adequate training and knowledge of type of waste being handled.

8. That SERVICE PROVIDER undertakes to fulfil all the formalities and requirements of Government of India, Ministry of Environment and Forest and Municipal Corporation, Gurugram. SERVICE PROVIDER shall pay if any penalty is imposed for dumping waste at any unauthorized place. SERVICE PROVIDER shall provide the service diligently and in conformity with the applicable laws and regulations

9. That the SERVICE PROVIDER will not engage any sub-contractor for executing the said work under this agreement without written permission from the University.

10. That the SECOND PART undertakes to indemnify and keep indemnified the SGT in case of any misuse, mishandling, pilferage, its employee, agents and/or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authority concerned.

11. The SERVICE PROVIDER shall be liable/responsible for filing all statutory returns/forms statements under various labour laws, acts and the rules made there under as applicable from time to time and for depositing all government/with the concerned authorities/government agencies and shall also ensure that the provisions of payment of Minimum Wage Act and any other Act(s), legislation(s) and the Rule(s) made thereunder, as applicable from time to time, are not violated in the respect of his personnel/employee/worker/labour deputed/deployed by him for executing the said work(s) and University shall in no way be responsible for the SERVICE

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Transportation and disposal of the Bio- Medical Waste (hereinafter referred to as "BMW"). And whereas the Occupier in compliance of the Bio-Medical Waste Management Rules, 2016 as amended thereof in revision 1 dated 24<sup>th</sup> March 2020 for handling, treatment and disposal of COVID-19 waste desires to engage the Service Provider for rendering services towards disposal of COVID-19 Bio-Medical Waste i.e. used mask, gloves, hazmat suits, COVID-19 lab test waste (except liquid bio-medical 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 COVID-19 bio-medical waste i.e. used mask, gloves, hazmat suits, COVID-19 lab test waste and all other COVID-19 infected material including culture plates, laboratory sample (autoclavable) in yellow bags as per Schedule IV (Rule 6) of the Bio- Medical Waste Rules, 2016 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 COVID-19 Bio-Medical waste which is not properly segregated and packed in accordance with 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. The Occupier will itself arrange for all yellow coded bags as per BMW Rules to be used for internal segregation & collection.

2. That the Occupier will deposit 3 months' refundable interest free security amount of Rs. 0.00 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 PRIVATE\_OTHERS as per the following schedule of rates:

(a) Minimum charges of Minimum Disposal Charges (Rs.)/- (Rs. 15000.00) for PRIVATE (720 Bedded facility) subject to a maximum collection of waste up to Monthly Waste Limit 100.00 (kg). Extra quantity of waste will be chargeable (Rs. 30.00)/-per Kg. Any tax, if any, in force shall be borne by the Occupier upon the respective billings.

(b) The Occupier shall pay one-time interest free non-refundable registration fees of Rs. 0.00.

(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 15<sup>th</sup> day of each successive month and thereafter the interest @ 18% for p.a. shall be charged by the

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## 21. 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. Both the parties shall mutually appoint 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 Gurugram (Haryana) shall be applicable

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

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

Biotic Waste Limited.



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RESEARCH INSTITUTE

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Budhera, Gurugram

ADDRESS	Plot No. 725, Pace City-II, Sec-37 Gurugram, Haryana	VILL. BUDHERA, GURUGRAM HARYANA 122505
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PROVIDER, of whatever nature, arising under various labour laws and any other Act(s) legislation(s) and the rule(s) made thereunder.

12. 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.

13. 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 (Haryana) 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.

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. Further, the Occupier also undertakes to give one months 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 months' minimum service charges to the service provider in lieu of two months' notice period.

14. 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.

15. 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.

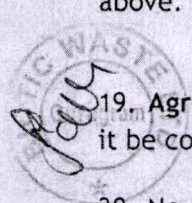
16. The terms of this Agreement shall be in force from 01/04/2022 to 31/03/2023. If the Second Party intends to extend the period of this agreement, the Second Party shall make a request to the first party in Form A (annexed with the agreement) before the thirty days from the date of expiration of this agreement. It is hereby noted that approval of request of the second party shall be confirmed by the First Party in writing.

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

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

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

20. 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.



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PHONE NO.	9910728438, 0124-2370704, 9971794840	9871487673, 0124-2278183
EMAIL ID	gurgoan@biotic.co.in, anup@biotic.co.in	cfo@sgtuniversity.org, birender_nabha@sgtuniversity.com, hospitaladmin@sgtedu.org
GST Number	06AADCV1049J1ZJ	06AAATD2705K1ZZ
MSME Number	HR05F0011161	

Witness: BIOTIC WASTE LIMITED	Witness: SGT MEDICAL COLLEGE, HOSPITAL AND RESEARCH INSTITUTE
1. Agreement No: BWL/COVID-19/C361	1.



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**KNOW YOUR CLIENT (KYC) APPLICATION FORM**

Please fill this form in ENGLISH and in BLOCK LETTERS.

**A. IDENTITY DETAILS**

1. HCF Name: SGT MEDICAL COLLEGE, HOSPITAL AND RESEARCH INSTITUTE
2. HCF Address: VILL. BUDHERA, 122505, GURUGRAM, INDIA
3. Contact Name. N.N. GUPTA Designation. DIRECTOR
4. Email id: cfo@sgtuniversity.org, birender\_nabha@sgtuniversity.com,  
hospitaladmin@sgtedu.org
5. Mobile No.: 9871487673 LandLine No.: 0124-2278183
6. PAN Number: AAATD2705K GST Number: 06AAATD2705K1ZZ
7. TAN No (If registered): (Mandatory if deduct TDS on service bill)
8. Signing Authority Pan No: Aadhar Number
9. PCB Authorization No: Issue Date: Valid Date Date:
10. Bedded/ Non-Bedded: PRIVATE\_OTHERS No of Bedded: 720

**B. BANK DETAILS (Optional)**

1. Bank Name: Punjab National Bank
2. Bank Account Number: 4868000100054396
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.

Date: \_\_\_\_\_ (dd/mm/yyyy)

Signature of the Applicant

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

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FORM A

Request letter to extend the duration of the period of the Service agreement bearing no BWL/2020-2021/COVID/C361 executed between the Company and Occupier

To

General Manager- Marketing

Biotic Waste Limited (BWL)

Plot No. 725, Pace City -II, Sec-37, Gurugram, Haryana, India

Dear Sir,

In reference to the agreement executed between the Biotic Waste Ltd (Service Provider) and \_\_\_\_\_ (Occupier/HCF) dated \_\_\_\_\_ having agreement no BWL/2020-2021/COVID/C361, We, NAME OF HCF having its operating office at VILL. BUDHERA GURUGRAM, would like to request to extend the duration of the agreement having no BWL/2020-2021/COVID/C361 expired on 31/03/2021 for the period from 01/04/2022 to 31/03/2023.

Kindly acknowledge and confirm the same through issue of approval/ confirmation letter.

Name of HCF: SGT MEDICAL COLLEGE, HOSPITAL AND RESEARCH INSTITUTE

Date:

Place:

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