



हरियाणा HARYANA

U 503579

### GOLDEN EAGLE WASTE MANAGEMENT COMPANY

V.P.O. JASANA, TIGAON ROAD, DISTRICT FARIDABAD, HARYANA

<https://goldeneaglewastemanagement.com>

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Phone No.0129-4009871, 08826996443, 08826996444

#### AGREEMENT

This agreement is being entered into on this **1<sup>st</sup> day of June Year 2020** in Haryana between **M/s Golden Eagle Waste Management Company** at Village Jasana District Faridabad, Haryana (hereinafter referred to as "Service Provider" unless contrary to and/or repugnant to the context mean and include its successors representative and permitted assigns etc.) through **Shri Raman Kumar** to enter into and sign this Agreement for and on behalf of the Service Provider of the ONE PART

AND

**DIRECTOR, SHAHEED HASAN KHAN MEWATI GOVT. MEDICAL COLLEGE, NALHAR, NUH**

(Hereinafter referred to as "Waste Generator" which expression shall, unless contrary to and or repugnant to me context mean and include its successors representatives and permitted assigns) through

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1. WHEREAS, the service providers has been selected and duly authorized 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. WHEREAS, the Service Provider with its OWN INFRASTRUCTURE at Village Jasana, Tigaon Road, District. Faridabad (Haryana) to operate and maintain the Incinerator and Autoclave/Shredder from service of Health Care Industries.
3. WHEREAS, the Waste Generator is desirous of out sourcing the disposal of its Bio-Medical Waste and has approached the Service Provider for its services in this connection

**Now this Agreement witnessed the following terms & conditions to be performed by both parties to the agreement:-**

- 1.) 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.
- 2.) The Waste Generator will pack the segregated Bio-Medical Waste as per rules, at the collection end point, in colour coded bags.
- 3.) Label 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 9 a.m. or any other time which may be mutually agreed upon.
- 4.) A Security Deposit of 10% (performance deposit) of the total contract value per annum will have to deposited by the first party in the name of the Director, SHKM, Govt. Medical college and Hospital, Nalhar, Mewat in the form of bank guarantee before the commencement of the contract. This would serve as a Security Deposit which shall refunded to the first party on the expiry of the contract period on furnishing clearance certificate /No Dues Certificate without any interest)
- 5.) The contractor shall be fully responsible for daily proper collection of Bio-Medical Waste from the point of the hospital and their transportation treatment & disposal shall be in accordance with the instruction issued by the HSPCB from time to time. In the event of improper transportation, treatment and disposal of BMW, the responsibility in total, shall be strictly borne by the contractor. Hospital Administration will take no responsibility whatsoever in this regard.
- 6.) The contractor must use transport vehicle as per specification approved by HSPCB.
- 7.) The contractor has to maintain all the appropriate records at their own cost as required by various Govt. Departments. In case of any violation of any statutory provisions under labor laws or otherwise by or in respect of the contractor, the liability of the same shall on the contractor and not on the Hospital Administration.
- 8.) The contractor's staff will collect the BMW daily basis between 9:00 AM to 4:00 PM (except of Sundays and Gazetted Holidays) and in mandatory to sign the Record Book to be maintained by the Hospital Administration in



acknowledgement of waste collected. However, If Sundays and Gazetted Holidays fall on successive days the collection has to be done within 48 hours.

- 9) If the contractor fails to lift the BMW within 48 hours, a penalty of Rs. 1000/- (Rupees one thousand only) will be imposed and the same shall be deducted from the bill of performance security deposit.
- 10) The SHKM, Govt. Medical College and Hospital will not be responsible for any mishap while dealing with the bio- medical waste during collection at the end point and beyond. The agency/Contractor shall be responsible for any miss happening in the hospital premises due to the negligence of their employees.
- 11) The Waste Generator undertakes to deliver to the Service Provider only the segregated Bio-Medical Waste generated on daily basis. 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.
- 12) The Service Provider will require the Waste Generator's Staff to sign its Daily 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.
- 13) 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.
- 14) 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.
- 15) The Service Provider will charge the Waste Generator, being Hospital/Nursing Home/ Clinic etc. providing **647 bedded BED FACILITIES**, the full registered capacity of the said unit, subject to a minimum of **(Rs. 8/- per bed per day)**.

The details are as under:-

**Calculation: Total strength of beds: 647\* Rs.8 (per day per bed) = Rs. 5176/- (per day)\***

**30days = Rs.155280 per month**

**31days = Rs.160456 per month**

**28days = Rs.144928 per month**

**29days = Rs. 150104 per month**



Thereafter, after calculating the details provided by Bio-medical Waste Management Committee, HCF generating Bio-medical Waste 367gms per day per bed hence as per direction of Govt. an additional amount of Rs. 30/- per kg shall be charged by the firm.

**Example: - 367gms-325gms = 42gms/1000\*30\*647=Rs. 815/- extra for that particular day.**

***"It is further directed that an additional fixed amount of Rs.5000/- per facility per month in case of PHC/DHC, which are established outside the Municipal limits of District Headquarters, where the CBWTF(Common Bio Medical Waste Treatment Facilities) concerned is established.***

- 16) The rates will be revised as per Govt. of Haryana Notification.
- 17) (a) Notwithstanding the aforesaid term this agreement may be terminated by either Party by giving 90 days written notice. However this requirement of 90 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 9) 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 or/ and violates the terms of this agreement or/ and fails to comply with the prescribed guidelines and norms applicable to the party.
    - 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 only 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.
- 18) Taxes, such as Contract Sales Tax, GST etc., if applicable, shall be to the Waste Generator's Account.
- 19) 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.

- 20) 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 authorized officer of each of the parties here to.
- 21) The parties to this agreement shall refer there disputes arising of this agreement to the sole arbitrator to be appointed by the services provider. The fees of arbitration will be borne by the parties equally. This Agreement shall be governed by the laws of India and shall be interpreted 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 and dispose of any dispute between the parties thereto not falling within the jurisdiction of arbitration. It is also agreed between the parties that cost of litigation is to be borne by the defaulting party in addition to the penalties stated in this agreement.
- 22) 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.
- 23) 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**

- 24) 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.
- 25) 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 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 generators account.
- 26) The Waste Generator further undertakes to sign & stamp 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.19 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.



- 27) The terms of this Agreement shall be one year commencing from **1<sup>st</sup> June 2020 to 31.05.2021**. 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 by 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 hands and seal on the date, month and year mentioned above.

**WASTE GENERATOR**

**GOLDEN EAGLE WASTE MANAGEMENT CO.**

*Sangeeta*  
*21/8/20*

**AUTHORISED SIGNATORY**



**AUTHORISED SIGNATORY**

**Director**  
**SHKM Govt. Medical College**  
**Nalhar, Nuh (Haryana)**