



मध्य प्रदेश MADHYA PRADESH

BE 478867

AGREEMENT

Agreement No:- HIPL/IND/19-20/MEM/AG/.....120260.....

THIS AGREEMENT SHALL NOT BE HELD VALID UNLESS & UNTIL SEAL & SIGN BY HOSWIN INCINERATOR SIGNATORY

THIS AGREEMENT (here in after referred to as "the agreement") made on this **01** day of **November** of the year **2019**, between

M/s HOSWIN INCINERATOR PRIVATE LIMITED having their registered office at 302 Swastika Chamber 9A Manoramaganj, Indore herein after referred to as the "COMPANY" represented by its Director or Authorized signatory, of the FIRST PART (which expression include their successors and assigns, unless such inclusion is inconsistence with the context or meaning thereof).

AND

M/S. Sri Aurobindo Institute of Medical Sciences, Indore having their registered office at Indore-Ujjain State Highway, Gram Bhawrasla, Sanwer Road, Indore (herein after referred as the Health Care Facility (HCF) and represent by its Director or Authorized Signatory, of the SECOND PART (which expression include their successors and assigns, unless such inclusion is inconsistent with the context or meaning thereof)

Name & Signature of Second Party



Whereas the company has setup an engineered CBMWTF (Common Bio Medical Waste Treatment Facility) to transport, store, treat and dispose of the solid BMW (Bio Medical Waste) as per guidelines mentioned under MOEF (Ministry Of Environment' and Forest) and BMW (Management & Handling) Rules 2016 and its amendment with authorization by CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board)

And where the Second Party is desirous to get treated their solid BMW which is being generated at their HCF as per guidelines issued by MOEF, CPCB, and SPCB.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HER BY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

- That the HCF is recommended by the rules to the CWMWTF for the purpose of treatment and disposal of the solid BMW generated at their HCF as per guidelines and its amendment their after.
- That the scope of services to be provide by the CBMWTF shall be limited to transportation, store, treatment and disposal of SOILD BMW only. Other type of the waste such as liquid, municipal etc shall be treated or dispose off by the HCF by their own arrangements. The HCF is solely responsible for all the pre transportation hazardous whatever it may be.
- That all terms & conditions prescribed below shall be bounded between the company & HCF only.
- That this agreement shall be deemed to continue unless dissolved by the parties in hereto in writing by one month notice or by law and this agreement is valid for 5 (Five) years i.e. till 31st October 2024.
- That HCF shall be depositing Interest free payment as per attached annexure to the company (for new members only). Out of which refundable amount (if any) will be return back after adjusting all the dues left over at the time of termination of the services by the company to the HCF whose information shall be given 3 month prior to its closer to SPBC as well as to the company.
- That the company shall raise the bills to the HCF which shall be payable by only through At Par Cheque / demand drafts / NEFT / RTGS in favour of the **Hoswin Incinerator Private limited, Indore**. The DD/Transition charges shall be beard by the HCF only.
- In case of check return / bounce, the bank charges shall be payable



by the HCF and if happen repetitively then the company shall raised the pre paid yearly bill to the HCF which shall be payable via DD only.

- That the HCF who adopted the monthly bill cycle, the company shall raise the post paid monthly bill between 1st to 5th of next month.
- That the HCF who adopted the yearly bill cycle, the company shall raise the pre paid yearly bill for upcoming financial year, between 1st to 5th of January. If HCF join between current financial year then 1st bill will be generated from the date of joining till end of current financial year and then after on above mention basis.
- That the treatment and disposal charges shall be **Rs. 1,57,500/-** per month/ year as mentioned in payment annexure. **For 1000 (one thousand) Beds Only**
- That the GST, if applicable, then it shall be charge extra as mentioned in payment annexure.
- The due date for payment shall be within 15 days of the bill, failure to pay the bill by due date shall attract the 5% compounding surcharge for every month or part thereof.
- That the company will pick up the waste on regular basis except if some major breakdown occur which is beyond the control. But since the waste generated during these days are collected & disposed up on the following day therefore the charges shall be calculated for whole month/year i.e. for 30/365 days.
- That in order to meet out the mandatory expenses of the administration, transportation and treatment cost the minimum bill shall be generated to ever member as per attached annexure.
- That in case HCF is a nursing home or hospital, the minimum bed capacity for which the bill shall be generated is 10 (Ten) even if the actual number of bed is less to it.
- That the treatment and disposal charges agreed by the company and the HCF shall be compulsory revised on 1st of every April till the continuance of the agreement by 10% as compared to previous year charges.
- That since the whole process involves the energy consumption (Power, LPG, or any other source) therefore any major inflation/escalation in it or change in the disposal technology / method or hike in whole sale price index or otherwise hike is more than 10%, then it shall be directly passed on to the member at any time with one month notice by increasing the treatment cost in the



same proposition.

- That the HCF has to take authorization and consent as and when required from various departments at their own expenses. The company shall issue a yearly certificate only if HCF get treated their solid BMW through the company on regular basis after conforming that no dues are left on their part and they are practicing the rules without any violation.
- That the HCF has mandatory obligation to make provision within the premises for a safe, ventilated & secured location for storage of segregated BMW in colour coded non chlorinated bag & ensure that there shall be no secondary handling, pilferage of recyclable or inadvertent scattering or spillage by animals.
- That the HCF has mandatory obligation to pre treat the laboratory waste, microbiological waste, blood samples and blood bags through disinfection or sterilisation on site in the manner as prescribed by WHO (World Health Organisation) or NACO (National Aids Control Organisation) guidelines and then send to CBWTF.
- That the HCF has mandatory obligation not to give treated BMW with municipal solid waste.
- That the HCF has mandatory obligation to establish a Bar Code system for bags or containers containing BMW to be send out of premises.
- That the HCF has mandatory obligation to keep the waste segregated, packed and tagged as per guideline, ready at their door step on scheduled time for transportation as decided by the company's vehicle route & convenience.
- That the HCF has mandatory obligation to maintain and update on day to day basis the BMW management register and display the monthly record & annual report on its website according to BMW generated in terms of category and colour coding as specified in Schedule I.
- That the HCF has mandatory obligation to segregate as per schedule 1 and pack as per schedule IV the BMW and provide the entire bio medical waste to the CBMWTF only. If the HCF fails to do so then it shall be called as the violation of the rules.
- That the HCF shall have to arrange what so ever non-chlorinated bags, different colour container, labels, tags etc. as and when required for proper segregating, packing and labelling of the solid



bio-medical waste. However the company may provide the above material on request of the HCF on extra charges.

- The CBWMTF has mandatory obligation to refused to collect the waste if it is kept open or is not segregated as per schedule I or is not packed in prescribed polythene or is not labelled as per schedule IV or is mixed with any other type of waste such as municipal waste or payment is not paid on regular basis. This shall be called as violation of the rules and the company will not be responsible for disposal of such type of waste.
- That the company may render its other services or consultancy to the HCF for which extra charge/fee is payable directly to the concerned.
- That the company/authorized person shall have right to inspect the HCF at any time to ensure that the HCF are following the rules and for the verification of the numbers of beds (in case of HCF having beds). Since the quantity of BMW generated is directly related to the numbers of the beds therefore any change in it shall be immediately reported to SPCB and the company, failure to do so or if found that the current numbers of beds exceeds to that of declared numbers of the beds then the payment for the difference shall be payable from the date of execution of this agreement as per prescribed bill pattern.
- That if the HCF found to violate any of the rules or terms and condition of the agreement the CBMWTF has mandatory obligation to inform the prescribe authority immediately and take the action which shall be binding on member.
- That the company shall have a right to give on lease or to enter into any understanding/agreement and to shed off whole or part of the responsibilities of this agreement and the project to one or more third parties, however in that case the company shall be held liable only for those specific performance which has been left with the company there after.
- That any terms and the condition of this agreement may be waived at any time by the company that is entitled to benefit thereof, such waived must be in written and must be executed by an authorized officer of both the parties. A waiver on one occasion will not be deemed to be a waiver of the same of any other breach of no fulfilment on a further occasion.
- That second party will indemnify and keep indemnified for all cost,



charges, expenses, claims, suits and proceeding which either party may suffer on account of any breach, non observance, negligence, misrepresentation, violation with any of the statutory requirements not fulfil by second party.

- That in case any dispute arising out/related to interpretation of terms or condition or functioning of the either party the First party shall be sole authority to decide the arbitrator. The second party agrees to execute all documents which may be required by the First party in this regard.
- Notwithstanding anything else contained herein, neither PARTY hereto shall be liable for damages or to have this AGREEMENT terminated for any delay or default in the performance of such PARTY hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such PARTY, including but not limited to, acts of God, strike, fires, floods, extreme drought, shortage of supply, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility of any cause unavoidable or beyond the control of either party including any arbitrary ruling by the Government prohibiting the handling of the Waste of continuing domestic or international problems such as wars or insurrections.
- In the event that any provisions of this Agreement is held to be illegal, invalid or unenforceable under any present or future law such provisions shall be deemed terminable and the remaining parts & portions of this Agreement shall remain in full force & effect.
- Either party shall have the right to terminate the agreement in the event of violation of any of the terms and conditions as agreed upon in this agreement upon giving 30 days written notice to the other party.
- That the company may alter/change and/or add all or any of terms and conditions of this project as per direction& guideline issued from CPCB & SPCB which shall be imposed over every member.
- CBWTF (the COMPANY) and the HCF mutually agree that the Courts of Indore in Madhya Pradesh shall have the jurisdiction over all the disputes arising out of this agreement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands seals on the day, month and year first above written.

Name & Signature of Second Party



Furthermore, this agreement is executed in duplicate, both copies on separate paper and will be treated as original equivalent.

Place : Indore

Date : 01/11/2019

THIS AGREEMENT SHALL BE VALID ONLY IF SEAL AND SIGNED BY BOTH THE PARTIES AUTHORISED REPRESENTATIVE.

For: Hoswin Incinerator Pvt. Ltd.



Authorised Signatory

Name: Dr. Ankur Agarwal

Designation: Director

For: M/s. SAIMS, Indore

Authorised Signatory

Name: Anil Jain

Designation: CEO (Project)

Witness:-

Name:

Name:

Designation:

Designation:

Enclosed:-

Declaration no HIPL/IND/19-20/MEM/DC/.....120260.....

**& Payment Annexure no HIPL/IND/19-20/MEM/PA/.....120260/01/11/19
shall be treated as the part of this agreement.**



DECLARATION

HIPL/IND/19-20/MEM/DC/.....12060.....

I undersign is the competent authorised authority to execute this agreement on behalf of HCF mentioned in executed agreement no **Agreement No:- 12060**

HIPL/IND/19-20/MEM/AG/..12060..... dated **01/11/19** and is agreed to become the member of **M/s. Hoswin Incinerator Pvt. Ltd.** for disposal of solid bio-medical waste generated from our Health Care Facility via depositing the fee mention in the attached payment annexure no **HIPL/IND/19-20/MEM/PA/12060/..01/11/19**

I have read, understood & agreed to all the Terms & Conditions of this agreement & will practice all the terms & conditions of Bio Medical Waste (Managements & Handling) Rule 2016 & its amendment thereafter and if my Health Care Facility violates the rules then the company shall be its sole dectory to with hold my services & certificate.

HCF Name : SAIMS, Indore
Address : Indore-Ujjain State Highway, Gram Bhawrasla, Sanwer Road, Indore
Telephone No. : 0731-4231000
E-mail ID : help@saimsonline.com
Type of Institute : Private Charitable Government
No. of Beds : 1000 (One thousand only)
(In case of Hospital) in words
Name of Owner : SAIMS Society, Indore
Designation : --
Telephone No. : 0731-4231000
E-mail ID : help@saimsonline.com
Contact Person : Anil Jain / Dr. G.S. Khanuja
Designation : CEO (Project)
Telephone No. : 0731-4231000
E-mail ID : help@saimsonline.com
Service Start from : OLD MEMBER

Name & Signature of Second Party



Here I am depositing by cheque/DD/NEFT/RTGS sum of Rs. in words
Cheque/DD/NEFT/RTGS

transition No. Dated of bank & branch

In order to become the member as per attached annexure.

Whatever information furnished by me is true as per my knowledge and if
anything is abide by me ft found to be abiding then the company is at its
sole discretion to take the action accordingly.

Place: For: **M/s .Sri Aurobindo Institute of Medical Sciences, Indore**

Date: 01/11/2019



Authorised Signatory

Name: Anil Jain

Designation: CEO (Project)

Name & Signature of Second Party



PAYMENT ANNEXURE

HIPL/IND/18-19/MEM/PA/YEA/12060

DEPOSITS

Registration fees (Non Refundable) Rs.....(OLD MEMBER)

DISPOSAL CHARGES

Number of beds (In case of Hospital):- 1000

Minimum bill amount / -year

Extra Facility (if provided) Rs/-year

Net bill amount shall be:

Minimum Bill Amount.+ Extra

Facility = /-month

OTHER ADDITIONAL CHARGES

GST if applicable shall be paid extra by member.

TOTAL BILL AMOUNT

Net Bill amount Rs.1,57,500/-

GST% Rs.NIL.....

Total Rs.1,57,500/- -month

We both the parties are agreed up on the tariff schedule decided. This should be treated as a part of this agreement.

For: Hoswin Incinerator Pvt. Ltd. (CBWTF)

For: M/s. SAIMS Indore

Authorised Signatory

Authorised Signatory

Name: Dr. Ankur Agrawal

Name : Anil Jain

Designation : Director

Designation : CEO (Project)

Name & Signature of Second Party

