

This Contract is made and entered into on the Execution Date set out in Schedule 1 (Details of the Contract) hereto

By and between

SISILI HANARO ENCare (PRIVATE) LIMITED, a company duly incorporated under the laws of Sri Lanka, bearing company No. **PV 91546** and having its registered office at **No. 05, Rheinland Place, Galle Road, Colombo 03**. (hereinafter referred to as "**SERVICE PROVIDER**", which term shall as herein used where the context so requires mean and include the said Sisili Hanaro Encare (Private) Limited, its successors and assigns) on the First Part;

And

THE PARTY SPECIFIED IN SCHEDULE 1 HERETO (hereinafter referred to as "**CUSTOMER**", which term shall as herein used where the context so requires mean and include the said CUSTOMER its successors and permitted assigns") of the Other Part;

WHEREAS the SERVICE PROVIDER has represented that it has the expertise and experience to provide the Services (defined herein) as required herein and has expressed its desire to provide to CUSTOMER the required Services;

AND WHEREAS based on the representation made and the proposal submitted by the SERVICE PROVIDER to CUSTOMER, CUSTOMER hereby awards the contract to the SERVICE PROVIDER subject to the terms and conditions set out herein.

NOW THIS CONTRACT WITNESSETH and is hereby agreed by and between the Parties hereto as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them below:

"Contract"

shall mean this formal contract executed between the SERVICE PROVIDER and CUSTOMER, Schedules hereto, and includes any subsequent amendments thereto entered into between CUSTOMER and the SERVICE PROVIDER, and shall supersede any previous contract,

provisions as will most closely correspond to the legal and economic contents of the said terms and conditions.

- 21.7. This Contract shall not be construed to create any relationship of principal and agent between Parties hereto and neither Party shall create any contractual obligation to any third party on behalf of the other.
- 21.8. Nothing contained in this Contract shall be construed as creating a partnership, joint venture, agency, trust, fiduciary relationship or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Contract. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth in this Contract on the terms and conditions set forth in this Contract.
- 21.9. The Parties hereto represent and warrant to each other that their authorised signatories are entitled to sign on their behalf and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them.

IN WITNESS WHEREOF the Parties hereto caused their authorised representatives to set their respective hands hereto and to one other of the same tenor on the Execution Date

Signed for an on behalf of:

SISILI HANARO ENCARE (PRIVATE) LIMITED

By

Name: **Chinthaka Abeyssekera**
Chief Executive Officer (CEO)

Title: **Sisili Hanaro Encare (Pvt) Ltd.**
No. 05, Rheinland Place,
Colombo 03.

Signed for an on behalf of:

SISILI HANARO ENCARE (PRIVATE) LIMITED

Nalinda Ranaraja
Assistant General Manager
(Marketing and Recoveries)
Sisili Hanaro Encare (Pvt) Ltd
No. 05, Rheinland Place,
Colombo 03

Signed for an on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

By

Name: **B.A.K.U.D. PERERA**

Title: **PROPRIETOR**

Signed for an on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

Name: **N.D. PERERA**

Title: **MANAGER**

Company Seal



409, Galle Road, Rawathawatte, Moratuwa
Tel / Fax : 0112645647
e mail : checkandcure@gmail.com

Schedule 1

Contract Details

	Execution Date	11 / 10 / 2022
	CUSTOMER Details	<p>Name: Check and Cure</p> <p>Company No.: W/201709</p> <p>Registered Address: No. 409, Galle Road, Rawathawatte, Moratuwa</p> <p>Place of incorporation</p> <ul style="list-style-type: none"> Check and Cure Moratuwa - No. 409, Galle Road, Rawathawatte, Moratuwa. Check and Cure Mount Lavinia - No. 367A, Galle Road, Mount Lavinia <p>Nature of business: Health Care Provider</p> <p>Central Collection Points: Central</p>
Schedule 2	Applicable Waste Categories	Type I (A) / Type I (B) / Type II (B) / Type III (A)
Clause 4.1	Duration of the Contract	01 st October 2022 – 30 th September 2023.
Clause 7.1	Insurance Covers	N/A
Clause 9	Payment Terms	<p>Cheques to be drawn in favour of:</p> <p>'Sisili Hanaro Encare (Pvt) Ltd.'</p> <p>Bank Details:</p> <p>Account No: 81013204</p> <p>Bank of Ceylon - Corporate Branch,</p> <p>World Trade Centre, West Tower, Level 1,</p> <p>Bank of Ceylon Mawatha, Colombo 01.</p>
Clause 13.6	Refundable Deposit	(if any) N/A
Clause 21.3	Notices	<p>CUSTOMER:</p> <p>Contact person/designation: Mr. Dinesh Perera</p> <p>Address No. 409, Galle Road, Rawathawatte, Moratuwa.</p> <p>Phone No. 777375914</p> <p>Email: checkandcure@gmail.com</p> <p>SERVICE PROVIDER:</p> <p>Contact person/designation: Mr. Nalinda Ranaraja – Assistant General Manager</p> <p>Address : No. 05, Rheinland Place, Galle Road, Colombo 03.</p>


 "Service Provider's",
 Signature & Rubber stamp


 "Customer's" Signature
 Check & Cure & Rubber stamp

Proprietor



		Mobile No: 0775827747 Land: 0112575175 Fax: 0112576051 Email: nalinda@sisiliprjects.com , encare@sisiliprjects.com
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Schedule 2 – Scope of Work

Hospitals / Labs / Clinics and other Institutions:

1. SERVICE PROVIDER shall collect, transport and dispose of general clinical waste, sharps, surgical waste and expired pharmaceuticals, sanitary waste and diapers ("Waste") from the CUSTOMER'S Collection Points, as per approved Central Environmental Authority (CEA) guidelines.
2. Such collection shall be done only from a central collection location as specified in Schedule 1 herein by the CUSTOMER.

3. Classification and Segregation of Clinical Waste by CUSTOMER					
Type I (A)	Type I (B)	Type II (A)	Type II (B)	Type III (A)	Type III (B)
Infectious Waste	Pathological Waste	Sanitary Waste	Sharp Waste	Pharmaceutical Waste	Cytotoxic Waste
Yellow Bags	Yellow Bags	Yellow Bags	Box (with Yellow with Red stripe Bags)	Yellow Bags	Purple Bags (with Box for Sharps)
(Examples)					
Cotton waste and bandages	small anatomical waste generated from surgeries	Sanitary Napkins	Needles	Expired Drugs	All materials equipment and residue contaminated by cytotoxic drugs
catheters / IV s	disposed human tissues, small organs and specimens; small body parts	Diaper	Blade	Expired Vaccines	
Gloves	unused blood products, specimens	Maternity Napkins	Glass (non - Cytotoxic)		
Isolation Waste	Blood Bags				



4. SERVICE PROVIDER shall remove such Waste in an air-tight, water-tight truck for disposal at Centralized Clinical Waste Treatment Facility according to CEA approved and authorized guidelines
5. The SERVICE PROVIDER shall reserve the right to not accept the Waste as defined in the above that is not properly segregated and labelled by the CUSTOMER and SERVICE PROVIDER shall charge for the visit as same, as it could endanger the health of SERVICE PROVIDER'S employees and/or damage SERVICE PROVIDER'S Treatment Machinery.
6. The SERVICE PROVIDER shall weigh the total quantity of collected Clinical Waste as defined in the point no 3 above, according to the respective Type at above mentioned central location and shall submit a "Collection Document" highlighting the quantities which are to be verified, signed and handed over by the CUSTOMER at the same time.
7. The SERVICE PROVIDER shall only be liable for the collected clinical waste quantity highlighted in the collection documents. [Collection Document]
8. The SERVICE PROVIDER shall provide an invoice to the CUSTOMER monthly for the services provided to the CUSTOMER based on the "Collection Document" and the agreed upon rates, after which each CUSTOMER agrees to pay the due amount in no less than thirty (30) days from the billing date.
9. The agreed upon rates are valid for the entire period of this Agreement in the event of any variation. To the price the SERVICE PROVIDER shall provide prior written notice to the CUSTOMER on such variation.


"Service Provider's",
Signature & Rubber stamp

"Customer's" Signature
Check & Cure & Rubber stamp


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Proprietor

Schedule 3 - Price Schedule
Hospitals / Labs / Clinics and other Institutions:

- 1) Collection Frequency (Minimum): Once a Month
- 2) Transport charge per visit: Rs.1500/- + Government Taxes
- 3) If Customer needs any additional collections in the same Month (more than once a Month) , a request should be sent to the Service Provider Three (03) working days prior to the collection date.
- 4) In the event the Customer is in the Rs370/kg package, below additional terms shall apply:
 - a) Customer shall pay the transport charges as stated in section 2 above as a standard charge, irrespective of having any waste to be collected/or not during the Month.
 - b) if Customer has no waste to collect for three (03) months consecutively, without providing any reasonable explanation in writing, the Service Provider may have the authority to terminate this Contract notwithstanding the clauses provided in Clause 13 (termination) herein above.

Classification and Segregation of Clinical Waste by Client					
Type I (A)	Type I (B)	Type II (A)	Type II (B)	Type III (A)	Type III (B)
Infectious Waste	Pathological Waste	Sanitary Waste	Sharp Waste	Pharmaceutical Waste	Cytotoxic Waste
Yellow Bags	Yellow Bags	Yellow Bags	Box (with Yellow with Red stripe Bags)	Yellow Bags	Purple Bags (with Box for Sharps)
(Examples)					
Cotton waste and bandages	Body Parts	Sanitary Napkins	Needles	Expired Drugs	All materials equipment and residue contaminated by cytotoxic drugs
catheters / IV s	Human Tissues	Diaper	Blade	Expired Vaccines	
Gloves	Animal Caresses	Maternity Napkins	Glass (non - Cytotoxic)		
Isolation Waste	Blood Bags				
(Price per Kg)					
Rs. 370.00 + Government Taxes	Rs. 370.00 + Government Taxes	Rs. 370.00 + Government Taxes	Rs. 370.00 + Government Taxes	Rs. 370.00 + Government Taxes	Rs. 370.00 + Government Taxes