

## **AGREEMENT**

**BAN-63**

This agreement is made and executed at **Bhagalpur** on **May 30, 2022** and shall be valid only when endorsed through a SEAL of Synergy Waste Management (P) Ltd.

Synergy

## **BY AND BETWEEN**

**Synergy Waste Management (P) Ltd.**, having its Registered Office at **517-518, 5th Floor, D-Mall, Rohini West, New Delhi-110085 (CIN No.- U74999DL2005PTC283340)**, hereinafter referred to as '**Service Provider**'), duly represented by its Authorized Signatory.

## **AND**

Name of Health Care Establishment (HCE): **Nath Health Care Center (Banka)**.  
(Hereinafter referred to as WASTE GENERATOR),

1. Constitution: \_\_\_\_\_  
Address of the (HCE) : **Kajrli Road, Amarpur, Banka, Bihar-813101**  
Address of the HCE's parent concern (if different from above address) : **-N.A-**  
Registration Number : \_\_\_\_\_/(New Hospital / Clinic / Diagnostic Centre)  
(Registration to be applied).  
Mobile: \_\_\_\_\_ Landline: \_\_\_\_\_ Email: \_\_\_\_\_
2. Name of \_\_\_\_\_ : **Nageshwar Nath**  
Mobile: **8676092912** Landline: \_\_\_\_\_ Email: **negeshwarnath1978@gmail.com**
3. Authorized representative of Waste Generator:(If different from above)

## **RECITALS**

Whereas the Service Provider has been duly authorized by **Bihar State Pollution Control Board,(BSPCB)** under the provisions of BMW Rule 2016 for providing services of the Collection, Transportation, Storage, Treatment, and Disposal of the Bio-Medical Waste.

And whereas the Waste Generator is desirous to outsource the disposal of its Bio-Medical Waste generated by them and have approached the Service Provider for providing its services at its treatment facility located at **Khasara No 1131-33, Ward No 3, Hanuman Ghat Road, JLNMCB, Bhagalpur, Bihar-812003**

And both the parties are agreed to enter into this agreement on the terms and conditions narrated hereinafter.

NOW THIS INDENTURE WITNESSETH and it is hereby covenant as follows:

### **1.Validity of the Agreement**

**1.1** This agreement shall remain in force for a period of One years (1years ) w.e.f. **May 30, 2020** to **May 29, 2021** (both days inclusive), which may be renewed further with mutual consent of both the parties.

**1.2** However, if the WASTE GENERATOR does not initiate the services within 15 (fifteen) days from execution of this agreement, then this agreement shall become null & void automatically.

**1.3** If the Waste Generator is a New Hospital / Clinic / Diagnostic Centre and the Registration with the Competent Authority is under process then the Validity of this agreement shall be termed as 'Provisional'. If the Waste Generator fails to submit Registration with competent authority within a period of 3 months, then this agreement shall become null & void.

**1.4** That this agreement may be renewed further for the period and terms and conditions as agreed in between both of the parties hereto.

## **2. Responsibilities of the “Service Provider”**

**2.1** That the “Service Provider” shall comply with provisions as stipulated in Schedule-1 of the BMW Rule 2016

**2.2** That the “Service Provider” shall collect the segregated bio-medical waste from one designated waste collection point within the premises of WASTE GENERATOR on daily basis except on Sundays & National Holidays.

**2.3** That the “Service Provider” shall schedule the timings for collecting the waste in consultation with the GENERATOR.

**2.4** That the “Service Provider” shall transport the segregated waste in closed container vehicle to its treatment facility.

**2.5** That the “Service Provider” shall not be held liable for any kind of the violation made by the WASTE GENERATOR / or its staff under the Bio-medical Waste Rule 2016.

## **3. Responsibilities of the WASTE GENERATOR**

**3.1** That the WASTE GENERATOR shall segregate the Bio-Medical waste at the point of generation in accordance with the BMW Rules 2016 and duly amended thereafter.

**3.2** That the WASTE GENERATOR shall collect, pack, label and handover the segregated BMW in non-chlorinated bags as stipulated under BMW Rule 2016, which shall be arranged by the “Waste Generator” at its own cost.

**3.3** That it shall be the sole responsibility of the Waste Generator to keep the BMW under lock and key so as to protect it from any sort of mishandling before it is handed over to the authorized person of Service Provider.

**3.4** That the Waste Generator shall be responsible to disinfect and mutilate the sharps and handover it in sealed puncture proof containers to “Service Provider”.

**3.5** That the WASTE GENERATOR shall take all necessary steps to ensure that the waste is handled without causing any adverse effect to human health and environment.

**3.6** That the WASTE GENERATOR shall establish a common secured waste collection end point within its premises for collection, storage of BMW before handing it over to “Service Provider”.

**3.7** That the WASTE GENERATOR shall designate a “**Nodal Officer**” to interact with “Service Provider”.

**3.8** That the WASTE GENERATOR shall apply and obtain necessary authorization from **the Prescribed Authority under BMW Rules 2016** and duly amended thereafter and submit its necessary return to the Prescribed Authority from time to time as laid down in the said Rules.

## **4.The Terms of Payment**

**4.1** That the WASTE GENERATOR has paid One Time Non-Refundable Membership Registration Fee of **Rs. NIL**

**4.2** That the WASTE GENERATOR has paid an amount Rs. **4860** equal to 3 months of service as refundable/ adjustable/ interest free security deposit.

**4.3** That the Service Provider shall charge **Rs. 1620 (Rupees One Thousand Six Hundred and Twenty Only)** per month for (Non-Bedded Health Care Facility)

For the service of collection, transport, treatment & disposal of BMW, subject to the condition of weight limit of **36** kg per month. Excess weight shall be charged @ **Rs.30** per kg. The above rates are EXCLUSIVE of GST & any other govt. charges if becomes

applicable at any point of time.

**4.4** That the WASTE GENERATOR has paid an amount Rs.0 equal to 0 months of service charges as an advance deposit.

**4.5** That the WASTE GENERATOR undertakes to make the payment through 'Account Payee Cheque or Demand Draft / NEFT/Paytm/IMPS(Any Digital Mode)' in favour of the Synergy Waste Management (P) Ltd., on or before 7th day of each successive month and thereafter the interest @ 12% for p. a shall be charged by the Service Provider if the payment is not made within the stipulated period.

**4.6** That if in any case cheque is Dishonored besides , actual bank charges, a sum of Rs. 300/- extra will be charged.

## **5. Jurisdiction**

That the jurisdiction of Court in all disputes shall be Delhi to try, entertain & dispose of any dispute between the parties there to.

## **6. Limitation of Liability**

That neither party shall be liable to the other for any indirect, special, or consequential damages of any kind, including, but not limited to, loss of profits arising in any manner from this agreement regardless of the foreseeability thereof.

## **7. Force Majeure**

That the Parties are not liable for any default or delay in the performance of their respective obligations under the terms of this Agreement; to the extent such default or delay is caused by an event beyond the reasonable control of the either of party, whichever entity is unable to perform (the "Non-Performing Party").

A Force Majeure Event includes but is not limited to, fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellion, strike, lockouts, or any other act or omission of God, government or any other party beyond the Party's control or responsibility. Force Majeure Events shall not give rise to any claim against the other Party; nor shall any default or delay, due to a Force Majeure

## **8. Indemnification**

That the WASTE GENERATOR shall indemnify, defend and hold harmless the Service Provider, its shareholder, officers, directors, employees, representatives, agents and assignees from and against any and all Claims asserted against, imposed upon or incurred, due to, arising out of or relating to any breach by WASTE GENERATOR of any representation, warranty, term, condition or covenant set forth in this Agreement.

## **9. Termination Clause**

9.1 That both the parties shall be at liberty to terminate this contract by serving a written notice of 1 Month well in advance or alternately compensating the other party by an amount equal to 1 month's service charges.

9.2 Service Provider shall be at liberty to serve the notice of termination of Agreement / suspension of services offered at any time to the WASTE GENERATOR if the WASTE GENERATOR fails to make the payment to "Service Provider" within a time frame of Two months from the date on which they became so payable.

9.3 That on termination of this agreement it shall be the responsibility of both the parties to inform prescribed authority as per the provisions of BMW Rules 2016.

THAT I/ WE HAVE READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS AGREEMENT AND GIVE MY/OUR FREE CONSENT TO THE CONTENTS.

THAT BOTH THE PARTIES UNDERTAKE TO REMAIN BOUND BY THE TERMS AND CONDITIONS SET OUT HEREIN ABOVE.

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

**WASTE GENERATOR**  
**Nath Health Care Center (Banka)**

**SERVICE PROVIDER**  
**SYNERGY WASTE MANAGEMENT (P)LTD**

**AUTHORIZED SIGNATORY**  
**WITNESS**  
**Name** \_\_\_\_\_  
**Signature**

**AUTHORIZED SIGNATORY**  
**WITNESS**  
**Name** \_\_\_\_\_  
**Signature**