

AK-115

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL74154713418413V
Certificate Issued Date	: 11-Mar-2023 11:44 AM
Account Reference	: IMPACC (IV)/ dl782403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL78240320318698191024V
Purchased by	: SMS WATER GRACE BMW PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SMS WATER GRACE BMW PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: SMS WATER GRACE BMW PVT LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)



Please write or type below this line

This agreement is made and executed at New Delhi on this 01 day of APRIL 2023

BY AND BETWEEN

M/s SMS WATER GRACE BMW PVT. LTD., having its office at Sewage Treatment Plant, Delhi Jal Board Complex, Nilothi, New Delhi- 110041 (For short hereinafter referred to as 'Service Provider') through its Mr. Prabal Pratap Singh Jadon, Assistant General Manager to enter into and sign this agreement for and on behalf of the Service Provider of the **ONE PART**.

JEEWAN MALA HOSPITAL PVT. LTD

Statutory Alert:

07/1, New Bohtak Road

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using a Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Water Grace BMW PVT LTD

AND

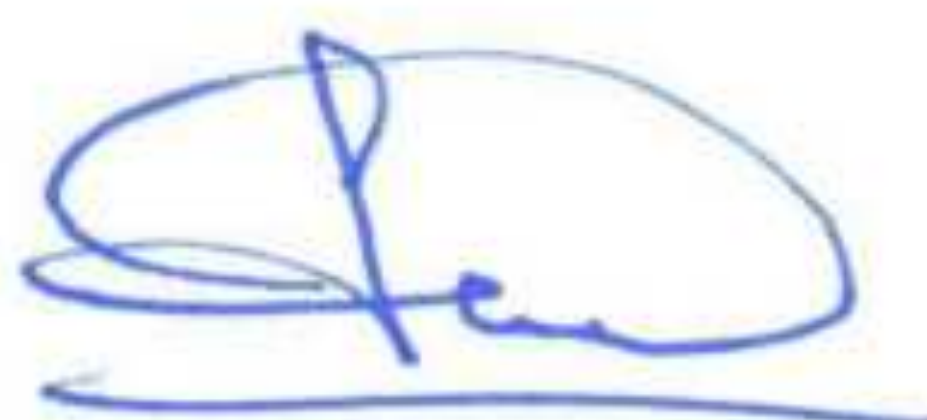
JEEWAN MALA HOSPITAL through
its Proprietor/Partner/Authorized Representative Mt./Dr. FAIZAN AHMAD of
the **OTHER PART**. (For Short hereinafter referred to as "Waste Generator")

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 selected by Director of Health Services (DHS), Health & Family Welfare, Govt. Of N.C.T. of Delhi and duly authorized by the Delhi Pollution Control Committee (DPCC), under rule of 8(4) of the Bio-Medical Waste (Management & Handling) Rules 2016 for operating and providing facility for the collection, Reception, Treatment, Storage, Transportation and disposal of the bio- Medical Waste. And whereas the Waste Generator is desirous of out sourcing the disposal of its Bio-Medical Waste and have approached the service provider for providing its service in this regard and 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 Waste Generator will segregate, pack and label the bio-medical waste in the colour coded bags from the waste generation points as per guidelines of Bio-Medical Waste (Management & Handling) 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 Bio-Medical waste which is not properly segregate and packed in accordance with guidelines of Bio-Medical Waste (Management & Handling) Rules 2016. The record of the collected waste shall be maintained by the Waste Generator with the acknowledgements signatures of the collection staff of the Service Provider to submit the annual Report to the concern Pollution Board in the prescribed format.
2. That the Waste Generator will deposit payment against the BMW disposal services and if the health care unit is closed before expiration of agreement the Service Provider will refund the balance amount after adjusting all the dues if any outstanding towards the Waste Generator.
3. That the Service Provider will charge to the Waste Generator, being Clinic/Pathological Lab/Diagnostic Centre etc. (Not having bed facilities) and being a Nursing Home/Hospital (Having Bed facilities) as per the following schedule of rates:



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New Delhi-110005



- (i) Minimum charges of 8896 (Rs. Eight Thousand Eight Hundred) for clinic/ Labs/ ladies hostels /Diagnostic Center/hospital (Beds 70) subject to a maximum collection of waste up to —. Extra quantity of waste will be chargeable @ Rs 22 per Kg. The service tax shall be borne by the Waste Generator upon the respective billings.
- (ii) ☒ The waste generator shall pay onetime non-refundable registration fees of Rs.500/ (Five hundred only).
- (iii) The rates enumerated in clause 3(i) above may be varied at any given point of time due to hike in fuel Price, Wages for Labour negotiation with any unanimous body i.e. DMA/IMA at District or state level or any other factor which may effect the cost.
- (iv) The rate will be revised for disposal of Bio medical waste as per the DGHS rate notification every year.
4. That the waste generator undertakes to make the payment through 'Account Payee Cheque or Demand Draft' in favour of the M/s SMS WATER GRACE BMW PVT. LTD. On before 15th day of each successive month and thereafter the interest@ 18% for p.a. shall be Service Provider if the payment is not made within the stipulated period.
5. (a) Notwithstanding the aforesaid terms this agreement may be terminated by either party by giving 30 days written notice. However this requirement of 30 days notice shall not be applicable in the event the service charges are not paid by the Second Party as provided in Clause 6 of this agreement or upon the occurrence of any of events specified in Clause 5b (i) & (ii) in which events the service would be suspended/ terminated forthwith.
- (b) Notwithstanding the aforesaid terms and conditions:-
- The Service Provider will be at liberty to discontinue this service to the Waste generator in the event: the Waste Generator does not pay the service charges.
 - The waste generator and Service Provider both to strictly follow the guidelines of the Bio-Medical Waste (Management & Handling) 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 and interest free Advance




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deposit referred to in Clause 2 above shall be returned without any interest thereon to the Waste Generator after the circumstance beyond their control of the parties.

6. That all the taxes, such as Contract Sales tax, Service Tax etc., if applicable, shall be paid and borne by the Waste Generator.
7. 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.
8. 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 Delhi, shall have exclusive jurisdiction to try, entertain and dispose between the parties thereto. All the notice, request, demands and other communications, required/permitted to be given under this Agreement shall be in writing.
9. That the waste generator 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 Waste generator 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 waste generate. Further. The waste generate also undertakes to give one month 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 in one month minimum service charges to the service provider in lieu of one monthly notice period.
10. That in case the service contract agreement gets misplaced at the waste generator end, then an additional Rs. 100/- will be charged from the generation of issuing the agreement once again.
11. That the waste generator further undertakes to sign every page of the agreement and return both copies of the agreement to the service provider's signature and the services provider will return the duplicate copy of the agreement to the waste generator. On receipt of the agreement to the Waste generator will submit a copy of the agreement with the date of service expiry to the pollution control committee /board.



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12. The term of this Agreement shall be for a period commencing from 01/04/23 to 31/03/2024

13. That in case there is any change in the constitution of waste generator the same shall be informed forth with to the service provider.

14. Please note that occupier must intimate the operator in writing in advance, preferably over and email, if the HCF is closed due to any reason. In absence of such intimation, occupier shall be liable to pay the service charges. Other terms and condition of service agreement remains the same.

15. That both the parties under take to remain bound by the term and conditions set out herein above.

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

WASTE GENERATOR

AUTHORIZED SIGNATORY

Address: JEEWAN MALA HOSPITAL PVT. LTD
67/1, New Rohtak Road
New Delhi-110005

67/1 NEW ROHTAK ROAD
KAROL BAGH NEW
DELHI-110005

Fax:

Witness - H.C.E.

1.

GAURAV JAIN
9212651072

SMS WATER GRACE BMW PVT. LTD.



AUTHORISED SIGNATORY

Sewage Treatment Plant,
Delhi Jal Board Complex
New Delhi-110041

Ph: +91- 8744076042

web : www.smsbmw.in

Email: prabal.singh@smsl.co.in

Witness:- SMSWGBMWPL

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ARVIND KUMAR SINGH
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