

# Service Level Agreement

Between Teerthanker Mahaveer Medical  
College & Research Center & TMU Hospital  
And  
SP Green Light Environment Waste Mgmt.  
LLP

For S P Green Light Environment  
Waste Management LLP

*Sachin Joshi*  
(Partner)



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

FS 772953

उत्तर प्रदेश UTTAR PRADESH

24 SEP 2020

This agreement entered into on the 1st day of the November 2020.

Between

M/s Teerthanker Mahaveer Hospital & Research Center and TMU Hospital having its Office at Delhi Road, Moradabad, by and through its representative Mr. Vipin Jain (Director), contact no. 9837763888, email id. [dy.dir.hh@gmail.com](mailto:dy.dir.hh@gmail.com) hereinafter referred to as the 'HOSPITAL', which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her respective legal heirs, representatives, executors, administrators and assigns of the ONE PART

And

M/s SP Green Light Environment Waste Mgmt. LLP, having its office at 1<sup>st</sup> Floor, Tiwari Market, Opp Ram Janki Mandir, Bareilly - 243001 by and through its representative Mr. Sachin Agarwal, contact no. 8171608844, email id. [spgrenhly@gmail.com](mailto:spgrenhly@gmail.com), hereinafter referred to as the 'SERVICE PROVIDER' which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns of the OTHER PART.

For S P Green Light Environment  
Waste Management LLP

Sachin Agarwal  
(Partner)



AND WHEREAS the HOSPITAL is running a hospital services and is desirous of getting the management and disposal of the Bio- Medical Waste as per the norms.

Whereas Operator has established a common bio medical waste facility/ facilities at SP Green Light Environment Waste Mgmt. LLP Saalpur Navadiya, Meeranpur Katra, Distt. Shahjahanpur, UP. For collection, reception, storage, transportation, treatment and disposal of Bio Medical Wastes (herein called as BMW) generated by the at the Public Health Facilities.

Whereas SERVICE PROVIDER undertakes the responsibility of collection, transportation, treatment and disposal of BMW, HOSPITAL shall undertake to adhere to this contract of service by Operator for a minimum period of 2 years from the agreement date.

Whereas the HOSPITAL agree to avail the services being provided by SERVICE PROVIDER with the terms and conditions as listed on succeeding paragraphs

## DEFINITIONS

- a. "Applicable law" means the laws and any other instruments having the force of law in India and State.
- b. "Operator" means any public or private entity who owns or control a common Bio-medical Waste treatment facility for the collection, reception, storage, transport, treatment, disposal or any other form of handling bio medical waste.
- c. "Occupier" means a person having administrative control over the institution and the premises generating bio medical waste, which includes a hospital and health care facilities, irrespective of their system of medicine and by whatever name they are called
- d. "Day" Means Calendar Day.
- e. "Effective date" means that the date on which this agreement comes into force.
- f. "Rules" Means Bio Medical Waste Rules 2016 including its amendment, if any.
- g. "CBMWTF" refers to the Common Bio Medical Treatment Facility.

## Entire Agreement

This agreement contains all the covenants, stipulations and provision agreed by the parties. No commitments, any statement, promise other than this agreement by any agent or representative of either party shall be considered valid.

## KEY DELIVERABLES OF THE OPERATOR

The HOSPITAL enter into a service level agreement for availing such services from the selected SERVICE PROVIDER

The operator agrees to deliver all the duties as described in **Clause 5 of the Bio Medical Waste rules 2016** & in addition to these few other deliverables, are expected to be



Sacm Assad  
(Partner)

accomplished by the operator under this agreement-

- a. Collection of Bio Medical Waste daily from Common Bio Medical Waste Storage Area of the HOSPITAL.
- b. The Operator will provide services to the occupier of health facilities who opts for such service during the contract period.
- c. The timing of collection of the waste will be before 10.00 AM daily or any other time mutually agreed by the parties.
- d. The Operator shall recruit its own personnel for handling Bio Medical Waste.

## RESPONSIBILITIES

### SERVICE PROVIDER

1. SERVICE PROVIDER is responsible to familiarize themselves with physical location, approach road and travel time to each facility in all weather conditions.
  2. SERVICE PROVIDER shall be in possession/obtain/renewal of authorization, certificates and statutory clearances from the competent authorities to operate the CBMWTF, as required under the law, rules and notification and guidelines.
  3. SERVICE PROVIDER shall be responsible for operationalization, maintenance and upkeep of all equipment / machines installed at Common Bio Medical Waste Treatment Facility as per law and regulations. The Operator would have provision of back-up for the critical equipment. In event of non-compliance to the Rules and Statute, the Operator shall be responsible for any legal penalty and consequences of thereof.
  4. SERVICE PROVIDER shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc. The State/ District/ Health Facility has no responsibility direct or indirect in meeting such obligations.
- SERVICE PROVIDER shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
6. Any pilferage/ damage to the hospital property due to mishandling, carelessness of the contractor/agency or his workmen will be recoverable from the SERVICE PROVIDER
  7. During hospital visit, CBMTF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehavior, etc. shall be dealt in legal action what so ever it may be would be reported to police by the health facilities.

### HOSPITAL

1. Segregate collection of Bio Medical Waste from the different sites of the health facility.
2. Transportation of the segregated waste from all sites of generation to the common storage area of health facility.
3. Shall collect, pack, label and handover the segregated waste in non-chlorinated

For S P Green Light Environment  
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*Secured*

- bags as stipulated under BMW (M&H) Rules. The Charges for such including the non-chlorinated bags shall be borne by the HOSPITAL.
4. That it shall be the sole responsibility of the HOSPITAL to keep BMW under lock and key so as to protect it from any sort of mishandling before it is handed over to the authorised person of SERVICE PROVIDER
  5. The HOSPITAL shall be responsible for to disinfect and mutilates the sharp edges and hand over it in a sealed puncture proof containers to the SERVICE PROVIDER
  6. The HOSPITAL shall take all necessary steps to ensure that the waste is handled without causing any adverse effects to human and environment.
  7. The HOSPITAL shall establish a common secured waste collection end point within its premises for collection and storage of BMW before handing it over to the SERVICE PROVIDER
  8. The HOSPITAL shall apply and obtain necessary authorization from the prescribed authority under BMW rules 1998 and amended in 2016 and submit its necessary return to the prescribed authority from time to time as laid down in the Rules.
  9. The HOSPITAL shall designate a 'Nodal Officer' to interact with the SERVICE PROVIDER

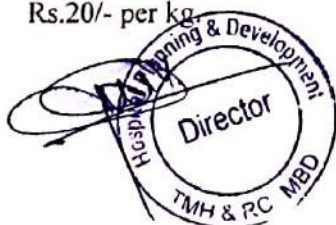
## GENERAL CONDITIONS OF CONTRACT

### Notices

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall in be writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the CBMWTF operator to whom the communication is addressed, or sent by registered post as specified in the agreement while signing.
- All notices or other communications under or in connection with this Agreement shall be given in writing at the addresses stated herein below and, unless otherwise stated may be made by letter.
  - (i) In case of the HOSPITAL: Delhi Road, Moradabad.
  - (ii) In case of the SERVICE PROVIDER: \_\_\_\_\_

### FINANCIAL CONDITIONS

1. The HOSPITAL shall pay an amount of Rs. 5,100/- (Five Thousand One Hundred Only) as one time non-refundable Membership fee.
2. That the SERVICE PROVIDER shall charge a sum of Rs. 1,26,000/- (One Lakh Twenty Six Thousand) per month towards collection, reception, storage, transport, treatment, disposal of BMW per month for bedded facilities. Number of beds shall be 1086 (One thousand Eighty Six). This shall be subjected to condition that the weight shall not be more than 8145 Kg per month. If the weight is more, extra charges shall be Rs.20/- per kg.



For S P Green Light Environment  
Waste Management LLP

Sachin Arora  
(Partner)

3. The above charges are exclusive of GST (if any) which shall be charges extra at the prevailing rates.

### Taxes & Duties

The SERVICE PROVIDER shall be liable to pay such direct & indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### PAYMENT TERMS

- The duly prepared bill of the preceding month along with weight records of the waste collected during month, shall be presented in triplicate by the Operator, within 1<sup>st</sup> week of every month, countersigned by both the authorities (Hospital & Authorized personnel of Agency), to enable the coordinating authorities to make payment well in time.
- In such case payment shall be made within 7 days of subsequent month after the date of receipt of the invoice.
- The TDS (if any) shall be deducted as per the applicable terms and rates.
- Payment shall be done through Cheque /NEFT/RTGS in the following account

A/c: SP Green Light Environment Waste Mgmt. LLP

A/c No.: 07124071000668

Bank: Oriental Bank of Commerce, DD Puram Branch, Bareilly

IFSC: ORBC0100712

### PENALTY TERMS

- In case the SERVICE PROVIDER does not receive their payments within 7 days of submission of monthly invoice, the interest shall be paid to the SERVICE PROVIDER @ 18% p.a.
- If there is a deficiency in the submitted documents, records, invoices/bills, communication to this effect would be sent to authorized representative of CBMWTF within seven working days of their receipt.

### AGREEMENT PERIOD

- This agreement shall remain in force for a period of TWO Years from 1<sup>st</sup> Day of November 2020 till the day of 31<sup>st</sup> October 2022. (Both days included)
- The agreement shall be renewable for further period with a mutual consent of both the parties and at the terms and conditions as decided during the renewal.
- However the charges shall be escalated by 10% (Ten Percent) over and above the current charges as mentioned in this agreement.



For S P Green Light Environment  
Waste Management LLP

Sarun Das  
(Partner)

## TERMINATION OF CONTRACT

### Failure to become effective

- If this contract has not become effective within ninety days of signing of contract by both the parties, either party may, by not less than Ninety (90) days written notice to the other party, declare this contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

### During Operationalization

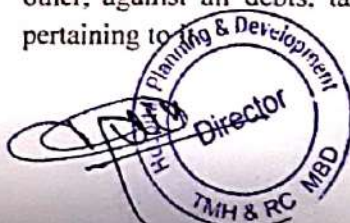
- The HOSPITAL will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part after giving notice to the CBMWTF Operator at least 60 days before the proposed date of termination. The CBMWTF Operator shall not be entitled for any compensation whatsoever in respect of such termination.
- If the SERVICE PROVIDER on account of any infringement of the conditions of the contract or violates any BMW Rules 2016, the HOSPITAL would have the right to recover compensation.
- SERVICE PROVIDER shall be at liberty to submit a notice of termination / suspension of the services offered at any time to the HOSPITAL if the HOSPITAL fails to make the payments to the SERVICE PROVIDER within the time frame of 60 days from the date on which they become payable
- That in case of termination of this agreement, it shall be the responsibility of both the parties to inform the competent authority.

### INDEMNITY:

Each party hereby indemnifies and agrees to keep indemnified and hold harmless the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective offices, directors, employees or agents, resulting from, arising out of or relating to :-

- a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
- failure to perform any obligations contained herein;
- a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements; or
- any willful misconduct or negligent acts or omissions by it or any of its officers, directors, employees or agents and any consequent accidents or explosions resulting there from.

Each party hereby indemnifies and agrees to keep indemnified and hold harmless the other, against all debts, taxes, liabilities, payments, claims, expenses and outgoings pertaining to



For S P Green Light Environment  
Waste Management LLP  
*Sachin*  
(Partner)

## FORCE MAJEURE

- "Force Majeure" means an event which is beyond the reasonable control of a party, if not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a party performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- Force majeure shall not include (a) any event which is caused by the negligence or intentional action of a CMWTF Operator and their staffs.
- Force Majeure shall not include insufficiency of funds or inability to make a payment required hereunder.

## ARBITRATION

- Therefore both the Parties agree in TRUE SPIRIT, that they will be faith full to each other and to the organization and will make all the effort to take the organization to the highest limits. Both the Parties further agrees that, under no circumstance they will allow the disputes or doubts to come up or be raised on either Party and will work together with full co-operation
- The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Moradabad in connection with any action or proceedings arising out or in relation to this Agreement.

All disputes, differences and questions of any nature which at any time arise between the parties to this agreement or their respective representatives and assigns or any of them out of the construction of or concerning anything contained in or arising out of this Agreement or as to the rights, duties or liabilities under it of the Parties to it respectively or their respective representatives shall be subject to the non-exclusive jurisdiction of the courts at Moradabad

- If dispute or difference of any kind shall arise between the HOSPITAL and SERVICE PROVIDER, both the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute by above mentioned means within 90 days of reporting of dispute, then either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitrator appointed by both the parties.
- Reference to arbitration shall be a condition precedent to any other action at law or in terms of the conditions of this document.

For S P Green Light Environment  
Waste Management LLP  
Sarun D...  
(Partner)

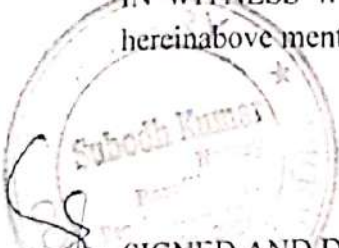


This agreement will be binding on all the parties in toto.

This agreement shall be executed in Duplicate. One copy each shall be kept with both the Parties individually.

The Stamp duty and registration charges, if any levied on this Agreement shall be borne by the SERVICE PROVIDER



IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.


  
25/10/2020  
SIGNED AND DELIVERED  
ON BEHALF OF THE HOSPITAL

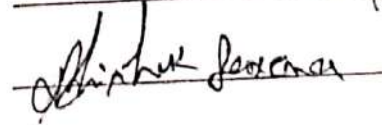
Witness for the HOSPITAL


SIGNED AND DELIVERED  
BY THE SERVICE PROVIDER

Witness for the SERVICE PROVIDER

  
For S P Green Light Environment  
Waste Management LLP  
Sacun Bhowmik  
(Partner)



At ESTD  
  
25/10/2020