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H 126894

**AGREEMENT**

This agreement is entered in to this day 1<sup>st</sup> September, 2017 between the Centurion University of Technology and Management and Saniclean Private Limited.

Whereas Saniclean Pvt. Ltd. having its registered office at 401, Radha Govind Enclave, N-4, 42F, I R C Village, Bhubaneswar-751015, hereinafter referred to as "Saniclean" is permitted by the Orissa State Pollution Control Board to set up a Common Waste treatment Facility (CWTF) for Bio-Medical Waste (BMW) at Tangiapada (Khurda) having Autoclave / microwave / incinerator/ ETP/ Shredder etc.

**AND**

Whereas CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT having its corporate office at 17, Forest Park, Bhubaneswar 751009, District Khurda, Odisha and its university campus at Ramchandrapur, PO, Jatni, Bhubaneswar District Khurda Odisha Pin 752050

Hereinafter referred to as "Client" where Bio-Medical (BMW) as defined in Schedule – I of the Ministry of Environment & Forest Government of Indian Notification Dt. 28<sup>th</sup> March 2016, (copy enclosed) is generated in the ordinary course of their business – training, diagnosis and treatment of patients and students.

Whereas the "Client" is required by law to dispose of the BMW strictly in conformity to the standards set out in the Schedule – C of the captioned Notification.

The "Client" hereby agrees to enroll with the Common Bio Medical Waste Treatment Facility (CBMWTF) as client and have their bio-medical waste treated and disposed of by "Saniclean" as per the norms stipulated by the Pollution Control Board and "Saniclean" agrees to collect transport, treat and dispose of the BMW generated by the "Client" and both parties have agreed in the modalities and terms and conditions therefore herein below.

*C.R.P.2*

**Sani Clean Private Limited**

*Amrit Aggarwal*

**Director**



1. The Client agrees to have the BMW generated in their premises properly segregated by their staff and kept in color coded closed bags as per Schedule – II of the notification at a place in their premises designed by “Saniclean”.
2. “Saniclean” will have the closed bags filled with BMW collected by their staff from the premises of “Client” at pre determined intervals and will transport the same in their vehicles.
3. The evacuation of BMW from the Client’s premises will be done by “Saniclean” twice a week without fail. The “Client” or their designated person will be given an acknowledgement by the staff of “Saniclean”, specifying the quantities & number of the colour coded bags. The person authorized by the “Client will give service to get the compliance certificate from the PCB.
4. This agreement authorizes the “client” to inform the PCB that they have enrolled with the CBMWTF of “Saniclean” and their waste is being processed by “Saniclean”. The “Client” has a statutory obligation to submit an application to PCB and obtain authorization to generate BMW and has to submit yearly reports to them.
5. The “Client” will purchase the bags and plastic bins required for the purpose. “Saniclean” agree to assist to the “client.” in procuring the same, if so desired by the client latter or “Saniclean”, also can provide colour bags at the market price
6. The agreement will be in force for 4 years. The “Client” agrees not to enter into any agreement for disposal of their BMW with any other party during the period.
7. The Client agrees to pay the designated fee to “Saniclean” which is calculated Rs. 20,000.00 flat per month. The amount will be increased @ 5% in every twelve months for example Rs. 21,000.00 per month in the next twelve month. Besides, Taxes, such as Service Tax, Central sales tax, GST etc., shall be charged to the Client’s account.
8. The exact bed strength will be taken from the declaration given by the “client” to the PCB while taking authorization or the number physically’ verified and confirmed whichever is highest. Bed strength of the client will be verified every year or when client expands its bed strength.
9. At present client declares that the institutional bed strength is nil.
10. “Saniclean” will forward the bill for each month before 5<sup>th</sup> of the next month. The “Client” promises to pay the bill to “Saniclean” promptly within the 12<sup>th</sup> of every month. If payment is made beyond due date, 2% of the bill amount subject to minimum of Rs.75/= will be levied in the next service bill as late payment charge.
11. “Saniclean” will stop picking up the BMW from the “Client” if the bill remains unpaid beyond 15<sup>th</sup> of the month or is payable.
12. “Saniclean” will not pick up the BMW if it is not segregated as per the BMW rules of MoEF or packed improperly or general garbage is mixed up in the BMW. This will render the “Client” open to prosecution by PCB authorities for failure to conform to the BMW Rules. However Saniclean shall render free training on proper bio medical waste segregation as per the BMW Rules 2016, to the waste handlers of the Client.

**Sani Clean Private Limited**

*Amrit Agrawal*

**Director**

*C. R. R. 2*



13. "Saniclean" undertakes that they will collect, transport, treat and dispose off the BMW strictly as per BMW rules.
14. "Saniclean" hereby indemnifies yearly from all responsibility liability with regard to their BMW disposal so long as they (the 'Client') implement the BMW Rules as far as segregation is concerned and pay the bills of "Saniclean".
15. In case the "Client" finds any irregularities in collection of waste, they can send a notice in writing to Saniclean for immediate action.
16. In case of failure of "Saniclean" to collect the BMW from the "Client", Saniclean will be liable to pay a penalty of 10% of monthly, which will be deducted from the amounts payable by the clients to "Saniclean" in the monthly bills. The client agrees to provide relaxation of minimum 1 2 days in a month for evacuation of BMW from the client's premises. (These circumstances may happen in any month for any unavoidable situation). If Saniclean fails to collect the BMW after two days, the client can contact Saniclean over telephone or send a written notice for explanation.
17. "Saniclean" will keep their plant in good running condition at all times and ensure availability of service to the "Client" on all the days without fail.
18. The "Client" will pay an amount equivalent to 4 months bill (based on their bed strength or flat to "Saniclean") at the time of execution of agreement. If any time Saniclean will stop picking up the BMW from the Client for non-payment of service charge (Clause-12) then Client will pay an amount equivalent to 6 months service bill as security deposit to Saniclean at the time of restart of picking up the BMW from the Client. If the Client will not start the operation of the HCl within six months of this agreement then the agreement stands automatically void and the amount will be forfeited.
19. This agreement is entered into by the "Client" on the expressed understanding that "Saniclean" will maintain and operate the CWTF, Collect, Transport, treat and dispose of the BMW from the premises of the Client strictly in compliance with the norms of the PCB. It will be the responsibility of "Saniclean" to obtain the consent from the PCB every year and keep the same always current. The "Client" will, in no manner bear responsibility for omissions / commissions. If any, committed by "Saniclean" although the parties are dealing on a principal an agent relationship.
20. In case of any violations by any of the terms of the agreement by either side. The same may be terminated by issue of notice in writing three months in advance by either party for terminating their respective obligations. Notice shall not be applicable in the event the service bills are not paid by the "Client" as provided in clause 7 of this agreement.
21. In case of any disputes arising out of the obligations on each party as per this agreement, the same shall be settled by mutual negotiations as far as possible. In case of failure of negotiations, an arbitrator from each side will be nominated who will resolve the issue by mutual discussions, as per the Arbitration & Conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The seat of arbitration shall be at Bhubaneswar.

All the above points will have legal bindings for a minimum period of ten years from the date of this agreement.



**Sani Clean Private Limited**

*Anand Agrawal*

**Director**

Signed sealed and delivered this day 1<sup>st</sup> of September, 2017 by both parties who have put their hand to this deed of their free will


Signature

Centurion University of Technology  
& Management,  
17 Forest Park,  
Bhubaneswar-751009

  
Sr. Manager (HRA)

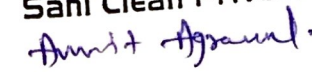
Seal

WITNESS:

- 1)  (DR. ASHISH KUMAR SEN)  
School of Paramedical & Allied Health Sciences  
Centurion University 17 Forest Park BBSR-9
- 2)

Signature

M/s Saniclean Pvt. Ltd.  
401, Radha Govind Enclave,  
N-4, 42F, I R C Village,  
Bhubaneswar 751015  
**Sani Clean Private Limited**

  
DIRECTOR Director

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