

हिमाचल प्रदेश HIMACHAL PRADESH

B 330271

AGREEMENT

This Agreement is made at Shoolini University, Bhajol, Solan H.P. on this 14th day of July, 2017 between Shoolini University, Bajhol (Sultanpur) Solan, Tehsil & District Solan, H.P. Through Its Pro Vice-Chancellor of the Shoolini University (hereinafter called the first party).

AND

Mr. Harinder Kumar Son of Sh. Jagdish Chand, R/O Village Oiley, P.O. Kotla, Tehsil & District Solan, [H.P] (hereafter called the second party) which expression shall include their representatives, successors and assigns. And where Mr. Harinder Kumar is entrusted for the Daily Garbage Collection of the University Premises and approved by Pro Vice-Chancellor of the Shoolini University.

Hereby grants its approval for the collection of the garbage from the Shoolini University Premises for a period of One year i.e. 14-07-2017 to 14-07-2018 on the following terms and conditions.

TERMS AND CONDITIONS

1. Contract period is for 1 year and shall be renewed on mutual consent for another period of 1 year in the larger interest of the institution.

It is expressly clarified that although Mr. Harinder Kumar has entered into an agreement with Shoolini University for the Daily Collection of the garbage no other vender can do the similar work in the University premises.

3. Rupees ~~47,000/-~~ per month is settled with Shoolini University towards the Daily collection of the Garbage Collection.

4. The second party shall not hike the without the consent of Authorities of Shoolini University.

5. The Second Party must collect the garbage daily failing which fails will costs him a penalty of Rupees 2,000/-day.

6. During the validity period of this agreement Second Party shall not enter into any similar agreement with any other company or person.

7. The second party will only dump the garbage including waste from the animal house and waste in authorized dumping place as declared by the Govt. Authorities and produce NOC.

8. Garbage is to be collected everyday even on Sunday, state holidays and National holidays. In case of Second Party absence due to any emergency, he is to assign the routine job to the person nominated by him and inform the first party in advance failure of which will cause him the mentioned penalty as said above.

9. Any of the parties of this agreement may discontinue this agreement by giving 30 days written period notice to the either on expiry of which, this agreement shall come to an end for all the purposes.

10. That all the questions and disputes arising out of the agreement or the rights or the entitlement of the parties and any other dispute of whatsoever nature between the parties arising during the terms of the agreement, thereafter shall be referred to a sole Arbitrator mutually agreed between the parties, failing which to a sole arbitrator nominated by the Indian Council of Arbitrator on a joint application. The award of the arbitrator shall be final, conclusive and binding on both the parties.

In witness both the parties hereto signed this agreement at Solan on the day, month and years mentioned above in the presence of witnesses,

These increase to Rs. 59000/-

[Signature]

सेवा में,

श्री मान डायरेक्टर ऑफ़िशन

Shoolini University
Bhagal.

श्री मान जी,

सौजन्य निवेदन यह है कि मैं हरिकुमार
Shoolini University में garbage उठाने का कार्य
करता हूँ मुझे यहाँ पर कार्य करते हुए 3 साल
हो चुके हैं! मुझे यहाँ पर 14 जुलाई 2018 को
3 साल हो चुके हैं। अतः आप से गुजारिश है
कि मेरे एग्जीमेंट को रिन्यू किया जाए अर्थात्
मेरा एग्जीमेंट यहाँ पर 3 साल पहले 47,000 रु०
में हुआ था जिसके चलते हुए अब हमारे खर्चे
बढ़ चुके हैं जैसे कि तेल का खर्च, garbage bag
का खर्च इत्यादि अतः आप से गुजारिश है
कि आप इसे 47,000 से 52,000 रु कर दिया
आपकी अति कृपा होगी,

धन्यवाद

cc to VC

DATE - 17-7-2018

Sir,

1. We are paying Rs 47000/- for garbage lifting each month. The contractor has requested for increase to Rs 52000/-
2. We have not increased his rate from 2015. (considering) increase in inflation, his request is justified. If agreed the mess & canteen contractors share will be distributed accordingly.
3. Submitted for decision please.

[Signature]

[Signature]
17/7/18

CONTRACTUAL AGREEMENT

This Contractual Agreement is entered on 18th May 2017.

BY AND BETWEEN

Enviro Engineers Shimla, Thakur Sadan Chalounthi, Sanjauli, Shimla-6 or Post Box No. 70, Shimla (H.P.) hereinafter, called as 1st party duly authorized by the H.P. State Pollution Control Board, Paryavaran Bhawan, New Shimla 171009 for the compliance of Bio-Medical Waste (Management & Handling) Rules, 2016 through Mr. Kishor Kumar Manager, Enviro Engineers, Shimla, who has been duly authorized to execute and sign this agreement for and on behalf of Enviro Engineers, Shimla on the one part.

AND


Shoolini University, Solan (H.P.). Hereinafter as 2nd Party, on the other part and is also referred to as Health Care Unit (HCU).

Now the following terms of reference have been agreed upon by both the parties: Responsibilities of Health Care Unit (HCU)/Generator of BMW

- ❖ Will take all steps to ensure that the waste is handled without adverse effect to human health and environment before collection by taking the steps to segregate the waste at the point of generation in accordance with Schedule I & II of Bio-Medical Waste (Management & Handling) Rules, 2016 in compliance with the standards prescribed.
- ❖ Will maintain the record of Bio-Medical Waste Generated/Handed over.
- ❖ Will fix a Bio-Medical Waste lifting point (Collection and point) and will also authorize a person, whose name and designation will be submitted to 1st Party in writing to interact with Enviro Engineers Shimla/collection van staff and will sign the Enviro Engineers Shimla daily route chart as acknowledgement of the visit/BMW handed over.
- ❖ Will intimate the absentee, if any, very next day to Enviro Engineers Shimla office.
- ❖ Will destroy, disinfect sharps and mutilate them in puncture proof containers before collection.
- ❖ Will provide colour coded bags for BMW collection to avoid any violation.
- ❖ Will renew their contractual agreement one month before the date of expiry.

Responsibilities of Enviro Engineers Shimla:-

- ❖ Will receive, collect and transport the BMW, handed over by HCU/generator in color coded bags
- ❖ Will hand over the incinerable waste to Enviro-Engineers, BMW Plant site at Sandli/Pirdi for treatment and final disposal.
- ❖ Will submit the monthly report of the waste collected/ continuation or discontinuation of the services of relate HCU to the prescribed authority and will also submit the annual report to the prescribed authority.

For 
Enviro Engineers

GENERAL TERMS AND CONDITIONS:

- ✓ The terms of this agreement shall be from 1st May 2017 to 31st March 2020
- ✓ Enviro Engineers Shimla will charge minimum Rs. 5500/- from the HCU/Waste generator for the Collection, Handling, Transportation & Disposal of the BMW upto 10Kgs. waste Rs 50/-Kg will be charged for extra waste & 10% will be increased per year automatically.
- ✓ Taxes such as Service Tax or any other tax as and when applicable shall be to the waste generator's account
- ✓ Enviro Engineers Shimla will transport the Bio-Medical Waste once in a week and can discontinue the services of the waste generator in the event the waste generator is at default in responsibilities/payments with seven days prior notice
- ✓ Bio-Medical Waste should be segregated, leveled, tagged and tied in proper colour coded bags i.e. :-
 - **Yellow Bags** : Infectious Waste, bandages, gauze, cotton or any other objects in contact with body fluids, human body parts, placenta, microbiological waste etc.
 - **Red Bags** : Plastic waste such as catheters, injection syringes, tubing's bottles.
 - **Blue Bags**: All types of glass bottles and broken glass articles, needles, blades, sharps and all metal articles.
- ✓ No change or modification or waiver of any of the terms and conditions of this agreement shall be effective, unless agreed to in writing and shall be in force as agreed upon by the both parties hereto
- ✓ Neither party shall transfer and nor assign the rights granted under the contract agreement without the prior intimation to and permission of the other party of without obtaining a written undertaking by the proposed assignee/transferee agreeing to assume all the said parties obligations and covenants contained herein
- ✓ This agreement shall be governed by the law of India and shall be interpreted and construed in accordance with the laws of India and the Courts at Shimla shall have exclusive jurisdiction to try, entertain and dispose between the parties hereto.
- ✓ All the notices, requests, demands and other communications required/permitted to be given under this agreement shall be in writing and delivered by hand against receipt, or sent by registered post to the address of any of the parties.
- ✓ Any such notice or communication shall be deemed to have been duly given and served at the date and time or (i) delivery or of first refusal of delivery, if sent by registered mail or delivered by hand or (ii) either the date sent (if sent during the receiving party's normal business hours) or next succeeding day, if sent by telefax.
- ✓ **Enviro Engineers Shimla will not pick up the BMW from any HCU/Generator of Bio-Medical Waste if it is not segregated, packed and tied in proper colour coded bags marked with code No. or mixed with other general waste as per the Bio-Medical (M&H) Rules, 2016.**

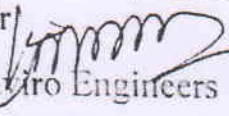
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL, THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

On behalf of Shoolini University Solan,


Authorized Signatory
Registrar

Shoolini University of Biotechnology
& Management Sciences
SOLAN (HP)

On behalf of Enviro Engineers Shimla,

For 
Enviro Engineers

Authorized Signatory