ও০ার্কার্চরীর आन्ध्र प्रदेश ANDHRA PRADESH

CN 698024

Serial No:35 Purchased By N HANUMAIAH S/O N HANUMATHU RAO TIRUPATI

COURT

22.23

Denomination: 100

AWM CONSULTING LTD.,

TIRUPATI

Stampis, no

CN 698024

Sub Registrar Ex. Offico Stamp Vendor SRO Tirupathi (R.C)

### AGREEMENT

This AGREEMENT is made this day, the 05 day of January, 2021 at Tirupati, Chittoor District, Andhra Pradesh

#### BETWEEN

AWM Consulting Limited., having its local office at 1-5-553, 2nd Floor, Balaji Colony, Tirupati, Chittoor District and incorporated under the Indian Companies Act of 1956 herein after referred to as "AWM"

### AND

Sri Venkateswara Institute of Medical Sciences, Tirupati, Chittoor District a Super Speciality Hospital situated in Tirupati, Chittoor District, Andhra Pradesh, India represented by the Register here in after referred to as "SVIMS"

Whereas AP Pollution Control Board has authorized AWM as the authorized operator for handling and management of bio medical waste in Chittoor District.

Whereas SVIMS has accorded permission to AWM Consulting Limited,



REGISTRAR SVIMSUNIVERSITY TIRUPATI - 617 567, A.P., INDIA.

pachikapallam(V), Vedurukuppam(M), Chittoor District in pursuance of the consent order of A.P.Pollution Control Board, Vijayawada in Consent Order No.APPCB/KNL/TPT/SVIMS/HO/CF0&BMW/2006, dt.23.11.2020 for collection and disposal of Bio Medical Waste from SVIMS FOR 825 operational beds at the rate of Rs.7 /- per bed for bed for a further period from 01.11.2020 to 31.10.2025.

Now therefore, it is agreed between AWM and SVIMS to enter into agreement on the following terms and conditions:

াক	AWM hereby agree to provide comprehensive waste handling management.
(ii)	The scope of waste management and handling services will cover the following

(a)	Waste segregation: "AWM" will help SVIMS segregate, at sources, various categories of waste generated.
(b)	Waste Collection: "AWM" will provide standardized colour coded containers, at cost, to be used for collection of various categories of biomedical waste at source. SVIMS will be provided with be collected as per the schedule and transport to "AWM"S CTF.
(c)	Waste Disposal: Waste will be disposed off in accordance with the existing laws, Bio-Medical Waste rules 2016.

In consideration of "AWM" providing the aforesaid professional services, SVIMS agree to arrange payment for 825 operational beds at Rs.7 /- per bed per day.

AWM 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 AWM would have provision of backup for the critical equipment. In event of non-compliance to the Rules and statute, AWM shall be responsible for any legal penalty and consequences of thereof.

AWM 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, gravity, medical benfit, compensation, retrenchment benfit etc. The SVIMS has no responsibility direct or indirect in meeting such obligations.

REGISTRAR
SVIMSUNIVERSIT

AWM shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes and duties as levied.

AWM shall provide adequate training & personal protective equipment to the

staff to ensure occupational safety.

Ensuring safety of premises, equipment, fixtures & furniture and also personal safety including fire or theft shall be the responsibility of AWM and the SVIMS shall not be held responsible directly or indirectly on such counts.

Any pilferage / damage to the SVIMS property due to mishandling, carelessness of AWM or its workmen will be recoverable from AWM.

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

AWM shall indemnify all costs, expenses, damages etc. in relation to handling / mishandling / omission to handle the bio-medical waste as per provisions of Bio-Medical Management rules 2016.

## NO BREACH OF CONTRACT

The failure of a party to fulfill any of its obligations shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable precautions & reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

# TERMINATION OF CONTRACT

If this contract has not become effective within 90 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.

### 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 was, 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

REGISTRAR SVIMS UNIVERSITY THOUPATH-517507, A.P., INDA negligence or intentional action of a AWM and their staffs.

Force majeure shall not include insufficiency of funds or inability to take a payment required hereunder.

This agreement is valid for 01 (one) year from 01.11.2020 to 31.10.2021 and AWM reserves the right to increase the charges depending on the general conditions prevailing at that point of time with the consent of pollution control board.

This arrangement, its meaning and interpretation and relation between the parties shall be governed by the applicable laws of India.

IN WITNESS WHEROF both the parties have signed this agreement on the day, month and year above mentioned.

AWM CONSULTING LIMITED

Witness:

Witness:

H. Prasanna Lauch

NAME: HPCH-Safqananayana.

TRUPATI- 517 507, A.P., INDIA.
SRI VENKATESWARA INSTITUTE

OF MEDICAL SCIENCES

TIRUPATI

DESIGNATION: Route incharge

**DESIGNATION:** 

ADDRESS: Tirupali.

DEPUTY DIRECTOR
GENERAL MAINTENANCE
ADDRESS INSTRUCT OF LITTLE A STORE