

Phone No: .....  
Sold To/Issued To:  
Abhay Ranjan  
For Whom/ID Proof:  
HIMSW

भारत INDIA  
INDIA NON JUDICIAL  
SHANKAR SINGH  
S.Y. NO. 4/1002  
HING ROAD, MICHAL, NAGAR  
NEAR LANGUN HODDER  
HYDERABAD-500008  
TELANGANA  
भारतीय गैर न्यायिक



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Agreement  
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**Service Level Agreement between G Narayanamma Institute of Technology & Science in Hyderabad and Hyderabad Integrated MSW Ltd for Collection, Transportation, Processing and Disposal of Municipal Solid Waste (MSW)**

**SERVICE AGREEMENT**

**This Service Agreement is made on (22<sup>nd</sup>) day of (June), (2023) at (Hyderabad)**

**BETWEEN**

**Hyderabad Integrated MSW Ltd. (HIMSW), a company incorporated under the Companies Act 1956 having its Registered Office at Ramky House, Raj Bhawan Road, Somajiguda, Hyderabad-500032 through its authorized representative Mr. Abhay Ranjan (hereinafter referred to as the "Company") which expression shall, unless repugnant to the context thereof, mean and include, its executors, legal representative, successors and permitted assigned)" Of One Part**



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**AND**

**G Narayanamma Institute of Technology & Science**, having its Registered Address, Shaikpet Darga, Tolichowki, Hyderabad, Telangana 500008, through its Authorized Representative Dr. Ramesh Reddy (**hereinafter referred to as the "Client"**) which expression shall, unless repugnant to the context thereof, mean and include, its executors, legal representative, successors, and permitted assigned)----- **Of the Other Part**

Hereinafter, **Company** and **Client** individually shall be referred to as **Party** and jointly as **Parties**.

**WHEREAS:**

- A. The Company is engaged in the business of collection, transportation and processing/disposal of Municipal Solid Waste (MSW) having executed a concession Agreement with Greater Hyderabad Municipal Corporation (GHMC) and also having one of the largest Integrated MSW Management facilities in India including 24 MW waste to energy plant.
- B. The Client is in requirement of the services of the Company for collection, transportation, processing and disposal of the Municipal Solid Waste and transported from the premises of Client, as per the SWM Rules 2016.
- C. The Company has agreed to collect, transport, process and dispose the Municipal Solid Waste ("MSW") generated by the Client to its existing waste processing facility at Jawahar Nagar Processing & Disposing Facility (P&D) and Waste to Energy Facility.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE-MENTIONED PREMISES AND THE MUTUAL PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, CLIENT AND COMPANY HAVE AGREED TO ENTER INTO THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH HEREINAFTER:-**

**1. Scope of Work**

The Company will collect and transport the MSW from designated locations of Client pace along with this agreement once a day, and process the same at the P&D facility, the Company agrees to process and dispose of the same in compliance with SWM Rules 2016 and any amendment(s) thereof.

**2. Role and Responsibilities of the Client:**

- a) The Client will ensure that MSW shall be stored in proper segregated manner at the designated location within the premises of the client.
- b) The MSW shall be collected and transported by the Company in a safe manner up to Jawahar Nagar or any other authorized processing facility for processing and disposal purposes.
- c) The Client will store the MSW in a segregated manner at a designated place in compliance with MSW Rules in bins compatible with Refuse Compactors.
- d) The Client shall ensure that the stored waste is only MSW and that no other waste (Hazardous or Construction and Demolition waste or Bio-Medical Waste) is mixed with the MSW.



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### 3. Role & Responsibility of the Company:

- a) The Company is solely responsible to obtain all applicable Permits, Licenses required in relation to the waste management activity from GHMC and other statutory authorities and shall provide the same to the client upon request by the Client.
- b) That the Company shall provide uninterrupted services to the client by utilizing the best of its professional capabilities and by exercising all due skills, care, and diligence to ensure that the services are in compliance with best industry practices and compliance of applicable rules and including but not limited to MSW Rules.

### 4. TERM

This Service Agreement shall be effective from 21<sup>st</sup> June 2023 and will remain valid initially for a period of one year from the date of signing. This can be extended for a further period on mutually agreed terms & conditions and in accordance with revised user charges as per GHMC notifications time to time.

### 5. TERMINATION

5.1 The Company may terminate this agreement immediately up on written notification, if any of the following occur:

- a) The Client becomes insolvent in the reasonable opinion of the company, is otherwise unable to fulfill its obligation in accordance with this Service Agreement during the term.
- b) If in the absolute opinion of the Company, the client is involved in activities that may be detrimental to the image of the Company.
- c) The Client does not pay the user fee within the time frame stated in this Service Agreement.

5.2 The Client shall terminate this Service Agreement upon written notification of 30 days if any of the following occur.

- (a) **Company** becomes insolvent.
- (b) **Company** fails to deliver the services of MSW collection, transportation, processing, and disposal as per rules.

### 6. Service Fee ("User Fees")

- a) In consideration of the Scope of Work, the Client shall pay to the Company, the fixed user fee per month Rs.10000/- excluding GST based on the Actual Generation in accordance with the terms of this Service Agreement per month.
- b) The user fees shall be paid/ released within 10 days by the Client from the date of submission of invoice/ bills by the Company to the Client. This user fee is exclusive of any taxes and the same shall be paid by the Client in addition to monthly User Charges. Delay of more than 15 days in payment of User Charges shall attract interest @ SBI PLR Rates.
- c) Monthly user fee will be fixed for the first year of this Service Agreement. However, if parties decide to extend the service for another year, user fees shall



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- be increased by 5% per annum automatically or as revised by GHMC. This increased rate shall be applicable throughout an extended period of one year.
- d) The Client must not claim any reimbursement from the Company for any payment made by the Client for the performance of its obligations under this Service Agreement.

#### **7. INDEMNITY**

- a) The Client indemnifies Company, and will keep indemnified, at all times from and against any and all losses (including consequential loss and loss of profit), damages or liability (whether criminal or civil) suffered, legal fees, and all other costs and expenses incurred by the Client or any of its affiliated companies (whether directly or indirectly) as a result of a breach by the Client.
- b) However, the Client shall not be responsible for any damage or claim for loss of life or property, if such damage is caused by the workmen/employees of the Company or plant & machinery of the Company.
- c) The Company will not be responsible for any damage or claim for loss of life or property, if such damage is caused by the workmen/employees of the Client, within or outside P&D Facility.

#### **8. CONFIDENTIALITY**

##### **8.1 Confidential Information**

Client agrees that proprietary information relating to the Company, including information relating to its business, operations, methodologies, technologies, personnel, customers, vendors, etc., that is not generally known to the public and that, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary, and other information identified as confidential by such Party, including this Agreement and its contents, are confidential information of the Company ("**Confidential Information**").

#### **9. Labour & Safety Compliances:**

- a) The Parties will not employ any person who is younger than the age of 14 years for the provision for the services.
- b) The Parties represents and warrant that no employee or Party's personnel will be engaged in work that, by its nature or the circumstances in which it is carried out, is likely to harm the health or safety of its employees or Party's personnel. In addition, the Parties represents and warrants that the Parties will comply with all applicable laws and regulations including applicable safety related laws amended from time to time in relation with this Agreement.

#### **10. Dispute Resolution**

##### **10.1. Amicable Resolution**

- (a) Save where expressly started to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the dispute) shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.



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(b) Either Party may be require such dispute to be referred to the signatories of the Agreement (or the person holding charge) for amicable resolution. Upon receipt of instruction from either Party, both Parties shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempts to amicably resolve the dispute. If the dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either **Party** may refer the dispute to arbitration. Place of arbitration will be Hyderabad only.

**11. Amendments**

This Agreement may be modified or amended only by writing, duly executed by or on behalf of the Parties here to. This also applies to a waiver of the written form.

**12. Language**

All notices, certificates, correspondence or other communication under or in connection with this Agreement, shall be in English.

In WITNESS WHEREOF the parties here to have set their respective hands on the original and one duplicate copy of this agreement hereof the day and year first hereinabove written.

For & on behalf of G  
Narayanamma Institute of  
Technology & Science

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22/6/23

Authorized Signatory

Name:- Dr. Ramesh Reddy

Designation:- Principal

Date :- June 2023

Witness:

1.

2.

& on behalf of HiMSW

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23.06.2023

Authorized Signatory

Name:- Abhay Ranjan

Designation:- Chief General  
Manager

Date:- June 2023



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PRINCIPAL  
G. Narayanamma Institute of  
Technology & Science (for women)  
(AUTONOMOUS)  
Shaikpet, Hyderabad - 500 104.