

229

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 28/03/2023

Certificate No. G0282023C3153

\*G0282023C3153\*

Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 100822234

\*100822234\*

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Polestar Infosystem

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99\*\*\*\*\*71



**Buyer / Second Party Detail**

Name : Sgt University

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*71

Purpose : SERVICE AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**SERVICE AGREEMENT**

This General Service Agreement is made and entered into force on 01/04/2023 by and between the following parties

Polestar Infosystem, a partnership firm having its registered office at H. No. 413, Sector -51, Gurugram, Haryana- 122001 (hereinafter referred to as the "Service Provider") (Which expression shall unless repugnant to context or meaning thereof, be deemed to mean & include its assigns, nominees, legal representatives) through its duly Authorized representative ...SANTAY SINGH...

AND

SGT Rural Health Centre, Vill. Kaliawas, Gurugram, Haryana-122001 (hereinafter referred to as the "Customer-Occupier/Health Care Facility (HCF) (Which expression shall unless repugnant to context or meaning thereof, be deemed to mean & include its assigns, nominees, legal representatives) through its Registrar

Registrar  
SGT University,  
Budhera, Gurugram



## Background:

1. The Service Provider is in the business of IT solutions and consultancy, customized software solutions including mobile applications with regards to data management, Customer relations, accounting, bar coding, scanning solution and process automation. It also supplies Products such as poly bags, containers, boxes, bins for different waste streams.
2. As explained and discussion with the Service Provider, the Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services as explained in this agreement to the Customer.
3. The Service Provider is agreeable to provide such services to the Customer on the terms and conditions set out in this agreement.

**IN CONSIDERTION OF** the matters described above and of mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged. The Customer-Occupier/Health Care Facility (HCF) and the Service Provider (individually the "party" and collectively the "parties" to this agreement) agree as follows:

### 1. Scope of Services:

1.3 The Customer-Occupier/Health Care Facility (HCF) hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:

1.1(a) Use of mobile application registered as "Polestar" on Google Play Store ("mobile application") which is owned by the Service Provider with user id and password provided to CustomerOccupier/Health Care Facility for scanning the bar codes (scanning by Occupier is applicable for Health Care Facility having more than 30 Beds) provided by the Service Provider to the Health Care Facilities as per requirement of Bio-Medical Waste Management Rules 2016 with amendments till date and guidelines issued there under by the Central Pollution Control Board.

1.1(b) Use the data scanned through mobile application as detailed in Sr. No 1.1 (a) either on mobile application or online website login details provided by the Service Provider.

### 2. Terms of the agreement:

2.1 The term of this Agreement (the "Term") will begin on the date of signing of this Agreement and will remain in full force for a period of one year from the date of this agreement.

2.2 In the event of either party wishes to terminate this Agreement, that party will be required to provide 30 days' notice to the other party.

  
Registrar  
SGT University,  
Budhera, Gurugram



  
Polestar Infosyst  
Gurgaon  
Haryana

2.3 The data collected through mobile application will not be shared by the Service Provider with any agency or individual except Pollution Control Board/ Committee and concerned Health Care Facility.

2.4 Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement. Non-payment of charges, mentioned in the clause no. 3.1 will be considered as a condition which will lead to the termination of this Service Agreement. Upon the termination of this agreement, the Service Provider will not be liable for scanning, providing or storing or transferring the data collected through mobile application after the termination of this Service Agreement.

### 3. Consideration and Terms of Payment:

#### 3.1 Consideration

In consideration of the services rendered by the Service Provider under this agreement, the Occupier shall pay consideration to the Service Provider as provided hereunder ("Consideration"):

**Annexure I**  
**Barcode System - Mandatory Compliance**  
**BAR CODE SYSTEM**

SL. No.	Services/ Products	Description	Charges for 01/04/2023 to 31/03/2024	Charges for 01/04/2024 to 31/03/2025	Charges for 01/04/2025 to 31/03/2026
1	Bar coding system & Data management (Usage Charges)	Complete Bar code System including- Android App + AMC + Data Preserve for 5 years + Server Rent + Data Transfer to HSPCB + Waste acknowledgment through Email + Log in Credentials through app and website + Scanning by CBWTF staff + free door - step delivery	Rs 5,500/- + Rs 990/- (GST @ 18%) = Rs 6,490/-	Rs 5,775/- + GST as applicable at the time of payment	Rs 6,063.75 + GST as applicable at the time of payment
2	Bar coding Stickers	- Bar coding stickers as per BMW Rules and CPCB Guidelines - Free door step delivery	Rs 1.00/ sticker (Color Coded)	Rs 1.00/ sticker (Color Coded)	Rs 1.00/ sticker (Color Coded)

- GST Extra, if applicable shall be payable by the Occupier

Username and Password will be provided by the Service Provider to the Occupier, where the occupier can scan, provide, store or transfer his data.

  
Registrar  
SGT University,  
Budhera, Gurugram



  
Registrar  
Infosys  
Gurugram

### 3.2 Mode of Payment

(a) All payments are to be made through Cheque/Demand Draft/NEFT/RTGS only; No Cash Payments will be accepted in lieu of monthly/ annual charges.

(b) In lieu of the Services rendered by the Service Provider pursuant to this agreement, the Occupier has to pay Software Charges - Bar coding and Data management, Bar coding label charges and Consumable Supply charges in advance; the consideration mentioned under clause no. 3.1 to this agreement.

(c) In case the Occupier fails to make the payment mentioned under clause no. 3.1 to this agreement, it will lead to the termination of this agreement. Upon the termination of this agreement, the Service Provider will not be liable for scanning, providing or storing or transferring the data collected through mobile application. Non-compliance of the Bio Medical Waste Management Rules (BMWM Rules) - 2016 due to this reason will be the sole responsibility of the Occupier.

(d) In case, any payment made through cheque is rejected by bank due to reasons on part of Occupier, a cheque bounce fee of Rs.500/- (Rupees five Hundred Only) shall be charged from the Occupier.

(e) It is the duty of both the parties to submit information in writing to HSPCB regarding suspension and termination of services. After termination, it is the sole responsibility of the Occupier to bar code the Bio-medical waste in compliance with the BMWM Rules 2016. A letter for restoration/revocation of termination of agreement will be issued only after clearing the payments/dues, restoration administrative expenses/charges of Rs. 1,000/-.

(f) In the case of amendment in the BMWM Rules-2016 and other applicable Acts and rules, the occupier is hereby agreed to make payment of above the services accordingly.

### 4. Performance:

4.1 Applicable for Health Care Facility (HCF) having up to 30 Beds - the Service Provider will procure the desired weighing scale desired for operating the mobile application. The Service Provider will also ensure the android compatible mobile phone for their staff for using the mobile application.

4.2 Applicable for HCF having more than 30 Beds - The Occupier will procure the desired compatible Bluetooth weighing scale at his own cost desired for operating the mobile application. The Occupier will also ensure the Android compatible mobile phone for their staff for using the mobile application.

4.3 The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

  
Registrar  
SGT University,  
Budhara, Gurugram



4.4 The desired facilities such as internet, computer or any other investment for using the service, the Occupier need to procure from his sources or income sources.

4.5 The Occupier agrees to pay the charges mentioned in the clause no. 3.1. Any default in the payment will lead to the termination of this agreement. Upon the termination of this agreement, the Service Provider will not be liable for scanning, providing or storing or transferring the data collected through mobile application during the service Agreement.

#### 5. Term/ Termination Clause:

Unless terminated earlier herein, the term of this Agreement shall be for a period of **03 (Three) years commencing from 01-04-2023 and terminating on 31-03-2026.**

#### 6. Compensation:

6.1 No party is to pay any type of compensation to other party during agreement or on termination of agreement as per provisions of this agreement.

6.2 The Service Provider will not be liable for any type of compensation to Customer for any type of expenses or investment done by Customer for using service.

#### 7. Confidentiality:

7.1 Confidential information (the "Confidential information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records that is not generally known in the industry of the Customer and where the release of confidential information could reasonably be expected to cause harm to the Customer.

7.2 The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which Service Provider has obtained, except as authorized by the Customer or limited to this Agreement.

7.3 The Service Provider agrees to use the Confidential Information solely in connection with this Agreement and not for any purpose. The Service Provider shall not be entitled to use the confidential information for any other purpose without the prior written consent of Customer. No other right or license, whether expressed or implied, in the Confidential Information is granted to the service provider hereunder. If there is any breach of confidential information of Customer by the Service Provider then the Service Provider will be liable for the same and will fully indemnify Customer in this regard.

7.4 The provisions of this Article shall survive the term/termination of this Agreement.

  
Registrar  
SGT University,  
Budhera, Gurugram



## 8. Notice:

8.1 All notices, requests, demands or other communications permitted by the terms of this Agreement will be given in writing and delivered to parties of this Agreement as follows:

A. M/s POLESTAR INFOSYSTEM.

Address: H. No. 413, Sector-51, Gurugram, Haryana-122001

Email id: [polestar.bmw.ggn@gmail.com](mailto:polestar.bmw.ggn@gmail.com)

Mobile No. 7827969755

B. Occupier Name: SGT RURAL HEALTH CENTRE

Address: Vill. Kaliawas, Gurugram, Haryana-122001

Email id [accounts@sgtedu.org](mailto:accounts@sgtedu.org), [drbijendersindhu@gmail.com](mailto:drbijendersindhu@gmail.com)

Contact person REGISTRAR

Mobile No. 9871487673

GST No. 06AAATD2705K1ZZ

## 9. Dispute resolution:

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

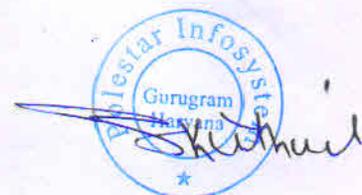
## 10. Modification of agreement:

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or authorized representative of each party.

## 11. Independent Contractor:

Service Provider is acting as an independent contractor with respect to the services provided to the Occupier. Neither Service Provider nor the employees of the Service Provider performing services for the Occupier will be considering as employees or agents or the Occupier. The Occupier will not be responsible for Service Provider's acts or the acts of Service Provider's employees while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties and neither

  
Registrar  
SGT University,  
Budhara, Gurugram



party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

**12. Training:**

The Service Provider shall provide necessary training and instructions in the use of the Software for the Occupier's personnel in accordance with the requirements of the Agreement. If the extent of such instruction is not detailed in the Agreement, the Service Provider shall provide adequate training and instruction for a sufficient number of the Occupier's personnel to secure the satisfactory operation of the Software.

**13. Assignment:**

The Service Provider will not voluntarily or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written information to the Customer.

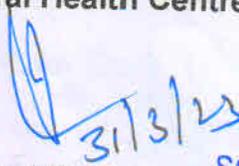
**14. Governing Law and Jurisdiction:**

This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this MOU shall be subject to the jurisdiction of Gurugram Courts.

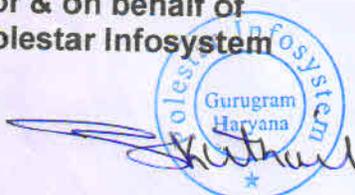
IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this.....

**Customer/ Occupier**

For & on behalf of  
SGT Rural Health Centre

  
Authorized Person Registrar  
SGT University,  
Budhara, Gurugram

For & on behalf of  
Polestar Infosystem

  
Authorized Person



**ATTESTED**

RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA