

**AGREEMENT
FOR COLLECTION,
TRANSPORTATION,
TREATMENT
AND DISPOSAL
OF
BIO MEDICAL WASTE.**



महाराष्ट्र MAHARASHTRA

2022



**AGREEMENT FOR COLLECTION, TRANSPORTATION, TREATMENT
AND DISPOSAL OF BIO MEDICAL WASTE.**

THIS AGREEMENT is executed on this _____ day of _____ at Nagpur.

BETWEEN

M/s. SUPERB HYGIENIC DISPOSALS, NAGPUR.

Through Mr. Rabi Singh aged about 44 Yrs.

(POWER OF ATTORNEY HOLDER) on the behalf of its Managing Partner,

Mr. ATUL S/O MAROTRAO ZOTING

Aged about 44 yrs., Occupation – Business

R/O Nagpur. Here in after called as service provider (PARTY NO. 1)

AND

**Dr. Vasant Gawande, Authorised Signatory for Shalinitai Meghe Hospital,
Wanadogri, Nagpur.**

Here in after called waste generator PARTY NO. 2



That the service provider / Party No. 1 is having a Bio Medical waste disposal unit at **Kh.No.133, Mouja, Bhandewadi, Nagpur**. Which is in association with **Nagpur Municipal Corporation**.

That the waste generator / Party No.2 is having its Hospital in the Name and style of **Shalinitai Meghe Hospital, Wanadongri, Nagpur**. In the said Hospital, Waste generator is having **760 beds + 10 OPD beds** of indoor patient and in house services generated a Bio-Medical Waste.

On the request of Party No. 2, Party No. 1 has agreed to undertake the work of collection, transportation and disposal Bio Medical Waste generated in the Hospital/ Clinic/ Laboratories of Party No. 2 on the following terms and condition.

- 1) **Waste** generator hereby declares that in his Hospital, he is having **760 beds + 10 OPD Beds** for indoor patient and in house services like **Pathology, Blood Bank, X-ray unit and OPD (1) Gynaec (2) Ortho (3) Surgery (4) Ophthalmology (5) Paediatric (6) OPD Sub Centres i.e.**
- 2) **Service** provider / Party No. 1 have accepted the work of collection, transportation and disposal of entire Bio Medical Waste of the waste generator.
- 3) **The** waste generator will arrange itself non-chlorinated coloured plastic bags approved by pollution control board stocking and packing of Bio-Medical waste.
- 4) **The** waste generator will arrange collection and proper segregation of entire Bio-Medical waste i.e. **Category No. 1,2,3,4,5,6,7,8,10** including **Plastic Material** generated in its various departments and wards as per the guidelines of the Bio-Medical waste management and disposal rules 1998, and its segregation as per the details annexed. Party No. 2 shall keep the material ready at the collection end point and Party No. 1 has agreed to collect the Bio-Medical waste during 9.00 am to 6.00 pm or any other time, which may be mutually agreed upon. Party No. 2 should provide **BMW Store Room** at end point with their own cost.
- 5) **The** waste generator will pack the segregated Bio-Medical waste as per the rules at the collection end point in Colour coded bags label the said bags as per schedule IV (rule 6) of the Bio-Medical waste (Management and handling) rules 1998 and amended 2003 as per section 6, 8 and 25 of Environment (Protection) Act 1986. It is the responsibility of the Party No. 1 to collect, Transport and dispose of the Bio-Medical waste.



- 6) **The** waste generator undertakes to deliver to the service provider only the segregated Bio-Medical waste generated on daily basis, general waste i.e. (*municipal solid waste*) **is not to be put into the service provider's bags at all** for any violation of the Bio-Medical rules in this regard the waste generator shall be exclusively responsible.
- 7) **That** the waste generator agreed that they would pay service provider disposal charges, as per Annex-I.
- 8) **The** Party No. 1 should raise one separate monthly bill in the name of **CMS, Shalinitai Meghe Hospital, Wanadongri, Nagpur** and Party No. 2 should pay bill on monthly basis within 15 days from the receipt of the bill for that particular month.
- 9) **No** change or modification or waiver of any of the terms of this agreement shall be effective unless agreed to in writing and signed by duly authorized officers of each of the parties hereto.
- 10) **Party** No. 1 the service provider and Party No.2 Waste generator agreed that this agreement is valid from **01-04-2023 to 31-03-2024** and after the expiry of the said period of this agreement; the parties will renew the agreement on fresh terms and conditions as would be mutually agreed upon.
- 11) **All** disputes and questions in connection with this deed arising between parties shall be referred to the arbitration of the two arbitrator one to be appointed by each party and in case of their disagreement to an umpire appointed by the said arbitrator or in case of their default by the parties.
- 12) **In** the event there is any objection and / or notice for breach of the rules regarding transportation treatment and disposal of Bio-Medical waste, Party No. 1 Shall be solely responsible in that behalf.
- 13) **In** case the waste collection programme is not attended by the Party No. 1 for more than 2 days, a penalty of Rs.1000/- per day shall be recovered from Party No. 1 by Party No. 2. Moreover the Party No. 1 shall have to redress the backlog by providing extra force on next day.
- 14) **All** the expenses with regard to stamp duty and registration charges if required and all legal expenses in respect of the preparation of the contract shall be exclusively borne and paid by the Party No. 1 i.e. contractor.



- 15) In the event the Party No. 1 commits any default in the service the Party No. 2 shall be at liberty to discontinue this agreement with prior written notice of one month.
- 16) Timely clearing of Bio-Medical Waste from Hospital is obligatory for Party No. 2 Beyond 10.am will be deemed as analyzable defaulter.
- 17) This agreement is executed in Triplicate; one Original signed copy will remain with Party No. 2.
- 18) GST applicable for 12% as per Government notification from July 2022 will be payable extra per month.

IN WITNESS WHEREAS the parties have put their signature on the day and year as above mentioned in presence of the following witnesses at Nagpur.



PARTY NO. 1
Rabi Singh
General Manager



PARTY NO. 2
Dr. Vasant Gawande
Authorised Signatory,
Shalinitai Meghe Hospital
Wanadongri Nagpur




WITNESSES:

1) Name : Rabi White

2) Name : Ritesh Gajjar

1) Signature : Rabi White

2) Signature : 

New Rate Schedule

Sr. No.	Type Of Unit	Category of BMW	Disposal Charges Per Month	Monthly Weight Limit	Monthly Charges
1	Indoor Beds Facility 760 BEDS (60 % Occupancy 456 Beds)	Human anatomical waste, Microbiology waste, Waste Sharp, Discarded Medicine & Cytotoxic Drugs, Solid Waste, Plasters. Plaster, Cotton Waste, Syringe, Glass Bottles, Plastic Bottles.	Rs. 274 /- Bed/Month	4164 Kg	Rs. 1,18,437/-
2	Blood Bank	Cat No. 4] Needles, syringes, Scalpels, glass etc. Cat No. 5] Discarded Medicine & Cytotoxic drugs	Rs. 732 /-		
3	Pathology	Cat No. 6] Cotton, dressing etc Liquid waste, Chemical waste, etc. Human anatomical waste, Microbiology waste Cat No 7]:- Blood Bags including whole blood & blood components.	Rs. 732 /-		
					Rs 1,18,437/-
				CGST 6%	Rs. 7106/-
				SGST 6%	Rs. 7106/-
				Total	Rs. 1,32,649/-

In Words – Rupees One Lac Thirty Two Thousand Six Hundred & Forty Nine Only.

- Note:**
- 1) Service will be provided alternate day basis.
 - 2) Rates are **excluding** non-chlorinated plastic bags.
 - 3) **Excess Waste above Weight Limit will be charged Rs.30/- per Kg and will be billed separately.**
 - 4) As per Revised Guidelines for CBMWTF, 2016, rates will be revised every year as per CPI/WPI Index.
 - 5) Waste generator as well is required to maintain weight records for billing purposes.

For, **Superb Hygienic Disposals,**

Authorised Signatory

