

DIVYA WASTE MANAGEMENT CO.

Village Kandela, Distt. Jind

Email : divyawastemanagement@gmail.com

A G R E E M E N T

This agreement entered into on this 31st day of May year 2016 in Haryana

BY AND BETWEEN

Divya Waste Management Co., Village Kandela, Distt. Jind (hereinafter referred to as "Service Provider" which expression shall, unless contrary to and/or repugnant to the context mean and include its successors representative and permitted assigns etc.) through Sh. Manish Kumar to enter into and sign this Agreement for and on behalf of the Service Provider of the ONE PART

AND

BPS Govt medical college (w)

Khanpur Kalan, Sonapat
(Hereinafter referred to as "Waste Generator" which expression shall, unless contrary to and/or repugnant to the context mean and include its successors representatives and permitted assigns) through Sh. it's of the OTHER PART.

WHEREAS

1. The service providers has been selected and duly authorised by the Haryana State Pollution Control Board (HSPCB), under rule 8(4) of the Bio-medical waste (Management & Handling Rules 1998) for operating a facility for the Collection, Reception, Treatment, Storage, Transportation and Disposal of Bio-Medical Waste.
2. The Service Provider with its OWN INFRASTRUCTURE at Village Kandela, Distt. Jind (Haryana) to operate and maintain the Incinerator and Autoclaver/Shredder for the service of Health Care Industries.
3. The Waste Generator is desirous of out sourcing the disposal of it's Bio-Medical Waste and has approached the Service Provider for it's services in this connection.

NOW THIS AGREEMENT witnesseth the following terms & conditions to be performed by both parties to the agreement.

1. The waste Generator will itself arrange for all bags to be used for segregation and collection purpose.

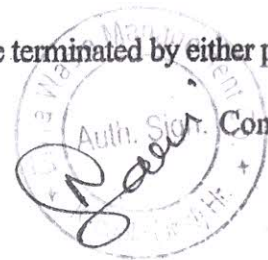
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Off. Medical Superintendent
BPS GMC (Women)
Khanpur-Kalan (Sonapat)



2. The Waste Generator will arrange collection and ensure proper segregation of only Bio-Medical Waste generated from its various departments and wards, as per the guidelines of the Bio-Medical Waste Management & Disposal Rules 1998, segregation as per details annexed.
3. The Waste Generator will pack the segregated Bio-Medical Waste as per 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 & Handling Rules, 1998 and keep them ready for collection by Service Provider's collection staff during 9 a.m. or any other time which may be mutually agreed upon.
4. The Waste Generator undertakes to deliver to the Service Provider only the segregated Bio-Medical Waste generated. General Waste i.e. (MUNCIPAL SOLID WASTE IS NOT BE PUT INTO THE SERVICE PROVIDERS BAGS AT ALL) For any violation of the Bio-Medical Rules in this regard the Waste Generator shall be exclusively responsible.
5. The Service Provider will require the Waste Generator's Staff to sign its. Route Chart in acknowledgement of Bio-Medical Waste handed over. The Service Provider's Staff will sign the Register to be maintained by the Waste Generator in acknowledgement of waste collected. Maintenance of the said Register by the Waste Generator is a statutory requirement and has to be complied with.
6. The Waste Generator's responsibility will cease once the segregated Bio-Medical Waste, duly packed and labelled has been handed over to the Service Provider. It is specifically agreed and understood that compliance of the Bio-Medical Waste (Management & Handling) Rules 1998 during transportation and disposal shall be the exclusive responsibility of the Service Provider.
7. The Waste Generator will maintain with the Service Provider refundable and interest free minimum floating deposit equivalent to one month charges during the period of utilization of service.
8. The Service Provider will charge the Waste Generator, being Hospital/Nursing Home/Clinic etc., providing 550 (Five fifty) BED FACILITIES, Rs. (.....) per bed, per day as per the full registered capacity of the said unit, subject to a minimum of Rs. (Ninety Nine thousand) per month. Accordingly the charge as per this agreement will be Rs. x Beds x 30 days i.e. Rs. (.....) per month subject to a maximum bio-medical waste of 3,000/- Kg. per month. Waste in excess of the said quantity will be charged @ Rs. 20/- per kg extra.
9. The late fee @ 1.5% for the month, in which the payment is due, would be charged by the Service Provider if payment is not made within 7 days of the receipt of the bills.
10. (a) Notwithstanding the aforesaid term this agreement may be terminated by either party by

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Khanpur-Kalan (Sonapat)



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