

# DIVYA WASTE MANAGEMENT CO.

Village Kandela, Distt. Jind

Email : divyawastemanagement@gmail.com

## AGREEMENT

This agreement entered into on this 31<sup>st</sup> 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

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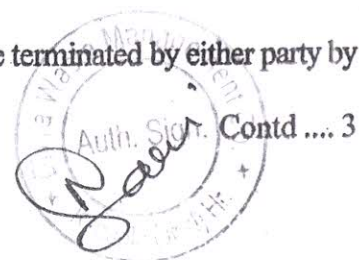
Off. Medical Superintendent  
BPS GMC (Women)  
Khanpur-Kalan (Sonapat)





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. 9000/- (Ninty nine thousand) per month. Accordingly the charge as per this agreement will be Rs. 3000/- x 30 Beds x 30 days i.e. Rs. 27000/- (Twenty seven thousand) per month subject to a maximum bio-medical waste of 3000/- 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

Medical Superintendent  
HPS GMC (Women)  
Khannar-Kalan (Sonapat)



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giving 30 days written notice. However this requirement of 30 days notice shall not be applicable in the event the service charges are not paid by the waste generator as provided in Clause 9 of this agreement or upon the occurrence of any events specified in clause 10 b (i), (ii) & (iii) in which events the service would be suspended/terminated forthwith.

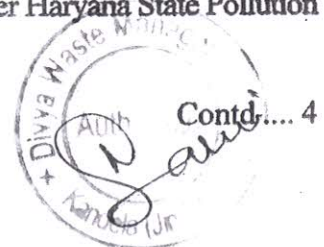
(b) Notwithstanding the aforesaid term :-

- i. The Service Provider will be at liberty to discontinue the service to the Waste Generator in the event the Waste Generator does not pay the service charges.
- ii. The Service Provider will be within their rights to suspend the services to the Waste Generator in the event of the Waste Generator handing over un-segregated Bio-Medical Waste.
- iii. The Waste Generator shall be at liberty to discontinue the services of the service provider in the event that the Service provider fails, refuses and neglects to comply with provisions of the Bio-Medical Waste (Management & Handling) Rules 1998 during transportation and disposal of the Bio-Medical Waste except due to circumstances under force majeure clause and the circumstances beyond Service Provider's control.

(c) Upon expiry of the term or the earlier termination of this agreement, the accounts shall be settled and the refundable and interest free minimum floating deposit (Security Deposit) referred to in clause 7 above shall be returned to the Waste Generator after adjustments, if any.

1. Taxes, such as Contract Sales Tax, Service Tax etc., if applicable, shall be to the Waste Generator's Account.
2. Neither party shall transfer and/or assign the rights granted under this Agreement without the prior intimation to and permission of the other party without obtaining a written undertaking by the proposed assignee/transferee agreeing to assume all of the said party's obligations under this Agreement and to abide by all the obligations and covenants contained herein.
3. Any 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 authorised officer of each of the parties hereto.
4. This Agreement shall be governed by the laws of India and shall be interpreted and constructed in accordance with the laws of India and subject to the jurisdiction of Courts at Haryana alone shall have exclusive jurisdiction to try, entertain and dispose of any dispute between the parties thereto.
5. This Agreement shall bind both the parties and either party to this agreement shall not terminate this agreement without prior consent of the concerned Regional Officer Haryana State Pollution Control Board.

  
Off. Medical Superintendent  
BPS GMC (Women)  
Faridkot-Kapur (Sonapat)





16. All notices, requests, demands and other communications required/permitted to be given under this Agreement shall be in writing and delivered by hand against receipt, or sent by registered mail or by telex at the following address.

**Waste Generator :**

**Service Provider :** Divya Waste Management Co.

Village Kandela, Distt. Jind

Email : divyawastemanagement@gmail.com

17. The Waste Generator is responsible for maintaining the annual record of the waste generated for submitting the annual report in Form No. 11 to R.O., HSPCB. The Waste generator will also be responsible for intimating the service provider about the renewal of the agreement once the validity of the agreement is expired.
18. The Waste generator undertakes to keep the validity period of the Agreement for a minimum period of one year from the date of service as per HSPCB Rules and in between if the agreement is cancelled, they should directly intimate R.O., HSPCB with adequate reason about the cancellation of the agreement failing which all the consequences will be to the Waste generator's account.
19. The Waste Generator further undertakes to sign every page of the agreement and return the second copy of the agreement immediately to the Service provider. The Waste generator will fill up the date of service in the original copy of the agreement in the below mentioned column at clause no. 20 of the agreement after starting the waste management services by the Service provider. Thereafter the waste generator will submit a copy of the agreement to R.O., HSPCB.
20. The term of this Agreement shall be One Year commencing from 1st June 2016 and terminating on 31st March 2018

Any such notice or communication shall be deemed to have been duly given and served at the date and time of (I) delivery or of first refusal of delivery. If sent by registered mail or delivered by hand; or (II) either the date sent (if sent during the receiving party's normal business hours) or next succeeding business day, if sent by e-mail.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THEIR HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

WASTE GENERATOR

DIVYA WASTE MANAGEMENT CO.

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Medical Superintendent

BPS GMC (Women)

Khanpur-Kalan (Sonapat)

31 May 16





**HARYANA STATE POLLUTION CONTROL BOARD**  
C-11, SECTOR-6, PANCHKULA  
Ph: 0172-2577870-73  
E-mail: hspcbesl@gmail.com

No. HSPCB/EE/BMW/ 6594

Dated: 31-03-2015

To: M/s Divya Waste Management Co.,  
Vill. Kandela, Distt. Jind

Subject: Grant of authorization for a period 01.04.2015 to 31.03.2018 under Rule 8 (4) of the Bio-Medical Waste (Management & Handling) Rules, 1998 for the operation of common facility for the Collection, Reception, Treatment, Storage, Transportation and Disposal of the Bio-Medical Waste.

Please refer to your application for authorization received through Regional Officer, Jind vide letter No. HSPCB/JR/2015/4189 dated 18.3.2015.

In this connection, it is intimated that the Board has decided to grant authorization to you to operate facility for the collection, reception, treatment, storage, transportation and disposal of Bio-Medical Waste for the period 01.04.2015 to 31.03.2018, without assigning the area as per latest policy already issued/published by the Board.

The Service Provider shall operate and provide services strictly as per guidelines of the Central Pollution Control Board. The authorization is subject to following conditions and is also subject to such other conditions as may be specified in the Rules of the time being enforce under EP Act, 1986 and the Service Provider will operate and provide services as per guidelines of CPCB.

1. The unit will submit annual report as per provisions of BMW Rules, 1998 as amended up-to-date.
2. Unit will use only covered Motor van preferably air conditioned van and not three wheeler or open vehicle (other mode of transport should be used by the unit for this purpose).
3. The unit will install the separate energy meter for the operation of common facility and shall submit the energy consumption in the monthly report. Also maintain logbook for energy consumption as well as for ETP.
4. The Board will frequently check the CBWTF and in case it is found at any time that the facility is not been operated, the authorization so granted shall be cancelled.
5. The CBWTF will educate the doctor and Para Medical Staff for proper segregation of BMW in the coloured bins and keep the same in the four different coloured bags and also arrange awareness programmes for them. The CBWTF will also provide coloured bags to clients and yellow bags should be non-chlorinated.
6. The unit will maintain acoustic enclosure with DG set within 2 months.
7. The operator should operate the common facilities for Bio-Medical Waste Treatment and Disposal regularly in accordance with guidelines of the CPCB failing which the authorization will be cancelled or suspended.
8. The CBWTF will handle the Bio-Medical Waste carefully and will not cause hazards to the habitats.
9. The Bio-Medical Waste shall be accepted from Hospital/ Nursing-Homes (clients) strictly as per the Bio-Medical Waste (Management & Handling) Rules, 1998.
10. Staff shall be trained in handling of Waste and staff shall wear aprons, hand- gloves, masks, shoes and other protective equipment.
11. Immunization of staff shall be ensured.
12. Daily record shall be maintained about Bio-Medical Waste received.
13. The CBWTF shall ensure strict compliance with the provisions of the Environment (Protection) Act, 1986 and rules made there under including the Bio-Medical Waste (Management & Handling) Rules, 1998.
14. The authorization or its renewal shall be produced for inspection at the request of an officer authorized by the prescribed authority. All the vehicles of the transporter shall be open to inspection by authorized officials as and when required to check compliance of Bio-Medical Waste (Management & Handling) Rules, 1998. The CBWTF shall submit route chart of their vehicles within 15 days.
15. The authorized transporter shall not rent, lend sell and transfer or sub-lease any of the Bio-Medical Waste of sub-contract any of the functions including transportation without obtaining prior permission from the prescribed authority.
16. Any unauthorized change in personnel, equipment of working condition as mentioned in the application by the authorized transporter shall constitute a breach of conditions and the prescribed authority can close down the facility.
17. The Service Provider should ensure that there should be no complaint against the working of functioning of the Service Provider from the nearby residents or during transportation.



M/s Divya Waste Management Co., Vill. Kandela, Distt. Jind STATE HARYANA  
 APPROVED: 18 OCT 2015

18. The CBWTF will install and operate the graphic plotters to record the efficiency of double chamber incinerator within 10 days of authorization.
  19. The CBWTF shall comply with all the directions and guidelines laid down by the CPCB for the operations of Common Bio Medical Waste disposal facility from time to time.
  20. The unit will operate the double chamber incinerator regularly & effectively and will maintain the maximum temperature of  $800 \pm 50^\circ \text{C}$  in the primary chamber and  $1050 \pm 50^\circ \text{C}$  in the secondary chamber.
  21. The unit will operate the Autoclave/ shredder effectively and regularly.
  22. The service provider will obtain the Environment Clearance from the MOEF Delhi as per orders of the Hon'ble NGT in the case of Appeal No. 63 of 2012/M/s Haat Supreme Wastech (P.) Ltd. others Vs State of Haryana & Others and in case the Environment Clearance for the service provider rejected/ refused by the MOEF, the authorization so granted will be supposed revoked automatically.
  23. The service provider will submit the fresh analysis report for air emissions and discharge of trade effluent within 1 month from the date of issuance of the authorization under BMW Rules.
  24. The unit will make the agreement with GEPIU and submit the copy of the same with the Board and will dispose off hazardous ash/ any other hazardous waste through the GEPIU as per HWM Rules, 2008 and will also obtain the authorization under HWM Rules.
  25. Regarding directions issued under section 18 (1) (b) of the Water Act, 1974 and Air Act by the Central Pollution Control Board vide letter No. 5373 dated 5.2.2014, the directions have been issued to the service providers on dated 25.3.2014 as per which the following compliance have to be made by the service providers:
    - a. To install online continuous Stack Emission Monitoring Systems (CSEMS) in Common Bio Medical Waste incinerators for the specific parameters mentioned in the BMW Rules not later than by March 31, 2015;
    - b. To connect and upload the online emission monitoring data at HSPCB and CPCB server in a time bound manner but not later than by March 31, 2015;
    - c. To ensure regular maintenance and operation of the online system with tamper proof mechanism having facilities for online calibration;
  26. The Service Provider will comply with the conditions as mentioned above and in case of failure, authorization granted by the Board under Bio Medical Waste Rules, 1998 for the year 2015-18 shall be revoked.
  27. The CBWTF shall comply the minutes of meeting dated 26.03.2015 held at HSPCB Head Office with representatives of all CBWTF and circulated vide letter No. 6450-6460 dated 31.3.2015.
  28. The CBWTF shall obtain consent to operate under Water/Air Act and Authorization under HWTM Rules for corresponding period.
  29. The CBWTF will comply with the orders of Hon'ble National Green Tribunal.
  30. The unit will submit copy of agreement made with health care facility to the Board from time to time.
- It is reiterated that failure to comply with the above conditions and submission of false information shall lead to cancellation of the authorization as well as prosecution under the Environment (Protection) Act, 1986 and other relevant laws.

Env. Engineer (HQ)  
 For Chairman

Endst. No. HSPCB/EE/BMW/ 6595-6650

Dated: 31-03-2015

- A copy of the above is forwarded to the following for information and necessary action:-
1. All the Regional Officers.
  2. Director, Health Services, Swasthya Bhawan, Sector-6, Panchkula.
  3. President, MA, Haryana. They should also send the copy to District Presidents.
  4. All Deputy Commissioners.
  5. All Chief Medical Officers.

Env. Engineer (HQ)  
 For Chairman