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## AGREEMENT

This agreement is entered on this 14<sup>th</sup> day of SEPT of the year 2022  
BETWEEN  
BIO MEDICAL WASTE TREATMENT PLANT PVT. LTD. (BMWT) Village Pangoli, Defence  
Road, Tehsil & Distt. Pathankot-Punjab.  
through their representative \_\_\_\_\_ S/O \_\_\_\_\_

AND MAIL ID - director@bmsg@gmail.com  
M/S SWAMI SARWANAND INSTITUTE OF MANAGEMENT & TECHNOLOGY  
417 ROAD DINANANGAR-143531 Mob: NO 8558831013

Whereas Bio-Medical Waste Treatment Plant Pvt. Ltd. (hereinafter referred to as BMWT) has set up a unit for common facility for collection, transportation, treatment and disposal of Bio-medical waste generated by the Healthcare establishments, Hospitals, Nursing homes, Blood banks, OPD Clinics, Pathological laboratories, Diagnostic Centers etc. (hereinafter called as generators). Whereas BMWT offers to provide service to the generator on a user pay principal of collection, treatment and disposal of BMW at the rates approved by Indian Medical Association (IMA) and State Pollution Control Board /mutually agreed along with other terms and conditions. with a security advance equivalent to the payment of 60 days. Whereas BMWT undertakes the liability of collection, transportation, treatment, and disposal of BMW, the generator shall undertake to adhere to this contract of service by BMWT for a **minimum period of three year from the agreement date**. Both parties can terminate the agreement after giving a notice of two months to the other party after the expiry of this agreement period, which may be otherwise continued with the consent of both parties. Where as the generator is a Hospital/OPD Clinic/ Pathological Laboratory/ Diagnostic Center and agrees to avail the services being provided by BMWT with terms and conditions as listed on succeeding pages.

### RESPONSIBILITIES OF BMWT

1. BMWT shall meet all the rules and regulations stipulated by PCB and generator shall not be liable for any improper handling and management after collection of BMW from the H.C.F.
2. BMWT is liable for any violation of the Environment (Protection) Act 1986 and the relevant rules, after collection of BMW from the generator units as per the agreement terms and conditions.
3. In case BMWT vehicle fail to collect the BMW within the designated time due to any reason, the generator shall inform the BMWT office at Pathankot who will ensure to strictly collect the BMW within next 24 hrs. BMWT shall be solely responsible for the consequences, if any in this regard.. BMWT shall bear all liabilities and penalties imposed by PCB, if any for delay or negligence in service.
4. Other complaints if any shall also be made to BMWT Pathankot by the generator. BMWT promise to attend to all such complaints within the shortest possible time.
5. BMWT shall collect the segregated bio-medical waste only from the identified common waste collection site in the premises of generator.
6. BMWT shall provide assistance to finalize the pickup location to the generator.
7. BMWT shall transport the segregated waste in closed container vehicle to its treatment plant.
8. If the generator desires the initial training about segregation of BMW in color coded plastic bags and method of collection of BMW, shall be provided by BMWT at no extra cost.
9. BMWT shall schedule the timings for collecting the waste in consultation with the generator.
10. BMWT promises to keep high standard of pollution control and shall update its equipment/ facility as and when required.
11. BMWT will not be liable for Environmental Protection Act 1986 or any similar regulations/ norms set up by PCB, Government bodies, in the event the generator violates any of the terms and conditions or violates any legal norm.
12. BMWT shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized common bio-medical waste treatment facility as per Schedule -1 of the BMW (M&H) rules 1998/Amended 2016.
13. BMWT shall also undertake testing of treated waste to ensure safety to the environment.
14. BMWT shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

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**RESPONSIBILITIES OF THE GENERATOR**

1. The generator shall segregate the waste at the point of generation in accordance with BMW (M&H) rules, 1998 and 2016. in compliance with the standard prescribed there under.
2. The generator shall collect the segregated BMW in non-chlorinated plastics bags as stipulated by State Pollution Control Board (PCB) norms.
3. All consumables like bags, disinfectants etc. shall be procured by the generator at its extra cost. BMWT is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta, and amputated body parts etc. (required to be incinerated) shall be non-chlorinated plastic bags.
5. All the bags shall be sealed tightly by the generator and BMWT will collect the sealed bags only at a secured designated point in the premises of the generator.
6. The generator shall disinfect the sharps and mutilate them and hand them over in puncture proof container of BMWT.
7. The generator shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
8. The generator shall establish a common secured waste collection site within its premises for collection and final disposal to BMWT.
9. The generator shall furnish annual report regarding generation, collection, storage, transportation and disposal of Bio-medical waste in the prescribed format to State Pollution Control Board, every year before 30<sup>th</sup> June (1<sup>st</sup> Jan to 31<sup>st</sup> Dec.)
10. The generator shall maintain all the relevant record and report the accidents, if any, as prescribed under the rules.
11. The generator shall designate a NODAL OFFICER to interact with BMWT.
12. The collected waste material sent by the generator may be checked and suggestions may be given for improvement in segregation of bio medical waste.
13. The generator shall obtain authorization from the State Pollution Control Board. online website of the board [www.ppcb.gov.in](http://www.ppcb.gov.in)
14. The generator shall be solely responsible for the number of beds being declared to BMWT which must be same for which the authorization is proposed to be got from Pollution Control Board. The generator shall inform PCB and BMWT within 7 days about any such change in number of beds.
15. The generator shall dispose off bio-medical waste as per SCHEDULE-1 under categories.1 to 4 through BMWT only,

**TERMS OF MEMBERSHIP & PAYMENT**

1. The generator shall pay a membership registration fee of Rs. 1000/- (Rupees One Thousand only) which is one time and non refundable.
2. Monthly charges to be paid to the operator shall be decided from time to time between the operator and the local chapter of IMA/PPCB. Presently rate has been agreed at bed per day for the present bed strength of \_\_\_ beds comes to amount of Rs. \_\_\_\_\_/- per month. (\_\_\_\_\_)
3. The generator shall pay in advance the monthly charges for the cost of disposal by 7<sup>th</sup> of Every month without fail. Payments that are not made by the 15<sup>th</sup> of every month shall be Charged a late fee @Rs. 50-00 per day.
4. BMWT shall stop collecting BMW from generator if the payment is not made by 25<sup>th</sup> of the month.
5. Renewal of the services shall be subject to a charge of Rs. 1000-00 in addition to the amount due including the fine.
6. All payments shall be made by local **a/c payee cheque / Demand draft payable at Pathankot issued in favor of Bio Medical Waste Treatment Plant Pvt. Ltd.** All Outstation cheques should include outstation charges. All dishonored cheques shall be charged Rs. 300/- extra in addition to the actual bank charges. No payment by cash shall be valid without receipt.
7. The service charges shall be increased 7% every year without any prior intimation from 1<sup>st</sup> of Jan every year as per PPCB order.
8. Any disputes arising out of this agreement shall be subject to the jurisdiction of Pathankot and Gurdaspur courts.
9. Name of the Nodal officer is \_\_\_\_\_

In witness whereof the parties here to have set their hands to these presents on the date first above mentioned.

Witnesses

1 \_\_\_\_\_

2 \_\_\_\_\_

(Health Care Facility)

(BMWTPPL)

*[Signature]*  
14/09/2022  
3rd  
of Management & Technology



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Institute of Management  
& Technology

SSIMT

Promoted by: DAYANAND MATTH, DINANAGAR

Affiliated to PTU Jalandhar &  
Approved by AICTE. Govt. of India

G.T. Road, Dinanagar- 143531  
Ph. (O) 01875-220298, 221298,  
Mob. 85588-31002, Fax : 01875-220298  
Website : ssgidinanagar.org, E-mail : directorssgi@gmail.com

for Address Proff only  
Bio medical waste treatment plant  
Plot 2nd Rathan Kot

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