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First Party

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Second Party

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BIOMEDICAL WASTE MANAGEMENT SERVICES AGREEMENT

BY AND BETWEEN

UTTARANCHAL UNIVERSITY, DEHRADUN

AND

MEDICAL POLLUTION CONTROL COMMITTEE



Statutory Alert:

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This Bio-medical Waste Management Services Agreement (“**Agreement**”) is executed on 19th October 2020 by and between **UTTARANCHAL UNIVERSITY, DEHRADUN**, Uttarakhand (hereinafter referred to as “**FIRST PARTY**”).

AND

Medical Pollution Control Committee, a Non-Government Organisation incorporated under the laws of India and having its registered office at H.O. 21, E-Block, Kalpi Road, Panki, Kanpur, Uttar Pradesh 208020 (hereinafter referred to as “**SECOND PARTY**”).

First party and Second party may be here in after individually referred to a “Party” and collectively as “Parties”.

WHEREAS,

- A. First party is a University and having a laboratory for student’s lab practical located at **Arcadia Grant, Prem Nagar, Dehradun**
- B. Second party is engaged in the bio-medical waste management providing requisite services for collection, transportation, reception, storage, treatment & disposal and has requisite experience, competence and ability in providing the said bio-medical waste management services.
- C. Second party is duly authorised by the Uttarakhand Environment Protection and Pollution Control Board (now known as Uttarakhand Pollution Control Board) to establish and operate its Common Bio-medical Waste Treatment Facility at Khasra No. 242&244, Village Mandawar, Bhagwanpur, Haridwar, Uttarakhand 247167.
- D. Second party is in compliance with the Revised Guidelines for Common Bio-medical Waste Treatment facilities, 2016 issued by CPCB and is equipped with double-chambered Incinerator with capacity of 100 kg/hour with automatic Italian burner & PLC based panel; Stand-by Incinerator with capacity of 100kg/hour; Autoclave with capacity of 500 litres/hour; Chemical treatment capacity with capacity 400 kg/hour; Effluent Treatment Plant of 10 kl; 30m Stack with retention time 2 seconds in Secondary Chamber; Mist Eliminator, Activated Carbon Chamber and Venturi-Scrubber to ensure permissible limits of PCDDs (dioxins) & PCDFs (furans) through Online Emission Flue Gas Monitoring System.

Shredder, Sharp Pit/Encapsulation, Deep Burial Pit for emergency, Secured Land Fill; Storage rooms for treated and untreated bio-medical waste respectively; Disinfectant Tanks; Genset Room, Maintenance Room & Office; Laboratory; Fire Extinguishers, Green Belt etc.
- E. The parties have entered into this agreement for the Term of Validity (as defined below).

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS:

1.1. In this agreement, the following terms shall have the following meanings assigned to them here in below

“Applicable Laws” shall mean and include Bio-Medical Waste Management Rules, 2016, Revised Guidelines for Common Bio-Medical Waste Treatment Facilities, 2016; amended 2018 & 2019, The Water Act, 1974, The Air Act, 1981, EP Act, 1986, Guideline for Handling, Treatment and Disposal of Waste Generated During Treatment/ Diagnosis/ Quarantine of COVID-19 Patients, March 2020 and as amended thereof;

“Bio-Medical Waste” shall mean all the waste generated during diagnosis and treatment including all categories covered under the relevant Applicable Laws;

“Invoice” shall have the meaning ascribed to such term in Clause 5.2 below;

“Services” shall collectively mean and refer to the gamut of bio-medical waste management to be provided by the Second party and shall include the collection, transportation, reception, storage, treatment and disposal of bio-medical waste;

“Service Charge” shall have the meaning ascribed to such term in Clause. 5.1.

“Term” shall have the meaning ascribed to such term in Clause. 6.1.

1.2 INTERPRETATION:

1.2.1. The reference to Recitals, Clauses and Schedules are to the recitals, clauses and schedules of this agreement.

1.2.2. Headings are for convenience only and shall not affect the interpretation of the covenants hereof.

1.2.3. Words imposing the singular shall include plural and vice versa and words denoting one gender include the other gender.

2. APPOINTMENT OF BIO-MEDICAL WASTE MANAGEMENT SERVICES

- 2.1. The Second party shall render its services for management of bio-medical waste generated by the First party.
- 2.2. The Second party hereby represents that it has valid authorisations, licences, consents and registrations from relevant government authority for providing services in accordance with Applicable Laws.

3. OBLIGATIONS OF THE FIRST PARTY

- 3.1. Ensure compliance of BMWM Rules, 2016 as amended thereof and CPCB guidelines for implementation of BMW Management Rules;
- 3.2. Collect and store properly segregated biomedical waste separately in dedicated storage room prior to handing over the same to the Second party.
- 3.3. Maintain proper records of waste generated from each unit.
- 3.4. Collect used PPEs such as goggles, face-shield, splash proof apron, Plastic Coverall, Hazmet suit, nitrile gloves into Red polybag.
- 3.5. Collect used mask (including Triple layer mask, N95 mask etc.), head cover/cap, shoe-cover, disposable linen Gown, non-plastic or semi-plastic coverall in Yellow polybags.
- 3.6. Ensure pre-treatment of viral transport media, plastic vials, vacutainers, eppendorf tubes, plastic cryovials, pipette tips as per BMWM Rules, 2016 and collect in Red polybag.
- 3.7. Provide training to their waste handlers about proper segregation of bio-medical waste, infection prevention measures such as Hand hygiene, use of appropriate PPE, etc.
- 3.8. Ensure the use of bar-coded, non-chlorinated, virgin LLDP polybags with thickness more than 50 microns.
- 3.9. Shall make a provision to ensure no secondary handling and pilferage of recyclables.

4. OBLIGATIONS OF THE SECOND PARTY

- 4.1. Ensure that all the bio-medical waste is collected, stored, treated & disposed in accordance and in compliance with the Applicable Laws.
- 4.2. Shall ensure regular sanitization of workers involved in handling and collection of biomedical waste.
- 4.3. Shall maintain proper record for collection, treatment and disposal of the bio-medical waste.
- 4.4. Provide training to Waste handlers on infection prevention measures, hand hygiene, respiratory etiquettes, social distancing, and use of PPE etc.
- 4.5. To provide collection of properly segregated bio-medical waste stored in non-chlorinated, virgin LLDP, bar-coded coloured polybags.
- 4.6. To inform the Uttarakhand Pollution Control Board in case of unsegregated bio-medical waste is handed over by the First party for transportation, treatment and disposal.
- 4.7. If and when an accident occurs during collection, transportation, handling or treatment, the Second party shall report the prescribed authorities about the same.

5. SERVICE CHARGE, PAYMENT TERMS AND CONDITIONS

- 5.1. For the Services provided under this agreement, the First party shall pay to the Second party ("**Service Charge**") at the rate INR 1,200.00 per month.
- 5.2. Up to 400 grams of waste after which a rate of INR 41.00 per Kg for Yellow Category waste and INR 8.20 per Kg for Red Category waste shall be applicable.
- 5.3. For the Handling material provided, the First party shall pay at the rates mentioned in Annexure-I.
- 5.4. The Handling material shall be supplied to the First party only on demand by the Second party. The demand order shall be placed in at least 15 days advance for timely delivery by the Second party.

- 5.5. The Second party shall raise an invoice (“**Invoice**”) on the First party for the services provided and handling materials supplied by the 7th day of every calendar month and that the First party shall within 45 (forty five) days of receipt of an invoice; pay the amounts due under the invoice to the Second party.
- 5.6. The invoice raised for services provided shall be Inclusive of GST as Services provided by a CBWTF Operator are EXEMPTED from Taxation under Central GST Act, 2017.
- 5.7. The First party shall pay the amounts due under the invoice for the services provided to the Second party through an account payee Cheque or any online modes of payment in favour of the account details mentioned below:

Account Name: MEDICAL POLLUTION CONTROL COMMITTEE
Bank Name: Punjab National Bank
Branch Address: I.M.A., Ballupur Road, Dehradun (Uttarakhand)
Account No.: 4086002100004366
IFSC Code: PUNB0408600

- 5.8. Rates are required to be revised annually based on WPI/CPI or shall be incremented by 10% for every financial year.
- 5.9. Second party may discontinue its services in case the First party defaults in payment of the amounts due for a succeeding period of maximum 90 (ninety) days. Thereafter, a charge of 18% interest rate per month would be applicable.

6. TERM OF VALIDITY

6.1. Term

- 6.1.1. This Agreement shall come in force from 19th October, 2020 and shall be valid and in force for a period of 5 (Five) years i.e. up till 18th October, 2025. (“**Term**”).
- 6.1.2. Any renewal of the Agreement shall be by mutual written agreement and shall be for such additional periods.

7. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- 7.1. In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such disputes amicably in the first instance.
- 7.2. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.
- 7.3. In case of such failure, the dispute shall be referred to the advisory committee of the Second party.
- 7.4. In the event the Parties are unable to resolve the dispute mutually, the courts in Dehradun shall have exclusive jurisdiction on any matter arising out of this Agreement.

8. MISCELLANEOUS


8.1. Amendment

This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.

- 8.2. Neither Party shall be entitled to assign or transfer any of its right or obligations under this Agreement except with prior written consent of the other Party concerned.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
ON THE DATE HEREIN ABOVE FIRST MENTIONED.

SIGNED AND DELIVERED BY UTTARANCHAL UNIVERSITY, AS FIRST PARTY


(Stamp & Signature)

Dr. Kartikey

Designation: *Asst. Registrar*
Planning & Governance

Witness Name & Signature:


Rajesh Kumar
Manager Administration
Uttaranchal University,
Dehradun

SIGNED AND DELIVERED BY MEDICAL POLLUTION CONTROL COMMITTEE, AS
SECOND PARTY



(Stamp & Signature)

Dr. Vishal Singh

M.P.C.C., Uttarakhand

Witness Name and Sign: