

This Bio-medical Waste Management Services Agreement ("**Agreement**") is executed on 25th May 2024 by and between

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act, 1956 and enacted vide Uttarakhand State Act for its teaching hospital i.e. "**HIMALAYAN HOSPITAL**", JOLLY GRANT, DEHRADUN (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**").

The term and expression 'First Party' and 'Second Party' wherever used or occurring in the deed of agreement shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors, Administrators, assignee etc. in their respective offices.

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

WHEREAS,

- A. The First party is a University having its 1000 Bed teaching Hospital i.e. 'Himalayan Hospital', which is located at Jolly Grant, Dehradun, Uttarakhand.
- 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 First Party needs services of some experienced Service Provider for management, treatment and disposal of Bio-medical waste generated in its Hospital, for which the Second Party has submitted its proposal.
- F. The parties have entered into this agreement for the Term of Validity (as defined hereinafter).



Medical Superintendent
Himalayan Hospital
Jolly Grant, Dehradun, Uttarakhand

Dr. Vishal Singh
Medical Pollution Control Committee

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, Statutory guideline for Handling, Treatment and Disposal of Waste Generated During Treatment/ Diagnosis/ Quarantine of COVID-19 Patients, till 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 5.3 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 BMW Rules, 2016 as amended thereof and CPCB guidelines for implementation of BMW Management Rules;



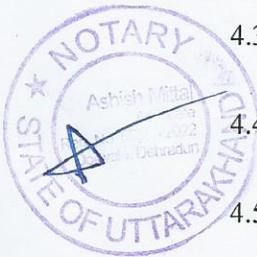
- 3.2. Collect and store properly segregated biomedical waste separately in dedicated storage room prior to handing over the same to the Second party.
- 3.3. Maintain proper records of waste generated from each unit.
- 3.4. Collect used PPEs such as goggles, face-shield, splash proof apron, Plastic Coverall, 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 LLDPE polybags with thickness more than 50 microns, which would be supplied by the Second Party.
- 3.9. Shall make a provision to ensure no secondary handling and pilferage of recyclables.

4. OBLIGATIONS OF THE SECOND PARTY

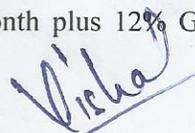
- 4.1. Ensure that all the bio-medical waste is collected, stored, treated & disposed in accordance and in compliance with the Applicable Laws.
- 4.2. Shall ensure regular sanitization of workers involved in handling and collection of biomedical waste.
- 4.3. Shall maintain proper record for collection, 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 LLDPE, bar-coded coloured polybags.
- 4.6. To inform the concerned authority of the First Party 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.
- 4.8. Supply of Garbage Bags to First Party having Barcode and shall do real-time uploading in the software about quantity and collection of BMW generated in the Hospital.

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 following rates per month plus 12% GST as per Government norms.




Medical Superintendent
Himalayan Hospital
(G.P.O. Box No. 1000)


Dr. Vishal Singh
Medical Pollution Control Committee

NO OF BED	DESCRIPTION		RATE
1000	COLLECTION, TRANSPORT, TREATMENT AND DISPOSAL OF BIO MEDICAL WASTE WITH FOLLOWING HANDLING MATERIAL PER MONTH: RED. YELLOW AND BLUE COLOUR BARCODED POLYBAGS -900 KG, SHARP CONTAINERS 10 LTRS – 150 NOS		400000/-

- 5.2 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. The cost of the Garbage bags as mentioned above is supplied by the second party is included in the per month service charge.
- 5.3 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 pay within 30 (Thirty) days the date of invoice except advance payment; pay the amounts due under the invoice to the Second party.
- 5.4 The First Party shall order additional Barcode polybags Red. Yellow and Blue color (if required) to the Second Party in the form of written purchase order at Rs. 220 per Kg plus 18% GST.
- 5.5 The First party shall pay the amounts due under the invoice for the services and material provided to the Second party through an account payee Cheque or any online modes of payment in favour of the account details mentioned below:

5.6 **For Service invoice:**

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

5.7 **For Materials invoice:**

Account Name: MEDICAL POLLUTION CONTROL COMMITTEE
 Bank Name: Punjab National Bank
 Branch Address: IMA, Ballupur Road, Dehradun (Uttarakhand)
 Account No: 4086002100009088
 IFSC Code: PUNB0408600



[Signature]
 Medical Superintendent
 PNB Hospital

[Signature]
Dr. Vishal Singh
 Medical Pollution Control Committee

- 5.8 Rates are required to be revised after every two years shall be incremented by 7%.
- 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 This agreement shall be valid for a period of 04 (Four) year from the Effective Date.
- 6.2 This Agreement shall come in force from 1st July 2024 and shall be valid up till 30th June-2028 and further Two year extension based on successful completion of the service ("Term")
- 6.3 Any renewal of the Agreement shall be by mutual written agreement and shall be for such additional periods
- 6.4 This agreement may be terminated (i) by mutual consent of the Parties; or (ii) immediately by a written notice by the First Party in the event the Second Party commits a material breach of the agreement and is unable to rectify it within 15 (fifteen) days after receiving a written notice;
- 6.5 Any termination under the above clauses shall not affect the rights and obligations of the Parties and the Parties shall be entitled to exercise their rights and be obliged to fulfil their obligations under this agreement which had arisen prior to such termination.

7 GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

- 7.1 It has full power & absolute authority to enter into, execute and deliver this agreement and has all the licenses/approvals/permissions to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organisation.
- 7.2 The execution and delivery of this agreement and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other internal action of such Party.
- 7.3 The execution, delivery and performance of this agreement does not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any third party;
- 7.4 The execution, delivery and performance by it of this agreement does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject;
- 7.5 Each Party warrants to the other that the representations and warranties in this Clause hereof are true and accurate in all respects and do not contain any untrue statement of any fact or omit to state any necessary or material fact.
- 7.6 Notwithstanding anything to the contrary contained in this agreement, each Party hereby acknowledges and confirms that the performance by the other Party of its obligations under and in accordance with this agreement is interlinked with the due performance of its own duties, obligations and responsibilities under and in accordance with this agreement.

8 INDEMNITY



Rupesh

Medical Superintendent
Himalayan Hospital
A constituent unit of SRHU

Vishal

Dr. Vishal Singh
Medical Pollution Control Committee

Second Party agrees to indemnify and hold harmless the First Party from & against direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (collectively, "Losses") which may be incurred, made against or suffered by the First Party, its officers, agents or employees arising directly out of or in connection with or as a consequence of (i) Any act or omission of Second Party & its staff (including any negligence, unlawful conduct or wilful conduct) relating to this agreement or arising as a consequence of performance of this agreement (ii) the non-performance of its obligations under this agreement, (iii) any material breach of any representations, warranties, covenants made by it in this agreement.

- 9 **FORCE MAJEURE** : Neither party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfil its obligations under this agreement where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of Nature, acts or regulations of any governmental authority, war, riots.

10 MISCELLANEOUS

- 10.1 Amendment: This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.
- 10.2 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.
- 10.3 In no event shall First Party be liable for any business expenses, loss of profit or incidental indirect or consequential damages to the Second Party on account of performing services under the present agreement, for any cause.
- 10.4 That if any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 10.5 That the second party shall solely liable for injury, disablement or death caused to its worker during the course of performing their duties in the Premise of the First Party under the terms of this Service Agreement. First Party shall not be responsible for any such injury, disablement or death caused to the worker. If any claim or action is made against the First Party by any government authority, any Worker or anyone's legal heir, then Second Party shall pay such claim, fine or penalty. If any amount is paid by the First Party for above stated injury, disablement or death, then First Party shall be entitled to recover the same from the Second Party.
- 10.6 The Second Party shall get the waste weighed each time the waste is lifted from the premises of the First Party and shall be required to submit the receipt as documentary proof. The receipt shall be submitted, in original, to the office of the Medical Superintendent for verification.
- 10.7 This agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.



10.8 This Agreement constitutes the entire understanding and agreement of the Parties, and save the Service Agreements that are to be entered into in accordance with the terms of this Agreement, any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

11 GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

11.1 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.

11.2 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.

11.3 If the dispute or claim is not resolved through such discussions as contemplated in above clause and one Party has served a written notice on the other Party, then such dispute or claim shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators ("the Arbitration Board") in accordance with the Arbitration and Conciliation Act, 1996 and any amendments or modifications made thereto. All arbitration proceedings shall be conducted in the English language and the seat and venue of arbitration shall be in Dehradun. The Parties shall be entitled to seek interim relief from the courts of India for which the parties submit to the exclusive jurisdiction of the courts of law in Dehradun. Any award made by the Arbitration Board shall be final and binding on both the Parties.



11.4 This agreement shall be governed by and construed in accordance with the laws of India as applicable from time to time. 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.

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

SIGNED AND DELIVERED BY SWAMI RAMA HIMALAYAN UNIVERISITYAS FIRST PARTY



(Stamp & Signature)
**Medical Superintendent
Himalayan Hospital
Constituent of Swami Rama
Nagar, P.O. Jolly Cross**
Name: Dr. Rajesh Kumar
Designation: Medical Superintendent

Witness Name & Signature:

SIGNED AND DELIVERED BY MEDICAL POLLUTION CONTROL COMMITTEE AS SECOND PARTY


**Dr. Vishal Singh
Medical Pollution Control Committee**

Vishal

Dr. Vishal Singh
Medical Pollution Control Committee

(Stamp & Signature)

Dr. Vishal Singh

M.P.C.C., Uttarakhand

Witness Name and Sign:

(Witness-1)

Signature: *Praduman*

Name: Praduman Singh

Address: Jolly Grant



(Witness-2)

Signature: *Vijay Singh*

Name:

Address:

Vijay Singh
Kabgaon, Dehradun

ATTESTED
30/5/24

Ashish Mittal
Advocate & Notary
Reg. No. 59(01)/2022
Doiwala, Dehradun (U.K.)