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463159 मुद्रांक विकता भुसावक

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AGREEMENT FOR COLLECTION, TRANSPORTATION, TREATMENT AND DISPOSAL OF BIOMEDICAL WASTE

THIS AGREEMENT is executed on this 15 day of Feb. 2022 at Jalgaon.

## BETWEEN

MANSAI BIOMEDICAL WASTE ENTERPRISES PVT LTD, **JALGAON** 

Through Mr. Rajiv Ramdas Mahajan (Director) appointed as the attorney/authorized Signatory Aged 55 yrs R/O Jalgaon, Hereinafter called as service provider (Party No 1)

AND

Dr. Ulhas Patil Medical College And Hospital, Jalgaon (Kh), Dist Jalgaon Hereinafter called waste generator (Party No 2)

That the service provider/party no 1 is having a Bio-Medical Waste Disposal Facility at Gat No 413, Kanakai Shivar, Shivaji Nagar, Jalgaon. Which is in association with Jalgaon Municipal Corporation.

That the Waste generator/party no 2 is having its Hospital in the name and style of Dr. Ulhas Patil Medical college And Hospital, Jalgaon Kh, Dist. Jalgaon in the said Hospital, Waste generator is having 1110 beds of indoor patients out of which 400 Beds are reserved for COVID Patients and in the house Services generated a Bio-Medical waste.

On the request of party no 2, party no 1 has agreed to undertake the work of collection, transportation and disposal of Bio-Medical waste generated in the hospital/clinic/ laboratories of party no 2 on the following terms and condition.

- 1) Waste generator hereby declares that in his hospital. He is having 1110 Beds for indoor patient out of which 400 beds are reserved for COVID Patients And In house services like pathology, Blood Bank, X-Ray unit and OPD 1) Gynecology 2) Ortho 3) Surgery 4) Ophthalmology 5) Pediatric i.e
- 2) Service provider/ Party No 1 Has accepted the of collection, transportation, and disposal of entire Bio Medical Waste of the waste generator.
- 3) The waste generator will arrange it self non-clorinated coloured plastic bags approved by pollution control board for Stocking and packing of Bio Medical waste.
- 4) The waste generator will arrange collection and proper segregation of entire Bio-Medical waste i.e category No 1,3,4,5,6,7,8,10 including plastic material generated in its various department and wards as per the guidelines of the Bio-Medical waste management and disposal rules 1998, and its segregation as per details annexed party no 2 shall keep the material ready at the collection end Party No I has agreed to collect the Bio-medical waste during 9 am to 6 pm or other time which May be Mutually agreed upon. Party No 2 should provide BMW store room at the pont with their own cost
- 5) The waste generator will pack the segregated Bio-Medical waste as per rules at the collection point in colour coded bags.
- 6) The waste generator undertakes to deliver to the service provider only the segregated Bio-Medical waste generated on daily basis. General waste i.e (Municipal solid Waste) is not to be put into the service providers bags at all for any violation of the Bio-medical rules in this regards the waste generator shall be exclusively responsible.
- 7) That the waste generated agreed that they would pay service provider disposal charges as per annex-1 bill.
- 8) The party No 1 should raised one separate monthly bills in the name of Dr Ulhas Patil Medical College and Hospital, Jalgaon Kd, Dist Jalgaon and the party No 2 Should pay Bill on monthly Basis within 15 days from the receipt of the bill for that particular month.

- 9) No 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 authorized officer of each of the parties herein.
- 10) Party No I the service provider and the waste generator agreed that this agreement is valid from 01/01/2022 to 31/03/2023 and after the expiry of the said period of this agreement; the parties will renew the agreement on fresh terms and conditions as would be mutually agreed upon.
- 11) All disputes and questions in connection with this deed arising between parties shall be reffered to the arbitration of the two arbitrator one to be appointed by each party and in case of their disagreement to an umpire appointed by the said arbitrator or in case of their default by the parties.
- 12) In the event there is any abjection and/or notice for breach of the rules regarding transportation, treatment and disposal of the Bio-Medical waste Party No I shall be solely responsible in that behalf.
- 13) In case the waste collection programme is not attended by the Party No I for more than 2 days a penalty of Rs 100/- per day shall be recovered from Party No I by Party No 2 moreover the Party No I shall have to redress the backing by providing extra force on next day.
- 14) All the expenses with regard to stamp duty and registration charges if required and all legal expenses in respect of the preparation of the contract shall be exclusively borne and paid by the Party No 2.
- 15) In the event the Party No I commits any default in the service the Party No 2 shall be Liberty to discontinue this agreement with prior written notice of the month.
- 16) Timely clearing of the Medical waste from the Hospital is obligatory for Party no 2 beyond 10.00 am will be deemed as analyzable defaulter.
- 17) This agreement is executed in Triplicate one original signed copy will remain with Party No 2.

IN WITNESS WHEREAS the parties have put their signature on the day and year as above mentioned in presence of the following witness at Jalgaon

PARTY NO 1

Rajiv Mahajan (Director)

Mansai Biomedical Waste E P L Jalgaon.

MANSAI BIO MEDICAL WASTE ENT.PVT,LTD.

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Dr.Ulhas Patil Medical College

& Hospital, Jalgaon Kh.

Dr. Ulhas Patil Medical College &

Hospital Jalgaon. Jalgaon Kh.