

## CONTRACTUAL AGREEMENT

This contractual agreement is entered on 1<sup>st</sup> Aug 2020 at Solan.

### BY AND BETWEEN

**Enviro Engineers**, CBWTF Sandli Solan (H.P.) here in after, called as 1<sup>st</sup> party duly authorized by the H.P. State Pollution Control Board, Paryavaran Bhawan, New Shimla 171009 for the compliance of Bio-Medical Waste (Management & handling) Rules, 2016 through Mr. H. R. Thakur, General Manager, Enviro Engineers, who has been duly authorized to execute and sign this agreement for and on behalf of Enviro Engineers, on the one part.

### AND

**Shoolini University, District- Solan (H.P.)** hereinafter as 2<sup>nd</sup> Party, on the other part and is also referred to as **Company**.

Now the following terms of reference have been agreed upon by both the parties.

#### Responsibilities of Company

- ❖ Will take all steps to ensure that the waste is handled without adverse effect to human health and environment before collection by taking the steps to segregate the waste at the point of generation in accordance with schedule 1 & 2 of Bio-Medical Waste (Management & handling) Rule, 2016 in compliance with the standard prescribed.
- ❖ Will maintain the record of Bio-Medical Waste Generated/Handed over.
- ❖ Will fix a Bio-Medical Waste lifting point (collection and point) and will also authorize a person, whose name designation will be submitted to 1<sup>st</sup> Party in writing to interact with Enviro Engineers/collection van staff and will sign the Enviro Engineers daily rout chart as acknowledgement of the visit/BMW handed over.
- ❖ Will intimate the absentee, if any, very next day to Enviro Engineers office.
- ❖ Will destroy, disinfect sharps and mutilate them in puncture proof containers before collection.
- ❖ Will provide color coded bags for BMW collection to avoid any violation.
- ❖ Will renew their contractual agreement one month before the date of expiry.
- ❖ Will provide BMW by weight/electronic weighing machine.

#### Responsibilities of Enviro Engineers

- ❖ Will receive, collect and transport the BMW handed over by **Company** in color coded bags.
- ❖ Will hand over the incinerable waste to Bio Medical Waste Treatment plant site at Sandli for final disposal.
- ❖ Will submit the monthly report of the waste collected/continuation of the services of related **Company** to the prescribed authority and also submit the annual report to the prescribed authority.

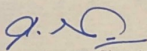
### GENERAL TERMS AND CONDITIONS

- ❖ The terms of this agreement shall be from 1<sup>st</sup> Aug 2020 to 31<sup>st</sup> March 2025.
- ❖ Registration No. of this agreement is EE/867/20-21 on dated. 23<sup>rd</sup> Sep 2020.
- ❖ Enviro Engineers will charge minimum Rs.6050/Month up to 100Kgs waste for handling, collection, transportation & disposal of Bio Medical Waste. Rs.55/kg will be charged for extra waste.
- ❖ Enviro-Engineers will transport the BMW once a week. If vehicle is required on daily basis Rs 25/km will have to be borne by the second party as a transportation & Rs.1000/- as a handling charges (for Covid-19 waste/extra vehicle)
- ❖ COVID-19 waste will be accepted in triple layer bag and only after sanitization.
- ❖ 10% will be increased per year automatically.
- ❖ These service charges are initially up to 31<sup>st</sup> March 2021 which can be revised by mutual understanding, if at any stage, Govt. of HP or any other competent agency approves the charges, it will come into force with immediate effect.
- ❖ Taxes such as GST or any tax as and when applicable shall be to the waste generator's account.

- ❖ Enviro-Engineers will transport the Bio Medical Waste (Management & handling) Rule, 2016 and can discontinue the services of the waste generator in the event the waste generator is at default in responsibilities/payments with seven days prior notice.
- ❖ Bio Medical Waste should be segregated, leveled, tagged and tied in proper color & bar coded bags i.e.:-
  - **Yellow Bags:** (a) Human Anatomical (b) Human Anatomical Waste (c) Soiled waste: Items contaminated with blood, body fluids like dressings, plasters casts, cotton swabs and bags containing residual or discarded blood and blood components.(d)Expired or Discarded Medicines: Pharmaceutical waste like antibiotics, cytotoxic drugs including all items contaminated with cytotoxic drugs along with glass or plastic ampoules, vials etc.
  - **Red bags:** Contaminated Waste (Recyclable)(a) Waste generated from disposable items such as tubing, bottles, intravenous tubes and sets, catheters, urine bags, syringes(without needles and fixed needle syringes) and vacuolators with their needles cut and gloves.
  - **Blue Bags:** (a) Glassware: Broken or discarded and contaminated glass including medicine vials and ampoules except those contaminated with cytotoxic wastes.(b) Metallic Body Implants
  - **White Bags:** Waste sharps including Metals: Needles, syringes with fixed needles, needles from needle tip cutter or burner, scalpels, blades, or any other contaminated sharp object that may cause puncture and cuts. This includes used, discarded and contaminated metal sharps.
  - The 1<sup>st</sup> party will not stop the services of collection without written intimation of HPSPCB **Sunder nagar/Parwanoo/ New Shimla/Poanta Sahib** in case of temporary closure/holidays of unit.
  - As per NGT/ office order HPSPCB/BMW/02 notification/-27395-99 Dated 19/12/2019 no waste will be lifted without barcode.
  - Before handing over the Bio Medical waste the lab certificate of non chlorinated & thickness of micron must be given by 2nd party to 1st party.
  - The service of collection & transportation will be started from 8:00 am to onward.
  - The duplicate copy of agreement will be provided after written request along with Rs. 200/- in the shape of draft/cheque.
  - Cheque bounce charges (in any shape) will be recovered from 2nd party i.e Rs.300/-.
- ❖ No change or modification or waiver of any of the terms and conditions of this agreement shall be effective, unless agreed to in writing and shall be in force as agreed upon by the both parties here to.
- ❖ Neither party shall transfer and nor assign the rights granted under the contract agreement without the prior assignee/transferee agreeing to assume all the said parties obligations and covenants contained herein.
- ❖ This agreement shall be governed by the law of India and shall be interpreted and construed in accordance with the laws of India and shall be in writing and delivered by hand against receipt, or send by registered post to the address of any of the parties.
- ❖ Any such notice or communication shall be deemed to have been duly given and served at the date and time or (1) delivery or of first refusal of delivery, if send by registered mail or delivered by hand or(2) either the date sent (if send during the receiving party's normal business hours) or next succeeding day, if sent by telefax.
- ❖ **Enviro Engineers will not pick up the Bio-medical Waste from Company if it is not segreted, packed and tied in proper color coded bags marked with Bar code No. or mixed with other general waste as per the Bio-Medical (M&H) Rules,2016.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL, THE DAY OF MONTH AND YEAR FIRST ABOVE WRITTEN

On behalf of Company  
Shoolini University,

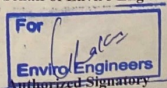


Authorized Signatory

Registrar

Shoolini University of Biotechnology  
& Management Science,  
Solani (H.P)

On behalf of Enviro Engineers,



For  
Enviro Engineers  
Authorized Signatory