

Sunil Kapoor

Stamp Vendor, Jan Sahayata J

Near mini Secretreat, Pataila

50/1=50 Affidavit

Meridian Milieu Care Pvt: Ltd:

Through Suhab Partap Singh Director

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*Website*GPS Code ? (2) 8 11 66 4 : 15. 168 19 1				
*Cat Dina No Si Ticl-1 *Beds - Nill *Consititution: Vif *Sub-Consitution PyT				
*Speciality:			. 15.2.1	5
Payment Charges Rs: 1838 - PM or Rs:				
Non-chlorinated bags payment Rs: 970 per kg. *Barcode Labelled Payment Rs:per pc				
GST Reg Y/N. *GST No. NO. NO. NO.				
Persons Name	Designation	Mobile No.	E-mail ID	
Nodal				
Accounts				
PPCB Auth. No.	Dt	Valid	to	
Water Consent No.	Dt	Valid	to	
Air Consent No.	Dt	Valid	to	

Both terms "OPERATOR" and "OCCUPIER" are as defined in Bio-Medical Waste (BMW) Management Rules 2016 as per MoEF notification dated 28<sup>th</sup> March 2016 along with amendment dated 16<sup>th</sup> March 2018 hereinafter called "BMW RULES".

Whereas the OPERATOR is the owner of Common Bio-Medical Waste Treatment Facility situated at Village Bir Pind, Nakodar, District Jalandhar and has obtained authorization from Punjab Pollution Control Board (PPCB) to operate this Facility for Treatment of BMW of Healthcare Facilities (HCF) and other units of Punjab.

Whereas OCCUPIER is a HCF or a unit generating BMW and agrees to avail the services being provided by OPERATOR for collection, transportation, treatment and disposal of BMW at terms and conditions as listed in succeeding paras.

## **RESPONSIBILITIES OF OPERATOR**

- OPERATOR shall meet all rules and regulations stipulated in BMW RULES after collection of waste and shall be liable for any improper handling and management thereafter except proper segregation and quality of bags/containers. The OCCUPIER shall remain liable for any improper segregation as per colour coding even after waste reaches the facility.
- 2. In case OPERATOR vehicle fails to collect the BMW within 48 hours of the designated time, the OCCUPIER shall inform the OPERATOR at its HCF Panel of software or via e-mail at meridianmilieucare@gmail.com or at 9431 1101, who will ensure to strictly collect the BMW within the next 24 hours. There shall however be no deduction in payment for missed days as waste for these days shall be collected on the following day.
- 3 OPERATOR shall collect the segregated Bio-Medical Waste from a single identified common waste collection site in the premises of OCCUPIER where vehicle of OPERATOR can reach. OPERATOR can refuse acceptance of improperly segregated waste in bags without bar codes stickers or not delivered at a convenient identified place.

OPERATOR ATTOR TO THE LIABLE If the OCCUPIER violates any of the terms and conditions of its authorization of proper segmentation of waste at source as prescribed in BMW RULES.

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## I INSIBILITIES OF OCCUPIER

All consumables like plastic bags, needle cutters, disinfectants etc., shall be procured by the OCCUPIER at its own cost. OPERATOR is committed to supply the same on demand at standard rates as fixed by it. OPERATOR can refuse plastic bags/containers if these are not conforming to BMW RULES or as prescribed by PPCB.

The bags used for collecting waste shall be non-chlorinated plastic material with name of OCCUPIER and OPERATOR or manufacture printed/ written on it as schedule III & IV of BMW RULES.

The OCCUPIER shall establish a single common secured waste collection site within its premises for collection and final disposal to the OPERATOR and shall designate a "Nodal Officer" to interact with the OPERATOR.

- 4. All bags shall be sealed tightly by OCCUPIER with bar code stickers pasted properly so that it does not peel off till re-scanned at CBWTF site and OPERATOR will collect the sealed bags only at a secured designated point in the premises of the OCCUPIER.
- 5. The OCCUPIER shall disinfect the sharps and mutilate them before handing them over in puncture proof and spill proof containers to the OPERATOR. Similarly, all blood bags, urine bags, bottles, vials, etc. shall be emptied of any liquid in them. Rubber gloves shall also be cut with scissors before giving for treatment.
- 6. The OCCUPIER shall be solely responsible for number of beds mentioned in this agreement and as being declared to OPERATOR, which must be the same for which the authorization is proposed to be got from PPCB and beds as actually installed. The OCCUPIER shall inform OPERATOR and PPCB prior to any proposed change in the number of beds, OPERATOR's representative shall be allowed to inspect/check the bed strength installed at HCE at any time during the period of Agreement.
- The OCCUPIER shall inform in writing to the OPERATOR if its establishment has been closed or shifted. The
  monthly charges shall continue untill closure letter is received and the same has been authorized by PPCB.
- As per instructions of PPCB, this agreement stands cancelled automatically if the OCCUPIER doesn't submit copy of PPCB authorization to the OPERATOR within 3 months of signing of this Agreement.

## TERMS OF MEMBERSHIP AND PAYMENT

- The OCCUPIER shall pay a membership Registration Fee of Rs. 1,500/- for fresh agreements and Rs. 500/per year for renewals against proper receipt which is a non-refundable charge. GST 12% shall be extra. Restart of services shall be subject to a charge of Rs. 1,500/- addition to the amount due including late fee.
- The payment charges to be paid to the OPERATOR by the OCCUPIER shall be reviewed on 1<sup>st</sup> January each
  year, with Minimum 7% increase each year or from date and rate as decided by PPCB from time to time,
  whichever is less.
- 3. Payments that are not made by the 7th shall be charged late fee of Rs. 25/- per day up to 25th of the month.
- OPERATOR shall stop collecting BMW from OCCUPIER if payments are not received by 25<sup>th</sup> of the month with information to PPCB.
- All taxes whether applicable at time of Agreement or levied later on during the agreement shall be in addition to payment charges and shall be payable by the OCCUPIER.
- All payment shall be against a proper receipt of OPERATOR. All bounced cheques shall be charged at Rs. 500 plus GST.
- 7. Any dispute arising out of this agreement shall be subject to the jurisdiction of Jalandhar Courts.

In witness whereof the parties hereto have set their hands to these presents on this date as above mentioned.

SIGNED AND DELIVERED BY

FOR MERIDIAN MILIEU CARE PUT LTD.

AUTHORISED STGNATORY

AUTHORISED REPRESENTATIVE OF THE OPERATOR ON ITS BEHALF

SIGNED AND DELIVERED

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AUTHORISED REPRESENTATIVE OF THE OCCUPIER ON ITS BEHALF