



महाराष्ट्र MAHARASHTRA

2020

NAGPUR TREASURY  
XB 513219  
21 DEC 2020  
Stamp Head Clerk / St. Clerk

**AGREEMENT FOR COLLECTION, TRANSPORTATION,  
TREATMENT AND DISPOSAL OF BIO MEDICAL WASTE.**

THIS AGREEMENT is executed on this 1st day of Jan 2021  
at Nagpur.

**BETWEEN**

M/s. SUPERB HYGIENIC DISPOSALS, Nagpur.

Through Mr. Rabi Singh aged about 42 yrs.

(POWER OF ATTORNEY HOLDER) on behalf of its Managing Partner.

Mr. ATUL S/o MAROTRAO ZOTING

R/O Nagpur, Here in after called as service provider (Party No. 1)

AND

.....  
Here in after called waste generator PARTY NO. 2



(1)

That the service provider / party no. 1 is having a Bio Medical waste disposal unit at Kh. No. 133, Mouja, Bhandewadi, Nagpur. This is in association with Nagpur Municipal Corporation.

That the waste generator / Party No. 2 is having its Hospital in the Name and style of Bhausahab Mulak Ayurved College & Research Hospital, Butibori, Nagpur. In the said Hospital, Waste generator from 100 beds in 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 Bio Medical Waste generated in the Hospital / Cline / Laboratories of party No. 2 on the following terms and condition.

- 1) Waste generator hereby declares that in his Hospital, waste generator from 100 beds in hospital.
- 2) Service provider / party no. 1 has accepted the work of collection, transportation and disposal of entire Bio Medical Waste of the waste generator.
- 3) The Waste generator will arrange itself non-chlorinated 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 departments 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. 1 has agreed to collect the Bio-Medical Waste during 9 am to 6 pm or any other time which may be mutually agreed upon. Party No. 2 should provide BMW Store Room at end point with their own cost.
- 5) The waste generator will pack the segregated Bio-Medical Waste as per rules at the collection end point in color coded bags label the said bags as per schedule IV (rule 6) of the Bio-Medical Waste (management and handlings) rules 1998 and amended 2003 as per section 6,8 and 25 of Environment (Protection ) Act 1986. It is the responsibility of the Party No. 1 to Collect, Transport and dispose of the Bio-Medical Waste.
- 6) The waste generator undertakes to deliver to the service provider only the segregated Bio-Medical Waste) is not to be put into the service provider's bags at all for any violation of the Bio-medical rules in this regard the waste generator shall be exclusively responsible.
- 7) That the waste generator agreed that they would pay service provider disposal charges, as per Annex-1

- 8) The Party No. 1 should raised Two separate monthly bills in the name of Bhausaheb Mulak Ayurved College & Research Hospital, Butibori, Nagpur party No. 2 should pay bill on monthly basis within 15 days from the receipt of the bill for the 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 hereto.
- 10) Party No. 1 the service provider and waste generator agreed that this agreement is valid from 01/01/2021 to 31/12/2021 and after the expiry of the said period of this agreement; the parties will renew the agreement of 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 referred 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 said arbitrator or in case of their default by the parties.
- 12) In the event there is any objection and / or notice or breach of the rules regarding transportation treatment and disposal of Bio-Medical Waste, Party No. 1 shall be solely responsible in the behalf.
- 13) All the expenses with regard to stamp duty and registration charges required and all legal expenses in respect of the preparation of the contract shall be exclusively borne and paid by the party no. 1 i.e. contractor.
- 14) In the event the party No. 1 commits any default in the services the Party No.2 shall be at liberty to discontinue this agreement with prior written notice of one month.
- 15) Timely clearing of Bio-Medical Waste from Hospital is obligatory for Party No.2 beyond 12.00 pm will be deemed as panalisable defaulter.
- 16) This Agreement is executed in Triplicate one original singed copy will remain with Party No.2

PARTY NO.1

PARTY NO.2

**Principal**

**Bhausaheb Mulak Ayurved College  
& Research Hospital, Butibori, Nagpur**

WITNESSES

1. Name:- Dr. Nagesh Jaiswal

2. Name:-

1/1/2021  
Dr. Purnali A. Dudhe 1/1/2021