

Bio-Medical Waste Management AGREEMENT

This agreement entered into on the _____ day of the year ____ at _____

BETWEEN

M/s _____ (hereinafter called as Service Provider(SP)
with its Registered Office at _____ represented
by _____ Authorized Signatory
AND

Senior Medical Officer
I/c _____ hospital

(hereinafter referred to as the GENERATOR) represented by
Dr. _____

Whereas SP has setup a common facility at _____ for collection reception,
storage, transportation, treatment and disposal of Bio-Medical Wastes (hereinafter
called as BMW) generated by the Health Care Establishment (HCES- Hospitals, Nursing
Homes, Clinics, Diagnostic Centres)

Whereas SP offers to provide services to the GENERATOR on a User Pay principle for
collection, transportation, treatment and disposal of BMW at following rate.

Functional Bed _____ Average BOR _____
Total Accountable Bed _____ Rate per day per bed _____

Whereas SP undertakes the liability of collection, transportation, treatment and disposal
of BMW, the GENERATOR shall undertake to adhere to this contract of service by **SP for
a minimum period of 3 years from the agreement date. Both parties could terminate the
contract after giving a notice of minimum on month to other party.**

Whereas the GENERATOR is a Hospital and agrees to avail the services being provided
by SP with the terms and conditions as listed on succeeding paras;

RESPONSIBILITIES OF SP

1. SP shall meet all the rules and regulations stipulated by the Punjab Pollution control Board, Patiala and the GENERATOR shall not be liable for improper handling and management of BMW.
2. SP alone is liable for violation of the Environment (Protection) Act 1986 and the relevant rules made there under, after collection of BMW from the GENERATOR unit as per the agreement terms and conditions.
3. SP shall daily collect BMW from the hospital. In case of failure to collect the BMW from the designated time (24 hours), the SP shall be informed by the GENERATOR to strictly collect BMW within the next 24 hours.
4. SP shall collect the segregated bio-medical waste from the identified common waste collection site in the hospital.
5. SP shall transport the segregated waste in closed container vehicle to the treatment plant.
6. The initial training about segregation of BMW in color plastic bags and methods of collection of BMW by SP shall be provided by SP, at no extra cost. The GENERATOR will have to depute their authorized personnel to SP training centre.

7. SP shall schedule the field visits for collecting the waste in consultation with the hospital which would be notified in advance.
8. SP shall attend to all the complaints with in the shortest time possible.
9. SP promises to keep high standard of pollution control and shall update its equipment/facility as and when required.
10. SP will not be liable for Environment (Protection) Act 1986 or any similar regulations/norm set up by Punjab Pollution control Board, government Bodies, in the event the GENERATOR violates any of the terms and conditions of this agreement.
11. SP shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized facility as per Schedule-1 of the BMW (M&H) rules, 1998.
12. SP shall also undertake testing of treated waste to ensure safety to the environment.
13. SP shall be responsible for the disposal of treated waste into secured landfills or in recycling plants.
14. SP will provide the plastic bags as stipulated by the Ministry of Environment and forest vide notification dated 20.07.1998, Procurement of such bags should be made from any vendor approved.

Red Colored bags would contain following categories of Waste:-Microbiology & Bio-technology waste, soiled waste and solid Waste. These waste products would be meant for autoclaving.

Soiled Waste: Items contaminated with blood & body fluids including cotton dressing, soiled plaster casts & other material contaminated with blood.

Solid waste: The waste generated from disposable items other than waste sharps such as tubing, catheters, intra-venous sets etc.

White bags would contain waste sharps such as needle syringes, scalpels; blades and broken glass items etc.

Yellow bags would contain human anatomical waste such as human tissue, organs, body parts etc.

15. SP will provide non chlorinated plastic bags for collecting solid materials, placenta, amputated body part etc. that shall be incinerated by the SP.
16. SP will provide container for sharps, needles and glasses etc. also as per the requirement of hospitals regularly.
17. SP shall maintain following operating standards
(a) Combustion Efficiency (CE) shall be at least 99%
18. SP shall maintain following Emission Standards

Parameters	Concentration mg/Nm at (12% CO. Correction)
Particulate Matter	150
Nitrogen Oxides	450
HCL	50
Minimum Stack Height shall be	30 Mtr. Above ground
Volatile Organic compounds in As shall not be more than	0.01%

19. SP will get validation test (spore testing) from A grade laboratory approved by the Punjab Pollution control Board.

RESPONSIBILITIES OF THE GENERATOR

1. The GENERATOR shall segregate the waste at the point of generation in accordance with the BMW (M&H) rules, 1998 and in compliance with the standards prescribed there under.
2. The GENERATOR shall collect the segregated BMW in plastic bags as stipulated by Ministry of Environment and Forest vide notification dated 20th July 1998.
3. All the bags shall be sealed tightly by the GENERATOR and SP will collect the sealed bags only at a secured designated point in the hospitals.
4. The GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human and environment.
5. The GENERATOR shall establish a common secured waste collection within the hospital for collection and final disposal to SP at common Bio-Medical waste Treatment facility.
6. The GENERATOR shall furnish annual report regarding general collection, storage, transportation and disposal of Bio-Medical Wastes in prescribed format to Punjab Pollution Control Board, Patiala.
7. The GENERATOR shall maintain all the relevant records and make reports of the accidents, if any, as prescribed under the rules.
8. The GENERATOR shall designate a "Nodal Officer" to interact with SP the Punjab Pollution Control Board.
9. The GENERATOR shall disinfect the sharps and mutilate them and hand over in Puncture Proof Containers to SP.
10. The sharps would be collected in puncture proof containers which would be supplied by SP.
11. The collected waste material sent by the hospital may be checked and suggestions may be given for improvement in the segregation of waste in hospitals by SP.
12. The GENERATOR shall be solely responsible for the number of beds declared to SP. The GENERATOR shall inform SP and PPCB within about any such change in the number of beds.

TERMS AND CONDITIONS

1. The Deputy Medical Commissioner shall pay the monthly charges of cost of disposal after completion of the month by 15th of every next month without fail. Payments that are not made by the 15th every month shall be charged a late fee @ Rs. 100/- a day upto 25th of the month. This would be applicable in case SP submits the bills to the SMO concerned latest by 3rd of every month and after verification bill will be forwarded to DMC by 10th of every month. Deputy Medical Commissioner of the respective districts would make payment to SP on monthly basis after getting required certificate of satisfaction from the concerned SMOs.
2. At no point of time SP shall stop collecting Bio-medical waste from generation in case of delay of payment but would report the matter to the Deputy Medical Commissioner and to the Managing Director, PHSC.
3. All payments shall be made in favour of SP in the form of DD or A/c. Payee cheques. All bounced cheques shall be charged at Rs.200/- extra in addition to the actual bank charges. The mandatory provisions of income tax for deducting tax at source shall apply.
4. SP shall indemnify all costs, expenses, damages etc. in relation to handling /mishandling /omission to handle the bio-medical waste

5. SP's failure to collect the bio-medical waste as per provisions of Bio-medical Waste Management and handling rules 1998 even after expiry of 48 hours. The generator shall make alternate arrangements to transport of bio-medical waste to SP facility and will entail not only liability to reimburse the cost of alternative arrangement but also liquidated damages of a least Rs.1000/- per day.
6. All disputes, differences, claims etc. arising from or out of the agreement shall be subject to the exclusive arbitration of the Managing director of the Punjab Health systems corporation.
7. The courts except at Chandigarh will have no jurisdiction to entertain any matter arising from and out of the agreement.
8. In the event of persistent default (exceeding three times in a month) the corporation will have the option to terminate the contract, in addition to and without prejudice to the imposition of liquidated damages. The decision to terminate the contract will be written the sole discretion of the Managing director of the Corporation and the same will be arrived at after hearing the view point of SP. The said decision will be final and shall not be called in question in any court on any ground whatsoever.

SERVICE PROVIDER

Witnesses:-

1. Name: _____

Address: _____

Signature: _____

GENERATOR

2. Name: _____

Address: _____

Signature: _____