**CONTRACTUAL AGREEMENT**

**CUSTOMER ID NUMBER –CBMWTF/ {city\_code}/BMWDA-{facility\_code}**

This Agreement is entered into on this **{date}** Day **{month\_name} -{year}** at **MATHURA**

**BY AND BETWEEN**

**M/s. BIO MEDICAL WASTE DISPOSAL AGENCY** (Hereinafter referred to as **“CBMWTF Operator”** which expression shall, unless contrary to and or repugnant to the context mean and include its successors, representative and permitted assigns) through **Mr. VISHAL SATHE** who has been duly authorized by the management to enter into and sign this agreement for and of behalf of the CBMWTF operator of the **One Part.**

**AND**

**M/s. {facility\_name} {facility\_address}-{city}-{U.P}** (Hereinafter referred to as **“WASTE GENERATOR”** which expression shall, unless contrary to and or repugnant to the context mean and include its successors, representative and permitted assigns) through {doctor\_name}  **Other Part.**

**WHEREAS**

1. The **CBMWTF Operator** has obtained **Authorization** from U. P. Pollution Control Board under rule 8 (4) of the Bio-Medical Waste (Management and Handling) Rules,1998 and Amended Rules,2000 for under taking the activities of Collection, Transportation, Treatment and Disposal of Bio-Medical Waste.
2. The **Waste Generator** is desirous of out-sourcing the **Disposal** of its Bio-Medical Waste and has approached the CBMWTF Operator for its service in this connection.

**NOW THIS AGREEMENT** witnesses the following terms and condition to be performed by both the parties to the agreement.

1. The Waste Generator will have to ensure proper Segregation in colour coded bags and arrange disposal of only Bio-Medical Waste generated from its various departments and wards, as per guild lines of the Bio-Medical Waste (Management and Handling) Rules, 1998 and Amended Rules, 2000.
2. The waste generator will pack waste, in colour coded bags as per the schedule-IV ( rule-6) of the Bio-Medical waste(Management and Handling) Rules,1998 and Amended Rules,2000 and keep it ready at the collection point for the collection by the CTF Operators staff on any time which may be mutually agreed upon.
3. The Waste Generator will ensure that neither will it dispose of any recyclable bio-medical waste in the open market nor will it dump any of Bio-Medical Waste in the Municipal Waste.
4. The Waste Generator undertakes to deliver to the CTF Operator only the Bio-Medical Waste generated on the daily basis. General waste i.e. Municipal Solid Waste is not to be outsourced to the CTF Operator. For any violation of the Bio-Medical Waste Rules in this regard the waste generator shall be exclusively responsible.
5. The CTF Operator will require the Waste Generators staff to sign its daily Waste collection chart in acknowledgement of Bio-Medical Waste handed over. The CTF Operator Staff will sign the register to be maintained by the Waste Generator in the acknowledgement of Waste collected. Maintenance if the said register by the waste generator is a statutory requirement and has to be complied with.
6. The CTF Operator reserve the right of refusal to accept Non-Segregated Waste, torn off bags or bags not properly sealed or labeled.
7. The CTF Operator may provide Bio-Medical Waste Collection Log-Book, Collection Bags, Bins, Puncture Proof Containers, Needle Cutters, Syringe Destroyer units to the “Waste Generator” on chargeable basis.

1. The Waste Generator declares to have numbers of Units ………….{hospital}……and actual bed…**…{count}…...**strength.
2. There Will be a 5% Rate hike on the bills every financial year.
3. The Waste Generator under takes to pay Service Bill either through  Cash / Cheques in advance by 1st of every month or within 7 days from the date of receipt of Bills.
4. The CTF Operator will accept cash / cheques in favour of **M/s. Bio-Medical Waste Disposal Agency, Mathura** under any circumstance as settlement of dues balance against Waste Generator.
5. The term of this agreement shall be for 5 calender Year commencing from **{start\_date} and terminating on {end\_date}** The agreement will be renewed after 5 Year on the basis of upgraded/existing bed capacity and Rates prevailing on the date as per the agreement terms.

**NOTWITHSTANDING THE AFORESAID TERM:**

1. Notwithstanding the aforesaid terms, either party may terminate this agreement by giving 90 days written notice or in the event of the Waste Generator does not pay the service charge on the time, under the intimation to the prescribed authority, for initiating legal action under the section 25 of Environmental Protection Act.
2. No change or modification or waiver of any of the terms of this agreement shall be effective unless agreed to in writing and sign by a duly authorized officer of each of the parties hereto.
3. This agreement shall be governed by the laws of India and shall be interpreted and shall construed in accordance with the laws of India and the Court at Mathura alone shall have exclusive jurisdiction to try, entertain and dispose of any dispute between the parties hereto.

**WASTE GENERATOR FULL ADDRESS WITH CONTACT NUMBER**

|  |
| --- |
| **{doctor\_name}** |
| **{facility\_name}** |
| **{facility\_name}** |
| **DISTT. -{city} (U. P.)** |

**CBMWTF OPERATOR**

**M/s. BIO-MEDICAL WASTE DISPOSAL AGENCY, MATHURA**

**KHASRA No.622, GRAM-PANDWA, RAYA NIMGAON ROAD,**

**TAHSIL-MANTT,**

**MATHURA (U. P.)**

**IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET THEIR HAND AND SEALS THE DAY {date} MONTH {month\_name} AND YEAR {year} FIRST ABOVE WRITTEN**

**Seen, Understood and Agreed Upon.**

**WASTE GENERATOR CBMWTF OPERATOR**

**(Name & Designation Seal/ Stamp)            for, Bio Medical WasteDisposal Agency**

(AREA MANAGER) **MOHAN GARG**