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N<sup>o</sup> 1623290  
Registration no. ....  
**Himachal Government Judicial Paper**  
**SURAKSHA BIO SANITIZER**

VILL DHUGIARI P.O.GAGGAL TEH. & DIS TT. KANGRA (H.P)  
Head Office: - village bodarballa near Dr RPGMC TANDA Kangra  
Phone no: =01892-292617-92185-55554  
[www.surakshabiosanitizer.in](http://www.surakshabiosanitizer.in)  
Email id:surakshabio16@gmail.com

**AGREEMENT**  
This agreement is entered on this 1st Day of OCT DATE 01/10/2022  
of the year 2022

**BETWEEN**

SURAKSHA BIO SANITIZER VILLAGE DHUGIARI P.O GAGGAL TESHIL AND DISTT.KANGRA HIMACHAL

176209  
Through their representative MR. JAWAN THAKUR S/O SHRI SOHAN LAL

**AND**

Name of Health Care Establishment (HCE):- CENTRAL UNIVERSITY OF HIMACHAL PRADESH

(Herein after referred to as GENERATOR)

Full Address:- CAMP OFFICE NEAR HPCA CRICKET STADIUM DHARAMSHALA DISTT KANGRA

Authorizer Representative of GENERATOR:- \_\_\_\_\_ Designation: \_\_\_\_\_

Contact No. 01892-229574 E-Mail ID:- \_\_\_\_\_

NOW THIS INDENTURE WITNESSETH and it is hereby covenant

**Validity of the Agreement:-**

This agreement shall remain in force for a period of 01 Year w.e.f. 01 Day of OCT of the year 2022 to 30th Day of SEP of the year 2023 (Both days inclusive), and can be further renewed with mutual consent of both the parties.

**RESPONSIBILITIES OF SURAKSHA BIO SANITIZER:-**

- Suraksha bio sanitizer shall meet all the rules and regulation stipulated by HPSPCB AND generator shall not be liable for any improper handling and management after collection of Bio Medical Waste from the Health Care Facility.
1. Suraksha Bio Sanitizer is liable for any violation of the Environment (Protection) act 1986 and the relevant rules, after collection of Bio Medical waste from the GENERATOR unit as per the agreement terms and conditions.
  2. In case Suraksha Bio Sanitizer vehicle fail to collect the Bio Medical waste within the designated time (alternate day) due to any reason, the Generator shall inform the Suraksha Bio Sanitizer office at Dhugiari who will ensure to strictly collect the Bio Medical Waste as per norms. Suraksha Bio Sanitizer shall be solely responsible for the for the consequences, if any in this regard, Suraksha Bio Sanitizer office shall maintain a register for such complaints and allot complaint number to the GENERATOR. Suraksha Bio Sanitizer shall bear all liabilities and penalties imposed by HPSECB, if any for delay or negligence in Services.
  3. Suraksha Bio Sanitizer shall collect the segregated Bio Medical Waste from the identified common waste collection site in the premises of GENERATOR.
  4. Suraksha Bio Sanitizer shall transport the segregated waste in closed container vehicle to its treatment plant. If the GENERATOR desires the initial training about segregation of Bio Medical Waste in color coded plastic bags and method of collection of Bio Medical Waste, shall be provided by SURAKSHA BIO SANITIZER at extra charge.
  5. SURAKSHA BIO SANTIZER shall not be liable for any kind of the violation made by generator /or its staff under the environmental (Protection) Act 1986 or any similar regulation/norms set up by PCB Government Bodies.
  6. SURAKSHA BIO SANITIZER shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized common Bio Medical Waste treatment facility as per Schdule-1 of the Bio Medical Waste (M&H) rules 1998 & amendments made there under.
  7. SURAKSHA BIO SANITIZER shall also undertake testing of treated waste to ensure safety to the environment as per rules.
  8. SURAKSHA BIO SANITIZER shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable

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21/10/22  




## RESPONSIBILITIES OF THE GENERATORS:-

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1. The GENERATOR shall segregate the waste at the point of generation in accordance with BMW (M&H) rules 2016 and in compliance with the standard prescribed here in.
2. The GENERATOR shall collect and hand over the segregated Bio Medical Waste in non-chlorinated plastics bags as stipulated by Pollution control board norms.
3. All consumables like bags disinfectants etc. Shall be procured by the GENERATOR at its own cost. Suraksha bio sanitizer is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta and amputated body parts etc. (required to be incinerated) shall be no chlorinated plastic bags.
5. All the bags shall be sealed tightly by the GENERATOR and SURAKSHA BIO SANITIZER will collect the sealed bags only at a secured designated point in the premises of the GENERATOR.
6. The GENERATOR shall disinfect the sharps and mutilate them and hand them over in puncture proof container to SURAKSHA BIO SANITIZER.
7. The GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
8. The GENERATOR shall establish a common secure waste collection site within its premises for collection and handed over to SURAKSHA BIO SANITIZER for final disposal.
9. The GENERATOR shall furnish annual report regarding generation collection storage transportation and disposal of Bio-Medical waste in prescribed format to Himachal Pradesh State Pollution Control Board.
10. The GENERATOR shall maintain all the relevant record and report the accidents, if any as prescribed under the rules.
11. The GENERATOR shall designate a NODAL OFFICER to interact with SURAKSHA BIO SANITIZER.
12. The collected waste material sent by GENERATOR may be checked and suggestion may be given for improvement in segregation of waste.
13. The GENERATOR shall obtain authorization from Himachal Pradesh Pollution Control Board.
14. The GENERATOR shall be solely responsible for the number of beds being declared to SURAKSHA BIO SANITIZER which must be same for which the authorization is proposed to be got from Pollution Control Board. The GENERATOR shall inform PCB and SURAKSHA BIO SANITIZER within 7 day about any such change in numbers of beds.
15. The GENERATOR shall dispose of BIO-MEDICAL WASTE under cat.1 to 7 through Suraksha bio Sanitizer only.
16. In case the bio medical waste is not lifted within 48 hours penalty shall be imposed on the CBMWTF.

### Terms & Conditions

1. Suraksha Bio Sanitizer shall charge Rs. 3000/- (Rs. Three thousand Rupees only) per month for the service of collection transport treatment & disposal of BMW Subject to the condition of weight limit 10 Kg per month OR Rs. 120/- (Rs. 120/-) per bed per day & GST it will be charged extra as per Govt Notification July 2022 (120/- per bed per day GST.) subject the total no of beds are 1 at present if at any stage Govt. Of Poor any other competent agency approves the charges it will come into force with immediate effect
2. The no of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably if required.
3. All payments shall be made by local a/c payee cheque /Demand Draft payable at Kangra in favors of SURAKSHA BIO SANITIZER no payment by cash shall be valid without receipt. Payment should be made by 10<sup>th</sup> of every month without failed in case payment is delayed for more than 6 months despite availability of budget 3 % extra charges shall be applicable
4. Any dispute arising out of this agreement shall be subject to the jurisdiction of Kangra court.
5. Suraksha bio sanitizer shall be charged extra 60/KG the service of lift the Mattress , linen, out dated medicine in your hospital
6. Suraksha Bio Sanitizer will transport the BMW as per Bio Medical Waste (M& H) Rules 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.
7. The HCF has to sign the agreement as per actual sanctioned bed.
8. Taxes such as GST or any other tax as and when applicable shall be to the waste generator's account.

### TERMINATION CLAUSE

Both the parties would be at liberty to terminate this contact by serving a notice of three months in advanced or alternately compensating the other party by an amount of equal to the average of 3 (three) months billing.

(AUTH. SING. GENERATOR HCF)

(AUTH. SIGN. "SURAKSHA BIO SANITIZER")