

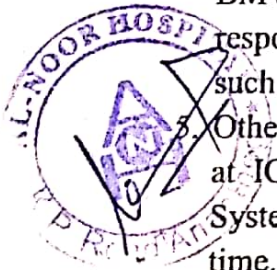
Whereas the Kashmir Health Care Systems [KHCS] has setup a common bio-medical waste treatment disposal facility (CBWTF) at 4154, IGC Lassipora Pulwama Kashmir and has obtained authorization/consented from state Pollution control Board (JKSPCB) for collection transportation treatment and disposal of Bio medical waste (BMW) generated by the health care establishment (Hospital, Nursing home, Blood Bank, OPD Clinic, pathological Lab, Diagnostic center etc)

Whereas Kashmir Health Care Systems offers to provide services to the generator on user pace principal for collection, transportation, treatment and disposal of Bio Medical waste at the prevalent rates.

Whereas the generator is a hospital OPD / pathological laboratory /Diagnostic center and agrees to avail the services being provided by Kashmir Health Care Systems with the terms and conditions as listed on succeeding Paras. **The agreement is valid for one year from the date of effect.**

RESPONSIBILITIES OF KASHMIR HEALTH CARE SYSTEMS

1. Kashmir health care Systems shall meet all the rules and regulations of the Pollution Control board and the Acts governing the waste management.
2. Kashmir health Care Systems alone is liable for any violations of the environments protection Act 1985 and the relevant rules made there under after the collection of BMW from the generator unit as per the agreement terms and conditions.
3. Kashmir health Systems shall daily collect BMWs from the generator
4. In case Kashmir health care Systems fails to collect the BMW within 48 hours of the designated time due to any reason the generator shall inform Kashmir Health Care Systems at IGC Lassipora Pulwama who will ensure strictly collection the BMW with next 48 hrs, KASHMIR HEALTH CARE SYSTEMS shall be solely responsible for the consequences and KHCS office shall maintain a register for such complaints filed by the generator.
5. Other complaints if any shall also be made to Kashmir Health Care Systems office at IGC Lassipora office/Karan Nagar by the generator, Kashmir Health Care Systems office promises to attend to all complaints within the shortest possible time.
6. Kashmir Health Care Systems office shall collect the segregated BMW from the identified common waste collection site in the premises of generator.
7. Kashmir Health Care Systems office shall provide assistance to finalize the pick-up location to the generator.
8. Kashmir Health Care Systems office shall transport segregated waste in a closed container vehicle to its treatment plant.
9. Kashmir Health Care Systems office will provide the initial training about segregation of BMW in colored code plastic bags and method of collection of BMW shall be provided at no extra cost.
10. Kashmir Health Care Systems office shall schedule the timing for the collection of waste in consultations with generator.



11. Kashmir Health Care Systems office promises to keep high standard of pollution control and shall update its equipment facility as and when asked by the State and central Pollution Control Board.
12. Kashmir Health Care Systems office will not be liable for environmental protection Act 1986 or any similar regulations setup by the SPCB govt bodies in the event the generator violates any of the terms and conditions.
13. Kashmir Health Care Systems office shall be responsible for appropriate treatment and shedding of disinfected waste at the centralized facility as per schedule 1st of BMW rules 1998.
14. Kashmir Health Care Systems office shall also undertake testing or treated waste to ensure the safety of the environment.
15. Kashmir Health Care Systems office shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

Responsibilities of the Generator

1. Generator shall segregate the waste at the point of generation in accordance with the BMW (M&H) rules 1998 and in accordance with the standards prescribed there under.
2. That the generator shall collect the segregated BMW in non chlorinated plastic bags as a stipulated by State Pollution Control Board (SPCB) norms.
3. **In no case un-segregated waste will be lifted** by the service provider, Generator should take all steps to stop the un-healthy practice which otherwise will force the service provider to stop the service within a notice of 10 days under an intimation to State Pollution Control Board.
4. All consumable like bags, needle, cutters, disinfectants etc shall be procured by the generator at its own cost, Kashmir Health Care Systems office is committed to supply the same at reasonable rates.
5. The bag used for collecting solid materials, placenta, amputated body parts etc required to be incinerated) shall be non-Chlorinated plastic bags.
6. All the bags shall be sealed highly by the generator Kashmir health care Systems will collect the sealed bags only from the designated point in the premises of the GENERATOR.
7. The generator shall disinfect the sharps and mutilate them and hand them over in puncture proof containers to Kashmir health care Systems office.
8. The generator shall take all the steps to ensure that the waste is handle without adverse effect to human health and environment.
9. The generator establishes a common secured waste collection site within its premises for collecting and final disposal to Kashmir Health care Systems.
10. The generator shall furnish annual report regarding generation, collection storage transportation and Disposal of BMW in the prescribed format to pollution control board.
11. The generator shall maintain all the relevant records and make report of the accidents, if any as prescribed under rules.
12. The collected waste material sent by the generator may be checked by SPCB occasionally as suggestions may be given for improved segregation.
13. The GENERATOR shall obtain authorization from Pollution Control Board.

14. The generator shall be solely responsible for the number of beds being declared to Kashmir health care Systems, must be same for which shall inform Kashmir health care Systems and SPCB within seven days about any such change in the number of beds.
15. The GENERATOR shall put segregated Bio Medical waste to the closed container of Kashmir Health Care Systems.
- I. Total Number of beds as per sanction _____ (at present) at the rate of 8.00 per bed per day inclusive of all taxes and charges with lab charge Rs. 1200/=
- II. Per month rate of the hospital without beds Rs.3000/=month
- III. Per month rate of routine laboratories. Rs. 2000/= month
- IV. Per month rate of special lab/diagnostic pathological center Rs. 3000/= month.
- V. Rates per month rate for Animal Husbandry is Rs.2000/= month
- VI. Rates per month for animal husbandry hospital Rs5000/= month
- VII. All the above mentioned charges are without GST which will be applicable as per the percentage in vogue at the time of Agreement.

TERMS OF MEMBERS AND PAYMENT

- 1) The GENERATOR shall pay a membership registration fee of Rs. 5000/- in case of Hospital and Animal Husbandry and Rs. 5000/- for pathological/ routine labs which is onetime, non-refundable charges..
- 2) The GENERATOR shall pay the monthly charges of cost disposal by 15 days every month without fail, payments that are not made by the 15th every month shall be charged a late fee @ of Rs. 50/- per day upto 25th of month.
- 3) Government establishments Should Pay quarterly and any deviation will force the service provider to stop the service to the notice of 10 days under an intimation to State Pollution Control Board
- 4) Kashmir Health Care Systems shall not collect BMW from GENERATOR if the payment of the servicing month is not received by or before 25th of preceding month.
- 5) Renewal of services shall be subject to a charge of Rs. 500/- in addition to the amount including fine.
- 6) All payments shall be made in favour of Kashmir Health Care Systems in the form of AC payee cheque. All bounced cheques shall be dealt under law .
- 7) The Generator is liable to forfeit his advance deposit in the event of him violating the terms and conditions of this agreement.

FOR Kashmir Health Care Systems.

Authorized Signatory

