

RAINBOW
MOHALI



AGREEMENT

This agreement entered into on 27/8/2012.

(Agreement No. 5960)

BETWEEN

NEW { }
RENEWAL { }

M/s RAINBOW ENVIRONMENTS (A unit of M/s Radical Builders (India) Pvt Ltd, # 1139 sector 69 Mohali-hereinafter called "OPERATOR" through its representative Mr. Sarabjit Singh or Ms Jaswinder Kaur who have been authorized to enter into this agreement severally on Company's behalf;

AND AMAR SHAHEED BABA AJIT SINGH JUHAR SINGH
MEMORIAL COLLEGE OF PHARMACY, BELA (ROPAR) through its authorized person DR. G.D. GUPTA, Director; hereinafter called "OCCUPIER".

Both terms "OPERATOR" and "OCCUPIER" are as defined in Bio-Medical Waste (Management and Handling) Rules 1998 as per Ministry of Environment & Forests notification dated 20th July 1998, hereinafter called "BMW RULES".

Whereas the OPERATOR is the owner of Common Bio-Medical Waste Treatment facility at Village Balyali, Distt. Mohali, Punjab and has obtained authorization from Punjab Pollution Control Board (PPCB) to operate this facility for treatment of BMW generated by the HealthCare Establishments (HCE) of Punjab

Whereas the OPERATOR undertakes the liability of collection and treatment of BMW, the OCCUPIER shall undertake to adhere to this contract for a minimum period of five years from the agreement date. In case the OPERATOR wants to terminate this agreement, he shall give a prior written notice of atleast two months period to the OCCUPIER.

*wherever called and
at least twice
a week*

Whereas OCCUPIER is a HCE and agrees to avail the services being provided by OPERATOR on terms and conditions as listed in succeeding paras:

RESPONSIBILITIES OF OPERATOR

1. OPERATOR shall meet all the rules and regulations stipulated in the BMW RULES after collection of waste and shall be liable for any improper handling and management thereafter. The OCCUPIER shall not be liable for any improper handling and management after collection of waste from its premises except segregation as per color coding and name on the bags.
2. In case OPERATOR vehicle fails to collect the BMW *after 48 hours of calling* ~~within 24 hours of the designated time~~ due to any reason except "force-majeure", the OCCUPIER shall inform the OPERATOR office at Mohali, who will ensure to strictly collect the BMW within the next 24 hours.
3. OPERATOR shall collect the segregated Bio-Medical Waste from the identified common waste collection site in the premises of OCCUPIER. Proper segregation of waste as per BMW RULES is liability of the OCCUPIER. OPERATOR can refuse acceptance of unsegregated or improperly segregated waste in bags without HCE names.
4. If the OCCUPIER desires, the initial training about segregation of BMW as per color coding and method of collection of BMW it shall be provided by the OPERATOR on written by the OCCUPIER.
5. OPERATOR will not be liable if the OCCUPIER violates any of the terms and conditions of its authorization or proper segregation of waste at source as prescribed in BMW RULES.
6. OPERATOR shall be responsible for appropriate treatment and shredding of disinfected waste at the common facility as per BMW Rules 1998 and for the disposal of treated waste into landfills or in recycling plants as applicable.

RESPONSIBILITIES OF THE OCCUPIER

1. All consumables like plastic bags, needle cutters, disinfectants etc. shall be procured by the OCCUPIER at its own cost. OPERATOR is committed to supply the same at reasonable rates on demand.
2. The bags used for collecting waste shall be of non-chlorinated plastic material with name of OCCUPIER and OPERATOR printed / written on it as per schedule IV of BMW RULES. OPERATOR can refuse acceptance of waste bags without having name of OCCUPIER on it.

- 3 The OCCUPIER shall establish a common secured waste collection site within its premises for collection and final disposal to the OPERATOR and shall designate a "Nodal Officer" to interact with the OPERATOR.
- 4 All the bags shall be sealed tightly by the OCCUPIER and OPERATOR will collect the sealed bags only at a secured designated point in the premises of the OCCUPIER.
- 5 The OCCUPIER shall disinfect the sharps and mutilate them before handing them over in puncture proof containers of the OPERATOR.
- 6 The OCCUPIER shall take all steps to ensure that waste is handled without adverse effects to human health and environment.
- 7 The OCCUPIER shall be solely responsible for number of beds mentioned in this agreement at S. No. 2 of "Term of Membership & Payment" and as being declared to OPERATOR which must be the same for which the authorization is proposed to be got from PPCB and beds as actually installed. The OCCUPIER shall inform OPERATOR and PPCB prior to any proposed change in the number of beds. OPERATOR's representative shall be allowed to inspect / check the bed strength installed at HCE.

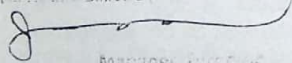
TERMS OF MEMBERSHIP AND PAYMENT

1. The OCCUPIER shall pay a membership Registration Fee of Rs. 1,000/- for fresh agreements and Rs. 600/- for renewals against proper receipt which is a non-refundable charge.
2. The monthly charges to be paid to the OPERATOR by the OCCUPIER has been fixed and agreed at Rs. per bed per day which for the present bed strength of beds comes to Rs. per month; or lump-sum Rs. 1800/- per month. This rate shall be reviewed every 1st April with minimum 10% increase each year.
3. The OCCUPIER shall pay in advance the monthly charges, and cost of disposal if any by the 7th of every month without fail. Payments that are not made by the 7th shall be charged a late fee @ Rs. 50/- a day upto 25th of the month.
4. OPERATOR shall stop collecting BMW from OCCUPIER if payments are not received by 25th of the month with information to PPCB.
5. Renewal of services shall be subject to a charge of RS. 1,000/- in addition to the amount due including the fine.
6. In case service tax is applicable, the same shall be paid by the OCCUPIER in addition to above charges as mentioned in S.No. 2.
7. **ALL PAYMENT SHALL BE MADE IN FAVOUR OF "RADICAL BUILDERS (INDIA) PVT LTD"** in the form of DD payable at Mohali, or A/c payee cheques against a proper receipt of OPERATOR. All bounced cheques shall be charged at Rs. 300/- extra in addition to the actual bank charges.
8. Any disputes arising out of this agreement shall be subject to the jurisdiction of Mohali Courts.

In witness whereof the parties hereto have set their hands to these presents on this date as above mentioned.

SIGNED AND DELIVERED BY

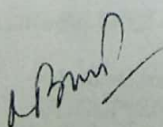
for
(Authorized Representative)



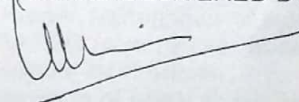
Mr. Sarabjit Singh / Ms. Jaswinder Kaur

AUTHORISED REPRESENTATIVE
OF THE OPERATOR ON IT'S BEHALF

IN THE PRESENCE OF WITNESSES

1. 
(Dr. Nitin Bansal)

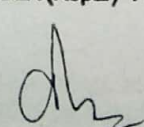
SIGNED AND DELIVERED BY



Shri DR. G. D. GUPTA

AUTHORISED REPRESENTATIVE
OF THE OCCUPIER ON IT'S BEHALF

Director-cum-Member Secretary
ASBASJSM College of Pharmacy
BELA (Ropar)-140 111 (Pb.)

2. 
(AMANJIT SINGH)



Punjab Pollution Control Board

Camp Office: Plot - 55, Phase - 2, S.A.S Nagar (Mohali)

E mail: epappcb@gmail.com

www.ppcb.gov.in

Fax: 0172-5044974

EPA/2012/No 492

Date 8/5/2012

To

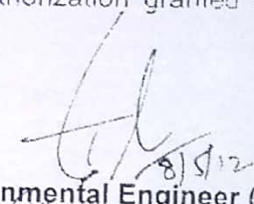
M/s Rainbow Environments,
1139, Sector-69,
Mohali-160062.

Subject: Extension in validity of authorization under Bio-Medical Waste (Management & Handling) Rules, 1998 - M/s Rainbow Environments, Vill. Balyali, Distt. Mohali.

The authorization granted vide no. BMW/CBWTF/2008/Mohali/R-35 dated 27.06.2008 to M/s Rainbow Environments, Village Balyali, Tehsil Kharar, Distt. Mohali, which was valid upto 31.03.2011 and was extended upto 31.03.2012 vide letter no. 623 dated 09.05.2011. The said authorization is hereby regularized and further **extended upto 31.3.2015** with same conditions alongwith following additional condition:

"The facility shall obtain consents to operate under Air & Water Act from the Board."

This letter must be kept appended with the authorization granted to the CBWTF vide no. 28465 dated 24.07.2008.

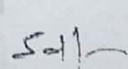

Environmental Engineer (EPA)

Dated: _____

Endst. No: _____

A copy of the above is forwarded to the following for information and necessary action:-

1. The Senior Environmental Engineer, Punjab Pollution Control Board, Zonal Office-I/II, Ludhiana, Jalandhar, Patiala-I/II, Amritsar / Bathinda.
2. The Environmental Engineer, Punjab Pollution Control Board, Regional Office, Patiala / Ludhiana-I/II/III/IV, Jalandhar, Hoshiarpur / Faridkot / Amritsar / Sangrur / Bathinda / Fatehgarh Sahib / Nodal Office, Mohali.
3. Dr. Shiv Dutt, Indian Medical Association, Punjab.


Environmental Engineer (EPA)