

SALES PROMOTERS

CBWTF, Municipal Ground, Jaipur Bypass Road, Village Sandriya, AJMER-305025 (Raj.)
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Client Registration Form/Membership Form/Agreement

DATE OF REGISTRATION 01-08-2022 to 31-07-2023 (For Office Use)

NAME OF INSTITUTION: JINDAL SAW LIMITED.

ADDRESS OF INSTITUTION: Araji No. 9697/6711, Near Tiranga Hills PIN 311802

CONTACT NO: 9660272111

EMAIL ID: Dispensary.Bhilwara@jindalaw.com.

NAME OF OWNER/OCCUPIER/INCHARGE OF INSTITUTION Dr. B.M. AJMERA

NUMBER OF BEDS 02

TYPE OF INSTITUTION Dispensary /Path. Lab/Blood Bank/OPD/Clinic/Any other please specify

TERMS & CONDITIONS

That 'the member' means private / govt. hospitals, nursing homes, pathology labs, blood banks, private medical practitioners and all other solid bio medical waste generating institutions (hereinafter referred to as 'the member').

AND

M/s SALES PROMOTERS. (Hereinafter referred to as 'the Firm'). Common Bio Medical Waste Treatment Facility: CBWTF, Municipal Ground, Jaipur Bypass Road, Village Sandriya, AJMER-305025(Raj.).

'The expressions 'the member' and 'the Firm' wherever they occur in this agreement shall, unless the context otherwise admits, also mean and include their respective executors, administrators, successors, legal representatives and assigns.)

The Firm has set up a centralized solid Common Bio Medical Waste Treatment Facility wherein the members shall benefit by getting their solid bio medical waste treated and disposed off properly on payment basis. It is expedient to have a written instrument of agreement defining principal terms and conditions of the project.

Whereas:

The Govt. of India, Ministry of Environment and Forests formulated and notified the Bio Medical Waste Management Rules 2016, (hereinafter referred to as the Rules of 2016) with effect from 27.03.2016 amendment 2018 and through it made it mandatory for the Bio Medical Waste generating entities which include Nursing homes, hospitals, maternity homes, pathology labs, blood banks, clinics, dispensaries, veterinary treatment centers, R&D labs and all other institutions generating Bio medical waste (categories specified in gazette notification 2016) etc, to manage, handle, transport, treat and dispose the waste in accordance with the provisions of the said Rules of 2016, either themselves or thru a common treatment facility.

Now, therefore, in consideration of the premises and the mutual covenants, promises, assurances, representations and provisions set forth hereinafter, the Parties hereto agree as follows:

That the Firm has developed a "Centralized Solid Common Bio Medical Waste Treatment Facility" (CBWTF) and installed required equipments for proper disposal of Bio Medical Waste as per Rules of 2016 and received the relevant permissions and authorizations from various departments.

That the charges for year period 1st April' 2020 to 31st March' 2021 will be as under.

- a. Rs. 6900.00 per Month from bedded Health Care Facility having 1 to 30 beds. (Outside Municipal Limits)
- b. Rs. 5.90 per Bed Per day from bedded Health Care Facility. (Minimum Charges to be charged shall be for 5 beds.)
- c. Rs 500.00 per month from pathological labs, diagnostic centers, blood banks.
- d. Rs 500.00 per month from clinics, dispensaries etc.
- e. For Veterinary Institutions - Rs. 35/- Per Kg OR Minimum Charge of Rs. 5000/- Per Month whichever is higher
- f. For Industries (for their MI Rooms/Laboratories/etc) Rs 2500.00 per trip
- g. As a prerequisite to taking membership of the services of this CBWTF, the member shall have to deposit an amount equal to 2 months of their monthly billing amount through a written instrument of payment like Cheque, demand draft, Net banking etc. This amount shall remain with the company and shall be adjusted at the time of discontinuation of service after settling all dues.

NOTE: Just like human dead body is not considered as bio-medical waste similarly animal carcass is also not considered as bio-medical waste and therefore has to be sent to carcass utilization facility for final disposal.

The above rates include collection, transportation, storage, treatment and disposal for all bio medical waste generated within a radius of 150 kms from the plant **(The above rates are for above mentioned period. Any Changes in Rates from time to time, as prescribed by Govt. of Rajasthan or any of its departments shall be final and binding on both the Parties of this Agreement).**

That, transportation of solid bio medical waste shall be part of the responsibility of the Firm. The maximum time of waste treatment and disposal shall be 48 hours as per the gazette notifications. Waste collection will be done on this 48-hour basis. The waste will be collected and transported on the next day and the member will have to keep the waste properly stored. Since the Bio Medical Waste of each day of the seven days of the week so generated, will be collected, transported and treated/disposed on the next consecutive day, the member will have to pay for all seven days in a week including Sundays.

That the member will have to keep their segregated solid bio medical waste properly packed and tagged as per the guidelines of Rules of 2016 and keep it ready at a single point, dedicated storage space within the premises, daily on scheduled time for transportation. The Firm will not accept the waste if:

It is kept open.

It is not segregated.

It is not packed.

It is mixed with municipal solid waste or liquid waste.

That the member at their own costs will arrange whatsoever, non-chlorinated bags, containers of different color code, Bar code labels, tags, Website/pages and Waste Management Software etc required for proper segregation, packing and labeling of their solid bio medical waste as laid down in the Rules of 2016.

That, this CBWTF is meant for treatment of solid bio medical waste only. Other type of wastes (such as liquid waste and municipal waste) shall be treated or disposed off by the members at their own arrangements. The Firm will not be responsible for any liabilities other than treatment of solid bio medical waste.

That, the member themselves have to take authorization for bio medical waste / any other authorization and consent from various departments for their institutions. The responsibility of the Firm will be limited to issuing a yearly certificate to the member of the Common Facility who get their solid waste bio medical waste treated through the Firm confirming that their waste has been properly treated and disposed off.

That, the Firm will charge the member i.e. 'solid bio medical waste generating institution' on actual bed strength. The rates are finalized keeping in mind the actual bed strength of the hospitals. Changes or alteration in rates according to occupancy or other factors shall not be considered. In case it is found out that the hospital is operating with extra bed strength from what is given in the agreement, the Firm may charge for the extra bed strength for the whole year and may stop providing services to such institutions in the event the increased rates are not paid within 30 days. Any increment in the bed strength is to be intimated to the Firm.

That, the member agrees and acknowledges that this Common Bio Medical Waste Treatment and Disposal Facility is being set up for their collective use, therefore during the initial term of this agreement, which is 30 years and during its renewal for further term if any, the member agrees to that the waste generated at their institution will only be treated and disposed off at this common facility in accordance with the terms of this agreement and that any other facility for this purpose would not be patronized. However, this agreement document shall be renewed annually with mutual consent.

That, approximately 300 grams of Bio Medical Waste per bed day is generated in India. The rates have been calculated keeping in mind this national average. In case if the waste generated by the member goes beyond 300 grams per bed per additional Rs 20.00 per kilogram shall be charged for the excess waste.

That the Firm will issue bills/invoices directly to the members on pre-decided rates as mentioned in this agreement, which are to be paid by the members through cheques/demand drafts/NEFT, to the Firm. If any cheque is dishonored by the bank, the Firm will charge Rs. 300/- as penalty.

That, the Firm will dispatch bill/invoice on or before 5th of every month. The due date for payment will be the 10th day of every month. Failure to pay the bill by due date shall attract 10% surcharge every month or part there to.

The Firm, at its sole discretion, may suspend the collection of waste from the defaulting member who has failed to pay their dues for continuous two months. That the defaulting member may be asked to pay a rejoining fee equal to one month of their monthly average bill. Additionally, the member will have to pay full amount for the period of the suspended services.

That the Firm will issue yearly certificates to the members of the CBWTF who get their solid Bio Medical Waste treated through the Firm (confirming that their waste has been properly treated and disposed off, so that members may submit it to the concerned departments). Certificates will be issued only after clearing all dues.

That, in case the services provided by the Firm are found to be dissatisfactory, the member can terminate the services by giving a notice period of one month to the Firm to correct and improve the faults for which the termination of services is sought.

That for complaints of any default or an unsolved grievance, the venue for jurisdiction will be Bhopal.

That, Taxes like Service Tax, etc, as applicable, shall be charged extra as per Rules and Guidelines. .../

For Jindal SAW LTD.

For SALES PROMOTERS

Member Sign.

..... Sales Promoters Exec. Sign.....

Authorised Signatory

Auth: Signatory

Witness:

1..... 2.....

Banking Detail

Bank Name:	ICICI	Account No:	018505000688
IFS Code:	ICIC0000185	GST No:	08AASPH5137R1ZV
Branch:	Kucheri Road, Ajmer	PAN:	AASPH5137R