



उत्तर प्रदेश UTTAR PRADESH

47AE 026552

MEMORANDUM OF UNDERSTANDING

This agreement is entered into between:

Chhatrapati Shahu Ji Maharaj University, Kanpur
Kalyanpur
Kanpur Nagar (UP)

Herein after the above will be termed as the **FIRST PARTY**.

MEDICAL POLLUTION CONTROL COMMITTEE,
H.O.: 21, E Block, Kalpi Road Panki, Kanpur
Contact No. +919235659305, +919235659306

Herein after the above will be termed as the **SECOND PARTY**.

The Terms and conditions of the contract are:

1. That the First Party is engaged in the activity of Nursing Homes/ Hospitals/ Pathological Laboratories/ Blood Bank/Dental Clinics/Surgical Clinics/Private Clinics/Pharmaceutical Company, Veterinary Hospital etc. at **Kanpur Nagar, Uttar Pradesh**
2. That the Second Party is a **Non-Government Organization** with it registered office situated at H.O. 21, E Block, Kalpi Road Panki, Kanpur.



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3. That Bio-Medical Waste generated at the premises of the First Party is to be transported, treated and disposed off as per the norms of the Ministry of Environment and Forests, Central Pollution Control Board and Uttar Pradesh Pollution Control Board by the Second Party.
4. That the Second Party will establish, run and operate **Common Bio-Medical Waste Treatment Facility at Plot No. 148, Vill. Bhailamau, Bhimsen Road, Bhaunti, Kanpur. Uttar Pradesh.**

This plant shall have the following facilities as per "Bio Medical Waste Management Rules 2016 Amended in 2018&19":

- ❖ Incinerator (Capacity 200 Kg/Hr.) - Double chambered, automatic Italian Burner, *PLC based panel*, Venture Scrubber and 30m height Chimney.
- ❖ *Online Emission Gas Monitoring System.*
- ❖ Autoclave / Chemical treatment plant with a capacity of 800 Kg/Hr. with fully automatic controls.
- ❖ Shredder.
- ❖ Sharp Pits/Encapsulation.
- ❖ Deep Burial Pits in case of any emergency.
- ❖ Land for secured landfills.
- ❖ Effluent Treatment Plant.
- ❖ Storage Rooms one for untreated Bio-Medical Waste and another for treated Bio-Medical Waste.
- ❖ Destructor Machine with Capsule for Cytotoxic Drugs.
- ❖ Generator Room and Generating Set.
- ❖ Water Pump House.
- ❖ Laboratory for routine test.
- ❖ Disinfectant Tank to treat liquid Bio-Medical Waste.
- ❖ Washing Platform for washing of vehicle.
- ❖ Dedicated Closed Vehicles permitted by R.T.O. fitted with GPS.
- ❖ Maintenance Room cum office.
- ❖ Total Secured Land for land filling and plant building covered by boundary wall and fencing with guardroom.
- ❖ Provision of Fire Extinguishers, Fire Buckets and Fire Insurance.
- ❖ Green Belt and Fencing in and around plant.

All Above are as per norms / standards prescribed by Uttar Pradesh Pollution Control Board /Central Pollution Control Board and Ministry of Environment and Forests.

5. That the First Party will ensure that the complete Bio-Medical Waste generated at its premises is properly segregated and handed over to the Second Party for transportation, Treatment and Disposal of Bio-medical waste. As per WHO survey, generation of the Bio- Medical Waste per bed is around 250-300 gms per but it will charge same up to 400 gms/bed/day& second party will charge extra @Rs.40/- kg for yellow (Incinerable)and @Rs.8/-kg for red bags (Autoclavable).

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6. That the Second Party will pick up the complete Bio-Medical Waste generated at the Premises of the First Party.
7. That the First Party will ensure that neither will it dispose of any recyclable Bio-Medical Waste in the open market nor will it dump any of its Bio-Medical Waste in the Municipal Area.
8. That the Second Party will arrange material for Operation and Maintenance of the Bio- Medical Waste Treatment Plant and also for the disposal of the treated Bio-Medical Waste.
9. That the First Party having **5000/-Per Month** Hospital/Pathologies/Blood Bank/ Surgical Clinic/Medical Clinic/Dental Chair/Veterinary Hospital/ Veterinary Clinic/ Pharmaceutical Company and any other unit generating Bio Medical Waste to the Second Party for Transportation, treatment and disposal of Bio-medical waste.
10. That the Second Party can verify the actual bed strength in the premises of the First Party at any point of time.
11. That the Second Party will also transport, treat and dispose of unclaimed dead bodies and still born babies after all the legal formalities for the above are completed by the First Party. (These will be collected inside YELLOW BAGS) with extra charges.
12. That the Second Party will start collection of complete Bio-Medical Waste from the premises of the First Party immediately after signing this agreement.
13. That the Second Party will be collected Bio-medical waste on every alternate day except Sunday & national holiday however waste generated on Sunday will be collected on the next working day.
14. That the Second Party will raise a bill for the monthly charges for transportation, treatment and disposal along with supply of handling material as per "*Bio Medical Waste Management rules 2016, amended 18 & 19* to the First Party by the 7th of succeeding month through a RTGS/Crossed Cheque/ Bank Draft drawn in favour of **M/s MEDICAL POLLUTION CONTROL COMMITTEE**, payable at **KANPUR**. **CASH WILL NOT BE ACCEPTED BY ANY WAY AND CONDITIONS.**
15. That the Second Party may discontinue its services offered to the First Party, if the First Party defaults in payment of outstanding dues and matter can be referred to Uttar Pradesh Pollution Control Board /Central Pollution Control Board/Nagar Nigam for necessary action.
16. That the Second Party will charge 18% annual interest on the overdue outstanding dues of the First Party. The Second Party will start charging interest after the due date of payments.
17. That the Second Party will carry out transportation, treatment and disposal of the Bio- Medical Waste of the First Party as per the norms of the Ministry of Environment and Forests, Central Pollution Control Board and Uttar Pradesh Pollution Control Board and "*Bio Medical Waste Management Rules 2016, amended 18 & 19*".

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18. The Second Party will make necessary charges as and when required by the prescribed authority.
19. That charges for authorization certificate from the Uttar Pradesh Pollution Control Board shall be borne by the First Party.
20. That the Second Party will give combined training to the paramedical staff of its member thrice free of cost. For any further training, the Second Party will charge Rs. 1000 per training session from the First Party.
21. That all disputes, complaints, suggestions etc. shall be referred to the advisory committee and its decision shall be final and binding on both the parties.
22. **That the agreement is entered into for a period of Five Year.**
23. That if the cost of direct inputs for running the Plant increases, the charges for transportation, Treatment and Disposal of Bio-Medical Waste will be increased proportionally after the decision of the advisory committee.
24. That the Second Party will charge as per **Annexure -I** irrespective of occupancy for Transportation, treatment and disposal charges from the first party, supply of handling material as per **Annexure – II** as per “**Bio Medical Waste Management Rules 2016 Amended in 2018 & 19**” on chargeable basis.
25. That the First Party will have to pay as extra Service Tax or any other taxes and levies as applied by the Government to the Second Party Presently there are no such levies.
26. According to the Government notification of the Bio-Medical Waste Management **Rules 2016 Amended in 2018 & 19**”, in excise of powers conferred by section 6, 8 & 25 of Environment (Protection) Act of 1986, the First Party and the Second Party will be working in accordance of all the norms stated in the notification, rules, directions and agreement.
27. According to the Government Notification of the Bio-Medical Waste Management **Rules 2016 Amended in 2018 & 19**” responsibility of the First Party shall be for the part for which it has taken authorization from the Uttar Pradesh Pollution Control Board and the responsibility of the Second Party shall be for the part for which it has taken authorization.

All disputes subject to Kanpur Jurisdiction.

This Agreement has been signed on 01 June Day of 2021 at Kanpur in the presence of witnesses sign below.

Chhatrapati Shahu Ji Maharaj University Medical Pollution Control Committee

Signature of the first Party

Seal

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Witnesses

[Handwritten Signature]
Dr. Arshad Khatun



Signature of the second Party

Seal

Witnesses


[Handwritten Signature]
DR (Mm ASH/100R?)



Annexure I
FOR HANDLING MATERIAL
AS PER "BIO MEDICAL WASTE MANAGEMENT RULES 2016"

Sr. No.	<u>DESCRIPTION</u>	<u>RATES (Per pc.)</u>
1	Foot Press Bins (Red/Yellow)	260.00
2	Bucket (Red/Yellow)	360.00
3	Non-Chlorinated Biodegradable Polly Bags (Small)	8.00
4	Non-Chlorinated Biodegradable Polly Bags (Big)	12.00
5	Needle Cutter (Manual)	125.00
6	Hypo-Chloride Chemical 2% (Plain)	27.00
7	Logbook	25.00
8	PPC Jar (1 lit) White	25.00
9	Training Poster	15.00
10	Training Module	100.00

* GST extra


Chhatrapati Shahu Ji Maharaj University Medical Pollution Control Committee

Signature of the first Party

Signature of the second Party

Seal

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C.S.J.M. UNIVERSITY
KANPUR

Seal

