# **DELHI POLLUTION CONTROL COMMITTEE**



(Government of N.C.T. of Delhi)

4th & 5th Floor, ISBT Building Kashmere Gate, Delhi 110006

visit us at: https://dpccocmms.nic.in

# (AUTHORIZATION UNDER BIO MEDICAL WASTE MANAGEMENT RULES, 2016)

File number of authorization : DPCC/(11)(5)(01)/2022/BMW/NST/AUTH/6977306 Application No: 7408923 Date:15/04/2022

- 1. M/s Paramanand Ayurveda Panchkarma Hospital an occupier of the facility located at Plot no-2, A-block Gopal Nagar, Near Prem Nursery Bus Stand Main Dhansa Road, Najafgarh, New Delhi -110043 is hereby granted this authorization for Generation, Segregation, of Biomedical Waste at the premises and for Transportation, Treatment and Disposal of Bio-Medical Waste through Common Bio-Medical Waste Treatment Facility (CBMWTF) authorized by Delhi Pollution Control Committee.
- 2. Number of beds of HCF:

30

3. Quantity of Biomedical waste handled:

3.50 (Kg/day)

- 4. This authorization shall be in force for a period of Five Years and valid up to 30/01/2027.
- 5. This authorisation is subject to the conditions stated below and to such other conditions as may be specified in the rules for the time being in force under the Environment (Protection) Act, 1986.

Prem Swarup Digitally signed by Prem Swarup Panka
Pankaj Date: 2022.04.06
17:41:48 +05:30

Signature.....

Designation

## -:-Terms and Conditions-:-

- 1. The occupier shall comply with the provisions of Bio-Medical Waste Management Rules, 2016 as amended to date.
- 2. The authorization or its renewal shall be produced for inspection at the request of any officer authorized by DPCC.
- 3. The occupier shall ensure that bio-medical waste is not mixed with other wastes and is segregated into containers / bags at the point of generation in accordance with Schedule-I (part I).
- 4. The occupier shall have a valid agreement with the operator of a facility authorized by DPCC for collection, transportation, treatment & disposal of the bio-medical waste.
- 5. The Occupier shall hand over the bio-medical waste timely to the authorized operator of a facility duly segregated, labelled, tagged and kept in proper containers for the collection, transportation, treatment & disposal as per Rules.
- 6. The occupier shall inform the prescribed authority immediately in case the operator of facility does not collect the bio medical waste with in the intended time or as per the agreed time.
- 7. The occupier shall maintain records of the Bio-Medical Waste generated and disposed of/ handed over. The record shall be made available, for inspection & verification, to any officer authorized by DPCC.
- 8. In case of any major accident involving Bio-Medical Waste, the occupier shall report the accident in Form-I, prescribed under the Rules, to DPCC.
- 9. In case the Occupier is having a DG Set, he shall comply with the noise standards laid down vide the Notification of Ministry of Environment, Forest & Climate Change (MoEF&CC), Gowanning of High

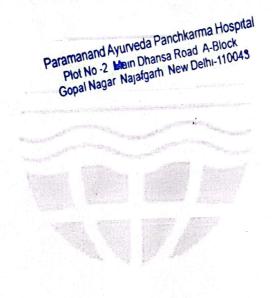
Dated 17.05.2002 and 12.07.2004, as amended to date, for the Diesel Generator Set(s). Stack height with the DG Set shall be as per the following formula, H is equal to h plus (0.2 X square root of KVA) where 'H' is Total Height of stack in meter, 'H' is Height of the building in meters where the Generator Set is installed and KVA is capacity of the D.G. set in KVA).

- 10. The Occupier shall also ensure proper collection and disposal of bio-medical waste containing mercury through the vendor authorize for the purpose. The occupier shall phase out mercury based equipment e.g. thermometers and B.P. Measuring Equipment.
- 11. The Occupier shall pre-treat the laboratory waste, microbiological waste, blood samples and blood bags through disinfection or sterilization on-site in the manner as prescribed by the World Health Organization (WHO) or National AIDs Control Organization (NACO) guidelines and then sent to the common biomedical waste treatment facility for final disposal.
- 12. The Occupier is required to display the authorization at a prominent place in its premises for view of general public.
- 13. If the Occupier is having laundry facility and/or not connected to the public sewer, the Occupier is required to install requisite treatment system before its discharge to meet the standards as prescribed under BMWM Rules, 2016.
- 14. The Occupier shall use only non-chlorinated plastic bags & gloves as per Notification dated 16 th March, 2018 published by MOEF&CC.
- 15. The Occupier shall establish a Bar-Code System for bags or containers containing bio-medical waste to be sent out of the premises for the further treatment & disposal in accordance with the guidelines issued by CPCB.
- 16. The Occupier shall ensure segregation of liquid chemical waste at source and ensure pre-treatment or neutralization prior to mixing with other generated effluent from HCF, if any.
- 17. The Occupier shall immunise all its health care workers and others, involved in handling of bio-medical waste for protection against diseases including Hepatitis-B & Tetanus that are likely to be transmitted by handling of bio-medical waste, in the manner as prescribed in the National Immunization Policy or the guidelines of the Ministry of Health & Family Welfare issued from time to time.
- 18. The Occupier shall ensure occupational safety of all its health care workers & others involved in handling of bio-medical waste by providing appropriate & adequate personal protective equipment.
- 19. The Occupier shall conduct health check-up at the time of induction & at least once in a year for all its health care workers others involved in handling of bio-medical waste & shall maintain records for the same.
- 20. The Occupier shall develop its own website by 15 th March, 2020 and shall make available the annual report on its website.
- 21. The Occupier shall provide training to all its health care workers and others, involved in handling of biomedical waste at the time of induction & thereafter at regular intervals & the details of training programmes conducted, number of personnel trained & number of personnel not undergone any training shall be provided in the Annual Report.
- 22. The Occupier shall submit the Annual Report in Form-IV by 30th June every year, including information about the categories and quantities of bio-medical waste generated from 1st January to 31st December of the preceding year.
- 23. The Occupier shall submit the copy of fresh valid agreement with CBWTF to this office within 15 days of expiry of previous agreement or in case of any change.
- 24. Submission of false information shall make the authorization liable for cancellation without any notice.
- 25. The Occupier shall use only Piped Natural Gas (PNG) as fuel in boilers, if any.
- 26. The occupier shall apply for renewal of authorization under the aforementioned Rules before one month of the expiry of this authorization.
- 27. The Occupier shall apply for fresh Authorization in case of any change in the activity/number of beds etc.

- 28. In case of violation of any of above said conditions, penal action will be initiated against the Occupier including withdrawal of authorization/consent etc.
- 29. In case of failure to comply with any of the above conditions and / or with any provision of the Act or of these Rules, authorization issued to the Occupier may be suspended or cancelled as per the provisions under sub-rule 10 (2) of Bio- Medical Waste Management Rules, 2016, as amended to date.
- 30. Environmental Compensation imposed (if any) shall be dealt separately.

To,

Paramanand Ayurveda Panchkarma Hospital Plot no-2, A-block Gopal Nagar, Near Prem Nursery Bus Stand Main Dhansa Road, Najafgarh, New Delhi -110043











### INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

#### e-Stamp

Certificate No.

IN-DL75094689375691U

Certificate Issued Date

07-Jan-2022 02:49 PM

**Account Reference** 

IMPACC (IV)/ dl782403/ DELHI/ DL-DLH

Unique Doc. Reference

SUBIN-DLDL78240341463325372218U SMS WATER GRACE BMW PVT LTD

Purchased by **Description of Document** 

Article 5 General Agreement

**Property Description** 

Not Applicable

Consideration Price (Rs.)

(Zero)

First Party

SMS WATER GRACE BMW PVT LTD

Second Party

Not Applicable

Stamp Duty Paid By

SMS WATER GRACE BMW PVT LTD

Stamp Duty Amount(Rs.)

(Ten only)



Please write or type below this line

#### BY AND BETWEEN

M/s SMS WATER GRACE BMW PVT. LTD., having its office at Sewage Treatment Plant, Delhi Jal Board Complex, Nilothi, New Delhi- 110041 ( For short hereinafter referred to as 'Service's Provider') through its Mr. Prabal Pratap Singh Jadon, Sr. Manager to enter into and sign this agreement for and on behalf of the Service Provider of the ONE PART.

The onus of checking the legitimacy is on the users of the certificate

In case of any discrepancy please inform the Competent Authority

ramanand Ayurveda Panchkarma Hospital Plot No 2 Main Dhansa Road A-Block Gopal Nagar Najafgarh New Delhi-110043

## AND

# Paramanand Ayurveda Panchkarma Hospital

\_through

\_of

its Proprietor/Partner/Authorized Representative Mr./Dr\_Annah Kumus the OTHER PART. (For Short hereinafter referred to as "Waste Generator")

The expression of both the parties shall mean and include the parties, their respective legal heirs, successors, legal representatives, administrators, executors and assignees.

Whereas the Service Provider has been selected by Director of Health Services (DHS), Health & Family Welfare, Govt. Of N.C.T. of Delhi and duly authorized by the Delhi Pollution Control Committee (DPCC), under rule of 8(4) of the Bio-Medical Waste (Management & Handling) Rules 2016 for operating and providing facility for the collection, Reception, Treatment, Storage, Transportation and disposal of the bio-Medical Waste. And whereas the Waste Generator is desirous of out sourcing the disposal of its Bio-Medical Waste and have approached the service provider for providing its service in this regard and after discussions and due negotiations taken place, both the parties are agreed to enter into this agreement on the terms and conditions narrated herein after:-

NOW THIS AGREEMENT witnessed the following terms & conditions to be performed to by both parties to the present agreement.

- 1. That the Waste Generator will segregate, pack and label the bio-medical waste in the colour coded bags from the waste generation points as per guidelines of Bio-Medical Waste (Management & Handling) Rules 2016 and keep the said packed waste ready for collection by the staff of the Service Provider. The Service Provider will not collect any Bio-Medical waste which is not properly segregate and packed in accordance with guidelines of Bio-Medical Waste (Management & Handling) Rules 2016. The record of the collected waste shall be maintained by the Waste Generator with the acknowledgements signatures of the collection staff of the Service Provider to submit the annual Report to the concern Pollution Board in the prescribed format.
- 2. That the Waste Generator will deposit ay mouth payment against the BMW disposal services and if the health care unit is closed before expiration of agreement the Service Provider will refund the balance amount after adjusting all the dues if any outstanding towards the Waste Generator.
- That the Service Provider will charge to the Waste Generator, being Clinic/Pathological Lab/Diagnostic Centre etc. (Not having bed facilities) and being a Nursing Home/Hospital (Having Bed facilities) as per the following schedule of rates:

PARAMANANO AVEIDETTE ACTUAÇE LIMITED

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- for clinic/ Labs/ ladies hostels / Diagnostic Center/hospital (Beds 30) subject to a maximum collection of waste up to 225 1/2 Extra quantity of waste will be chargeable@ Rs 24 per Kg. The service tax shall be borne by the Waste Generator upon the respective billings.
- (ii) The waste generator shall pay one time non-refundable registration fees of Rs.500/ (Five hundred only).
- (iii) The rates enumerated in clause 3(i) above may be varied at any given point of time due to hike in fuel Price, Wages for Labour negotiation with any unanimous body i.e. DMA/IMA at District or state level or any other factor which may effect the cost.
- 4. That the waste generator undertakes to make the payment through 'Account Payee Cheque or Demand Draft' in favour of the M/s SMS WATER GRACE BMW PVT. LTD. On before 15th day of each successive month and thereafter the interest@ 18% for p.a. shall be Service Provider if the payment is not made within the stipulated period.
- 5. (a) Notwithstanding the aforesaid terms this agreement may be terminated by either party by giving 30 days written notice. However this requirement of 30 days notice shall not be applicable in the event the service charges are not paid by the Second Party as provided in Clause 6 of this agreement or upon the occurrence of any of events specified in Clause 5b (i) & (ii) in which events the service would be suspended/terminated forthwith.
  - (b) Notwithstanding the aforesaid terms and conditions:
    - i. The Service Provider will be at liberty to discontinue this service to the Waste generator in the event: the Waste Generator does not pay the service charges.
    - ii. The waste generator and Service Provider both to strictly follow the guidelines of the Bio-Medical Waste (Management & Handling) Rules 2016, during segregation, collection, Transportation and disposal of the bio-Medical Waste except due to the circumstances under force majeure clause and the circumstances beyond their control of the parties.

(c) That upon expiry of the term or the earlier termination of this agreement, the accounts shall be settled and the refundable and interest free Advance deposit referred to in Clause2 above shall be returned without any interest

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thereon to the Waste Generator after the circumstance beyond their control of the parties.

- 6. That all the taxes, such as Contract Sales tax, Service Tax etc., if applicable ,shall be paid and borne by the Waste Generator.
- 7. The neither party shall transfer and /or assign the rights granted under this agreement without the prior intimation and written permission of the other party and without obtaining a written undertaking by the proposed assignee/transferee agreeing to assume all of the said party 's obligations under this agreement and to abide by all the obligations and covenants contained herein.
- 8. That this agreement shall be governed by the laws of India and shall be interpreted and construed in accordance with the laws of India and Subject to the jurisdiction of Courts at Delhi, shall have exclusive jurisdiction to try, entertain and dispose between the parties thereto. All the notice, request, demands and other communications, required/permitted to be given under this Agreement shall be in writing.
- 9. That the waste generator should get from time to time the service contract Agreement renewed from the service provider one month before the expiry of the validity of the Agreement. The Waste generator further undertakes to keep the validity period of the agreement for a minimum period of one year from the date of service as per pollution Control Committee/Board Rule and in between if the agreement is cancelled, they should directly intimate pollution control committee / Board with adequate reason about the cancelation of the agreement, failing which, all the consequence and penalties will be borne by the waste generate. Further. The waste generate also undertakes to give one month notice in writing if they want to discontinue the service and wish to switch over to another service provider failing which, they have to pay the service charge equivalent in one month minimum service charge s to the service provider in lieu of one monthly notice period.
- 10. That in case the service contract agreement gets misplaced at the waste generator end, then an additional Rs. 100/- will be charged from the generation of issuing the agreement once again.
- 11. That the waste generator further undertakes to sign every page of the agreement and return both copies of the agreement to the service provider's signature and the services provider will return the duplicate copy of the agreement to the waste generator. On receipt of the agreement to the Waste generator will submit a copy of the agreement with the date of service expiry to the pollution control committee /board.

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- 12. The term of this Agreement shall be for a perform commencing from 10/02/2023
- 13. That in case there is any change in the constitution of waste generator the same shall be informed forth with to the service provider.
- 14. That both the parties under take to remain bound by the term and conditions set out herein above.
- 15. IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THERE SIGNATURE AND SEAL ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

WASTE GENERATOR

ATUTHORIZED SIGNATORY

Address:

Moin Drang Road, Gapal Nagar

Email - Kirtishrekumar@pmail.

AUTHORISED SIGNATORY

Sewage Treatment Plant,

Delhi Jal Board Complex

New Delhi-110041

Ph: +91-8744076042

web: www.smsbmw.in

Email: prabal.singh@smsl.co.in

Witness - H.C.E.