



महाराष्ट्र MAHARASHTRA

2024

CV 172112

JINDAL SAW LIMITED

A-59/60, M.I.D.C.

SINNAR-422 113

DISTRICT - NASHIK

प्रति एक रुपय के लिये

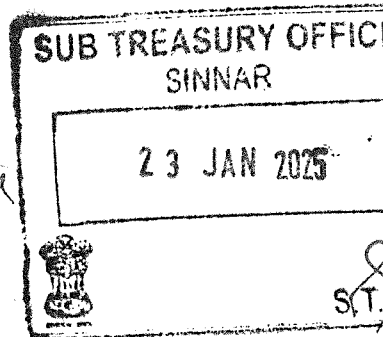
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## AGREEMENT

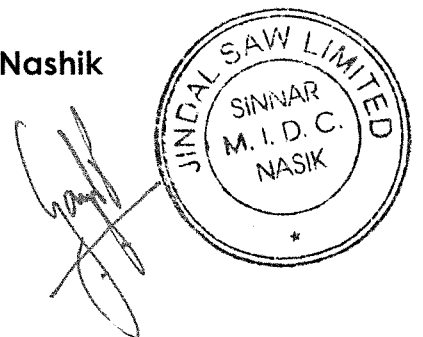
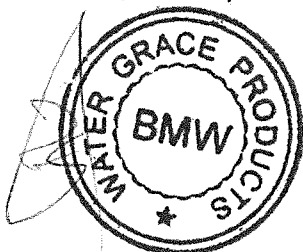
### M/S. Watergrace Products

Common Bio.Medical Waste Management Treatment and Disposal Facility, Near Kannamwar Bridge, Mumbai Agra Road, Dwarka, Nashik.

AND

### Jindal Saw Limited

A-59 & 60, M.I.D.C MALEGAON, Tal.- Sinnar Dist.- Nashik



## AGREEMENT

### Common Bio Medical Waste Management and Disposal Project, Nashik

This agreement entered into on the 1<sup>st</sup> day of January Year 2025 at Jindal Saw Limited, A-59 & 60, M.I.D.C MALEGAON, Tal.- Sinnar Dist.- Nashik

### BETWEEN

M/S. Watergrace Products (Hereinafter called as service provider with its registered office at Common Bio. Medical Waste Management Treatment and Disposal Facility, Near Kannamwar Bridge, Mumbai Agra Road, Dwarka Nashik is represented by Mr. Chetan Prithviraj Bora Proprietor and authorized signatory.

### AND

**Jindal Saw Limited, A-59 & 60, M.I.D.C Malegaon, Tal.- Sinnar Dist.- Nashik** (hereinafter to as the GENERATOR) represented by Whereas M/s. Watergrace Products, Nashik has setup a common facility at Dwarka Nashik for collection reception storage transportation treatment and disposal of Bio-Medical Waste (hereinafter called as BMW) generated by the health care establishment (HCES – Hospitals Nursing Homes Clinics, Diagnostics Centers)

Whereas M/s. Watergrace Products, Nashik offers to provide BMW collection and transportation and disposal services to the GENERATOR on a user pay charges by the principal on following rates:

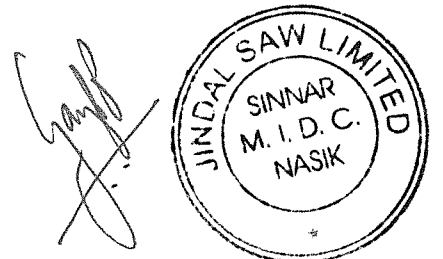
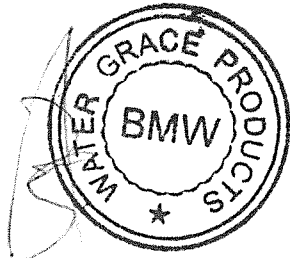
### Rate Per Month Rs. 10,000/- Plus GST extra.

Whereas M/S. Watergrace Products, Nashik undertakes the liability of collection transportation treatment and disposal of BMW the GENERATOR shall undertake to adhere to this contract of service by M/S. Watergrace Products, Nashik for a minimum period of **One (01) years** for the date of agreement. Both parties could terminate the contract after giving a notice of minimum on month to other party.

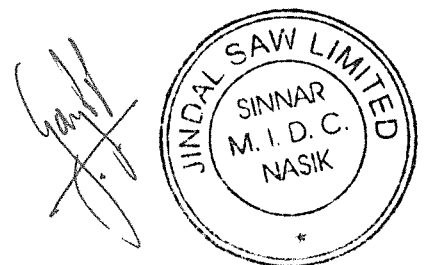
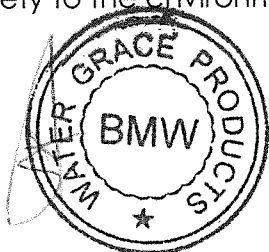
Whereas the GENERATOR is an Industry and agrees to avail the service being provided by M/S. Watergrace Products, Nashik with the terms and conditions as listed on succeeding paras:

### RESPONSIBILITIES OF SERVICE PROVIDERS

- 1) M/S. Watergrace Products, Nashik shall meet the rules and regulation stipulated by Maharashtra Pollution Control Board Nashik and GENERATOR shall not be liable for Handling and Management rules of BMW.

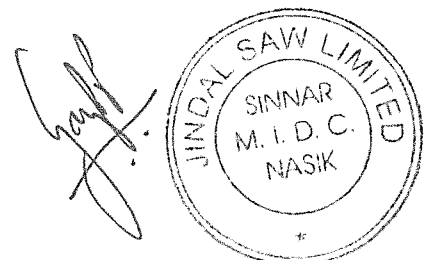
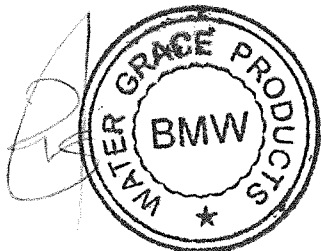


- 2) M/S. Watergrace Products, Nashik alone is liable for violation of the Environment (Protection) act 1986 and the relevant rules made there under after collection of BMW from the GENERATOR unit as per the agreement terms and condition.
- 3) M/S. Watergrace Products, Nashik shall collect BMW from the industry in case of failure of collect the BMW from the designated time (48 hours) the M/S. Watergrace Products, Nashik shall be informed by the GENERATOR to strictly collect BMW within the next 24 hours.
- 4) M/S. Watergrace Products, Nashik shall collect the segregated bio-medical waste from the identified common waste collection site in the industry.
- 5) M/S. Watergrace Products, Nashik shall transport the segregated waste in closed container vehicle to the treatment plant.
- 6) The initial training about segregation of BMW in color biodegradable plastic bags and methods of collection of BMW by M/S. Watergrace Products, Nashik shall be provided by M/S. Watergrace Products, Nashik at no extra cost GENERATOR will have to depute their authorized personnel to M/S. Watergrace Products, Nashik training center.
- 7) M/S. Watergrace Products, Nashik shall schedule the field visits for collecting the waste in consultation with the industry which would be notified in advance.
- 8) M/S. Watergrace Products, Nashik shall attend to all the complaints with in the shortest time possible.
- 9) M/S. Watergrace Products, Nashik promises to keep high standard of pollution control and shall update its equipment / facility and when required.
- 10) M/S. Watergrace Products, Nashik will not be liable for environment (Protection) Act 1986 or any similar regulations /norms set up by Maharashtra Pollution Control Board government bodies in the event the GENERATOR violates any of the terms and condition of this agreement.
- 11) M/S. Watergrace Products, Nashik shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized facility as per schedule -1 of the BMW (M&H) rules 1998.
- 12) M/S. Watergrace Products, Nashik shall also undertake testing of treated waste to safety to the environment.

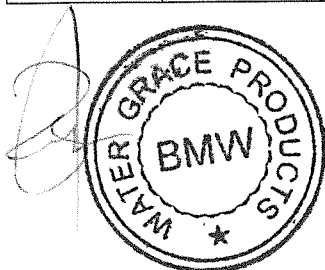
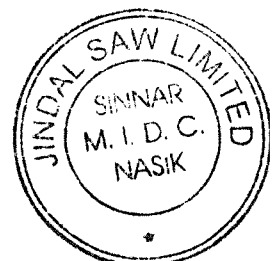


- 13) M/S. Watergrace Products, Nashik shall be responsible for the disposal of treated waste into secured landfills or in recycling plants.
- 14) M/S. Watergrace Products, Nashik will provide BMW collection and transportation services and the biodegradable plastics bags will be purchased by the generator from approved vendor. As stipulated by the ministry of bags should be made from any vendor approve
- 15) BMW waste sent only in below category biodegradable bags

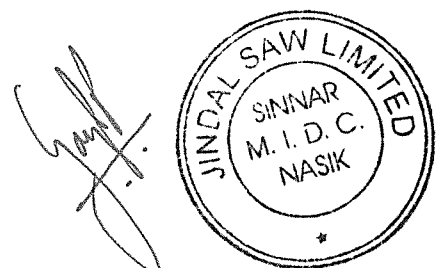
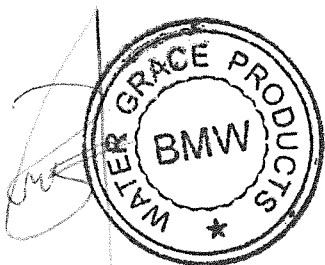
Category	Type of Waste	Type of Bag or Container to be	Treatment and Disposal options
(1)	(2)	(3)	(4)
Yellow	<b>(a) Human Anatomical Waste:</b> Human tissues, organs, body parts and fetus below the viability period (as per the Medical Termination of Pregnancy Act 1971, amended from time to time).	Yellow colored non-chlorinated plastic bags	Incineration or Plasma Pyrolysis or deep burial*
	<b>(b) Animal Anatomical Waste :</b> Experimental animal carcasses, body parts, organs, tissues, including the waste generated from animals used in experiments or testing in veterinary hospitals or colleges or animal houses.		
	<b>(c) Soiled Waste:</b> Items contaminated with blood, body fluids like dressings, plaster casts, cotton swabs and bags containing residual or discarded blood and blood components.		Incineration or Plasma Pyrolysis or deep burial*  In absence of above facilities, autoclaving or micro-waving/ hydroclaving followed by shredding or mutilation or combination of sterilization and shredding. Treated waste to be sent for energy recovery.



	<p><b>(d) Expired or Discarded Medicines:</b> Pharmaceutical waste like antibiotics, cytotoxic drugs including all items contaminated with cytotoxic drugs along with glass or plastic ampoules, vials etc.</p>	<p>Yellow colored non-chlorinated plastic bags or containers</p>	<p>Expired cytotoxic drugs and items contaminated with cytotoxic drugs to be returned back to the manufacturer or supplier for incineration at temperature &gt;1200 °C or to common bio-medical waste treatment facility or hazardous waste treatment, storage and disposal facility for incineration at &gt;1200°C Or All other discarded medicines shall be either sent back to manufacturer or disposed by incineration.</p>
	<p><b>(e) Chemical Waste:</b> Chemicals used in production of biological and used or discarded disinfectants.</p>	<p>Yellow coloured containers or non-chlorinated plastic bags</p>	<p>Disposed of by incineration or Plasma Pyrolysis or Encapsulation in hazardous waste treatment, storage and disposal facility.</p>
	<p><b>(f) Chemical Liquid Waste :</b> Liquid waste generated due to use of chemicals in production of biological and used or discarded disinfectants, Silver X-ray film developing liquid, discarded Formalin, infected secretions, aspirated body fluids, liquid from laboratories and floor washings, cleaning, house-keeping and disinfecting activities etc.</p>	<p>Separate collection system leading to effluent treatment system</p>	<p>After resource recovery, the chemical liquid waste shall be pre-treated before mixing with other wastewater. The combined discharge shall conform to the discharge norms given in Schedule- III.</p>
	<p><b>(g)</b> Discarded linen, mattresses, beddings contaminated with Blood or body fluid.</p>	<p>Non-chlorinated yellow plastic bags or suitable packing material</p>	<p>Non- chlorinated chemical disinfection followed by incineration or Plazma Pyrolysis or for energy recovery. In absence of above facilities, shredding or mutilation or combination of sterilization and shredding. Treated waste to be sent for energy recovery or incineration or Plazma Pyrolysis.</p>

	<p><b>(h) Microbiology, Biotechnology and clinical laboratory waste:</b> Blood bags, Laboratory cultures, stocks or specimens of micro-organisms, live or attenuated vaccines, human and animal cell cultures used in research, industrial laboratories, production of biological, residual toxins, dishes and devices used for cultures.</p>	Autoclave safe plastic bags or containers	Pre-treat to sterilize with non-chlorinated chemicals on-site as per National AIDS Control Organisation or World Health Organisation guidelines thereafter for Incineration.
<b>Red</b>	<p><b>Contaminated Waste (Recyclable)</b> (a) Wastes generated from disposable items such as tubing, bottles, intravenous tubes and sets, catheters, urine bags, syringes (without needles and <i>fixed needle syringes</i>) and vaccutainers with their needles cut) and gloves.</p>	Red coloured non-chlorinated plastic bags or containers	<p>Autoclaving or micro-waving/hydroclaving followed by shredding or mutilation or combination of sterilization and shredding. Treated waste to be sent to registered or authorized recyclers or for energy recovery or plastics to diesel or fuel oil or for road making, whichever is possible.</p> <p>Plastic waste should not be sent to landfill sites.</p>
<b>White (Translucent)</b>	<p><b>Waste sharps including Metals:</b> Needles, syringes with fixed needles, needles from needle tip cutter or burner, scalpels, blades, or any other Contaminated sharp object that may cause puncture and cuts. This includes both used, discarded and contaminated metal sharps</p>	Puncture proof, Leak proof, tamper proof containers	Autoclaving or Dry Heat Sterilization followed by shredding or mutilation or encapsulation in metal container or cement concrete; combination of shredding cum autoclaving; and sent for final disposal to iron foundries (having consent to operate from the State Pollution Control Boards or Pollution Control Committees) or sanitary landfill or designated concrete waste sharp pit.



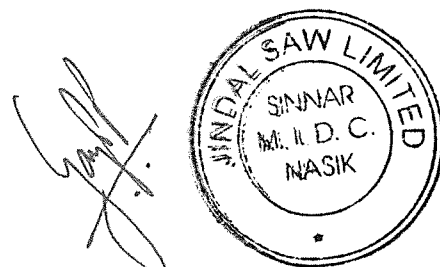
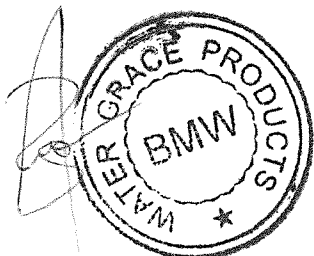
<b>Blue</b>	<b>(a) Glassware:</b> Broken or discarded and contaminated glass including medicine vials and ampoules except those contaminated with cytotoxic wastes.	Cardboard boxes with blue colored marking	Disinfection (by soaking the washed glass waste after cleaning with detergent and Sodium Hypochlorite treatment) or through autoclaving or microwaving or hydroclaving and then sent for recycling.
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2) M/S. Watergrace Products, Nashik will provide BMW collection and transportation services and the Generator will make available non-chlorinated plastic bags for collecting solid materials placenta amputated body part etc. that shall be incinerated by the M/S. Watergrace Products, Nashik.

3) M/S. Watergrace Products, Nashik will provide BMW collection and transportation services and the Generator will make available container for sharps needles and glasses etc.

#### **RESPONSIBILITIES OF THE GENERATOR**

- 1) The GENERATOR shall segregate the waste at the point of generation in accordance with the BMW (M&H) rules 1998 and in compliance with the standard prescribed there under.
- 2) The GENERATOR shall collect the segregated BMW in Bio. Degradable plastic bags as stipulated by Ministry of Environment and Forest vide notification date 20th July 1998.
- 3) All the bags shall be sealed tightly by the GENERATOR and M/S. Watergrace Products, Nashik will collect the sealed bags only at a secured designated point in the hospital.
- 4) The GENERATOR shall take all steps to ensure the waste is handling without adverse effects to human and environment.
- 5) The GENERATOR shall establish a common secured waste collection within the industry for collection and final disposal to M/S. Watergrace Products, Nashik at Common Bio-Medical Waste Treatment Facility.
- 6) The GENERATOR shall furnish annual report regarding general collection storage transportation and disposal of Bio-Medical Waste in prescribed format to Maharashtra Pollution Control Board Nashik.

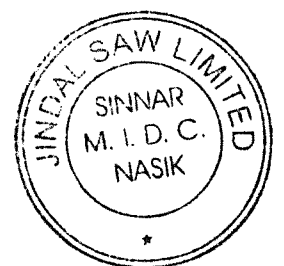
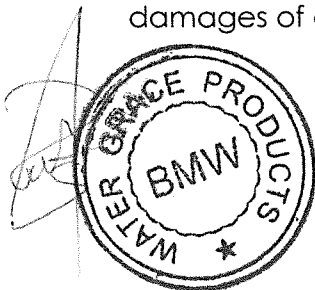


- 7) The GENERATOR shall maintain all the relevant records and make report the accident if any as prescribed under the rules.
- 8) The GENERATOR shall designate a "Nodal Officer" to interact with M/S. Watergrace Products, Nashik the Maharashtra Pollution Control Board.
- 9) The GENERATOR shall disinfect the sharps and mutilate them and hand over in puncture proof containers to M/S. Watergrace Products, Nashik.
- 10) The GENERATOR will give sharps (waste) in puncture proof containers.
- 11) The collected waste material sent by the industry may be checked suggestions may be given for improvement in the segregation of waste to the industry by M/S. Watergrace Products, Nashik
- 12) The GENERATOR shall be solely responsible for the number of bed declared to M/S. Watergrace Products, Nashik the GENERATOR shall inform M/S. Watergrace Products, Nashik and MPCB within about any such changes in the number of beds.


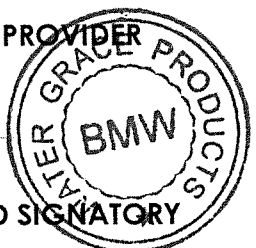
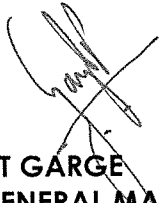
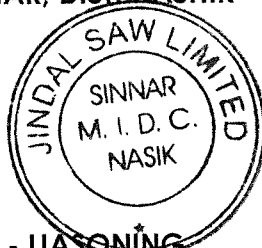
#### **TERMS AND CONDITIONS**

**The Jindal Saw Limited, A-59 & 60, M.I.D.C MALEGAON, Tal.- Sinnar Dist.- Nashik** shall pay the monthly charges of cost of disposal after completion of the month 15th every next month without fail. Payments that are not made by the 15th every month shall be charged late fees @ 100/- a day upto 25th of the month this would be applicable latest by 3rd of every month and after verification bill will be forwarded to Account Officer of Jindal Saw Limited, Malegaon, Taluka Sinnar, Dist. Nashik would make payment to M/S. Watergrace Products, Nashik.

- 1) All payment shall be made in favour of M/S. Watergrace Products, Nashik in the form of DD OR A/C Payee cheques. All bounced cheques shall be charged at Rs. 200/- extra in addition to the actual bank charges the mandatory provisions of income tax for deducting tax at source shall apply.
- 2) M/S. Watergrace Products, Nashik shall indemnify all costs expenses damages etc. in relation to handling / mishandling / omission to handle the bio medical waste.
- 3) M/S. Watergrace Products, Nashik failure to collect the bio-medical waste as per provisions of bio-medical waste Management and handling rules 1998 even after expiry of 48 hours the generator shall make alternate arrangement to transportation of bio-medical waste to service provider facility and will entail not only liability to reimburse the cost of alternative arrangement but also liquidated damages of at least Rs. 100/- per day.



- 4) All disputes differences claims etc arising from of out of the agreement shall be subject to the exclusive arbitration of the Managing director of Maharashtra Health Systems Corporation.
- 5) The course except at Nashik will have a jurisdiction to entertain any matter arising from and out of the agreement.
- 6) The Above BMW services charges can be revised 10% every year.
- 7) The period of this agreement is of **(one)** years or end of the work order whichever is earlier.
- 8) Our membership certificate will be issued after receiving our first service charges bill.
- 9) In the event of persistent default (exceeding three times in a month) the corporation will have the option to terminate the contract to and without prejudice to the imposition of liquidate damages. His decision to terminate the contract will be written the sole discretion of the Managing director of the Corporation and the same will be arrives at after hearing the view point of M/S. Watergrace Products, Nashik the said decision will be final and shall not be called in question in any court on any ground whatsoever.

<p><b>M/S. WATERGRACE PRODUCTS NASHIK AS SERVICE PROVIDER</b></p>   <p><b>AUTHORIZED SIGNATORY</b></p>	<p><b>FOR JINDAL SAW LIMITED MIDC MALEGAON, TAL. SINNAR, DIST. NASHIK AS GENERATOR</b></p>   <p><b>PRASHANT GARGE DEPUTY GENERAL MANAGER - LIASONING</b></p>
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