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Bio-medical Waste: Document
Agreement.

April 25 - "

Agreement NO.

CSN01354/25-26.



Unique ID:CSN01354

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This agreement is made and executed at Chh. Sambhajnagar on 28-Apr-25.

BY AND BETWEEN

ADMINISTRATOR, Chhatrapati Sambhajnagar Municipal Corporation (The Owner) having its treatment facility at 122, Gevrai Tanda, Patoda Shivar, Paithan Road, Chhatrapati Sambhajnagar-431002, Maharashtra vide letter no OUT.NO/CSMC/Health/3298/2024 dated 05/12 /2024 authorizing BIOTIC WASTE LIMITED (BWL) as its "Operator" till the completion and commissioning of new/proposed CBWTF by the BWL, (For short hereinafter referred to as "Operator/Operator" or "The First Party") through its Authorised Signatory Mr. Sanjeev Kumar, DIRECTOR, duly authorized to enter into and sign this agreement for and on behalf of the Operator of the ONE PART.



AND

DKMM HMC & HOSPITAL having its Registered office at DKMM HMC & HOSPITAL GURU GANESH NAGAR, PHADSINGPURA CHH.SAMBAJINAGAR, CHHATRAPATI SAMBHAJI NAGAR, CHHATRAPATI SAMBHAJI NAGAR, State - Maharashtra, PIN - 431004, CHH. SAMBAJINAGAR, State - MAHARASHTRA, PIN - 431002 & Service Address at DKMM HMC & HOSPITAL GURU GANESH NAGAR, PHADSINGPURA CHH. SAMBAJINAGAR, CHHATRAPATI SAMBHAJI NAGAR, State - Maharashtra, PIN - 431004 (For short hereinafter referred to as "Occupier/Company/Health Care Facility (HCF)" or "The Second Party") through its Proprietor/Partner/Authorized Representative Ms./Mr. DR. PRAKASH ZAMBAD of the OTHER PART.

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 Occupier in compliance of the Biomedical Waste Management Rules, 2016 desires to engage the Operator for rendering services towards disposal of all Biomedical Waste. After discussions and due negotiations, 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 Occupier will segregate, pack and label the Biomedical waste in the colour coded bags from the waste generation points as per the BMW Management Rules 2016, Central Pollution Control Board (CPCB) Guidelines, 2016 and Plastic Waste Management Rules, 2016 and keep the said packed waste ready for collection by the staff of the Operator.
2. The Operator will not collect any Biomedical waste which is not properly segregated and packed in accordance with the guidelines of Biomedical Waste Management Rules and Guidelines 2016. The record of the collected waste shall be maintained by the Occupier in the prescribed format. No municipal solid waste shall be handed over to the Operator.
3. That the Operator will charge to the Occupier, being HO - HOMEOPATHY as per the following schedule of rates:
 - a) Minimum Disposal Charges of Rs. 5100 (INR Five Thousand One Hundred only)/- plus taxes Monthly in Advance for HO - HOMEOPATHY for 25 (Twenty Five) Bedded facility.
 - b) The charges do not include disposal of Covid Waste, Historical Waste, Liquid Waste and Beddings and Linen. Please note that the service charges are subject to change after the revision of rate from the competent authority.
 - c) The Occupier shall use Biomedical Waste Color Coded Plastic Bags and Tamper proof Sharp Containers as per standards laid out in the BMW Rules, CPCB Guidelines and Plastic Waste Management Rules.
4. That the Occupier undertakes to make the payment through 'NEFT/Digital payment, Account Payee Cheque or Demand Draft' in favour of the BIOTIC WASTE LIMITED on or before 7th day of each successive month and thereafter the interest @ 18% for p.a. shall be charged by the Operator if the payment is not made within the stipulated period. In case, any payment made through cheque is rejected by bank due to reasons on part of Occupier, a cheque bounce fee of Rs. 500/- (Rupees Five Hundred) shall be charged from the Occupier.
5. 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, in which case the service would be suspended/terminated forthwith. Notwithstanding the aforesaid terms, after consultation with the Owner (Chhatrapati Sambhajanagar Municipal Corporation):
 - a) The Operator will be at liberty to reconsider whether to continue this service to the Occupier in the event when the Occupier does not pay the service charges.



b) The Operator shall be at liberty to reconsider this Agreement whether to continue Services to the Occupier in the event of the non-compliance of the Biomedical Waste Management Rules 2016 during Segregation of the biomedical waste by the Occupier except due to the circumstances under force majeure clause and the circumstances beyond the control of the parties.

6. That all the taxes, such as GST, if applicable, shall be paid and borne by the Occupier. With reference to the notification no. 09/2025, Central Tax (Rate) published on 17th September 2025, GST shall be charged @ 5% for the clinical establishment and 18% for the non-clinical establishment entities.

7. That 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 accordingly with subject to the jurisdiction of Courts at Chh. Sambhajinagar. All the notices, requests, demands and other communications, required/permited to be given under this Agreement shall be in writing or on their registered emails.

9. That this agreement shall be automatically renewed by the Operator on the agreement end date. The Occupier undertakes to give one month notice in writing if they want to discontinue the services failing which, they have to pay the service charge equivalent to one-month minimum service charges to the Operator in lieu of one month notice period.

10. That the Occupier further undertakes to sign every page of the agreement and return both copies of the agreement for Operator's signature and the Operator will return the duplicate signed copy of the agreement to the Occupier.

11. That the terms of this Agreement shall be in force from 1-Apr-25 to 31-Mar-26.

12. That in case there is any change in the constitution of Occupier, the same shall be informed forth with to the Operator.

13. DISPUTE RESOLUTION

a) Amicable Resolution: The Dispute shall in the first instance be resolved amicably by both the parties. In the event that the Parties are unable to mutually resolve the Dispute within 15 (Fifteen) Business Days of the Dispute being raised before either of the Parties referred to it, the same shall be referred to arbitration as stated below.

b) Arbitration: The dispute shall be referred to and finally resolved by arbitration of a sole arbitrator in accordance with the Indian Arbitration Act, 1996 for the time being in force. Appointment of arbitrator will be done with the mutual consent of both Parties within a period of 60 days. The language of the arbitration shall be English.

c) The Parties will continue to perform their respective obligations under the Agreement during the arbitration proceedings.



d) The seat and venue of arbitration shall be at Chh. Sambhajinagar and the local laws of Maharashtra shall be applicable.

14. That Occupier must intimate the Operator in writing in advance, preferably over an email, if the HCF is closed due to any reason. In absence of such intimation, Occupier shall be liable to pay the service charges.

15. IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THEIR SIGNATURE AND SEAL ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

BIOTIC WASTE LIMITED


(Authorized Signatory)
Plot No 122, Gevra Danda, Patoda Shivar,
Paithan Road, Chh. Sambhajinagar - 431002, MH
7770005275, 7770005251
Renewal/Query related : csn@bioticsam.in
Account related : accounts@bioticsam.in
GST: 27AADCV1049G1ZF
MSME: HR-05-0001702

DKMM HMC & HOSPITAL


(Authorized Signatory)
DKMM HMC & HOSPITAL GURU GANESH NAGAR, PHADSINGPURA CHH.SAMBHAJINAGAR, CHHATRAPATI
SAMBHAJI NAGAR, CHHATRAPATI SAMBHAJI NAGAR, State - Maharashtra, PIN - 431004
7888000336
dkmmopd@gmail.com
GST:

Witness: BIOTIC WASTE LIMITED

Witness: DKMM HMC & HOSPITAL

KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR HEALTH CARE FACILITY (HCF)

(Please fill this form in ENGLISH and in BLOCK LETTERS)

A. IDENTITY DETAILS

1. HCF Name: DKMM HMC & HOSPITAL
2. Registered Address: DKMM HMC & HOSPITAL GURU GANESH NAGAR, PHADSINGPURA CHH. SAMBAJINAGAR, CHHATRAPATI SAMBHAJI NAGAR, CHHATRAPATI SAMBHAJI NAGAR, State - Maharashtra, PIN - 431004
3. Service Address: DKMM HMC & HOSPITAL GURU GANESH NAGAR, PHADSINGPURA CHH. SAMBAJINAGAR, CHHATRAPATI SAMBHAJI NAGAR, State - Maharashtra, PIN - 431004
4. Contact Name: Mr/Mrs DR. PRAKASH ZAMBAD
5. Email id: dkmmopd@gmail.com
6. Mobile No: 7888000336
7. Land Line No:
8. PAN Number:
9. GST Number:
10. TAN No (If registered):
11. Signing Authority Pan No: AADPZ6460A
12. Signing Authority Aadhar Number: 496204577333
13. Bedded/ Non-Bedded: HO - HOMEOPATHY DISPENSARY No of Beds: 25 (Twenty Five)
14. PCB Authorization No: YES Valid Up to:
15. HCF Opening & Closing business hours/days:

B. BANK DETAILS

1. Bank Name:
2. Bank Account Number:
3. Bank IFSC Code:

C. DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature of the Applicant Date: (dd/mm/yyyy)

Note: Please fill the enclosed KYC form. Kindly send one copy of Aadhar Card, PAN Card, GST Registration (if applicable), Pollution Control Board (PCB) authorization and one passport size photograph of the authorized signatory.

