

**AGREEMENT**

This agreement has been made between the FRESH AIR WASTE MANAGEMENT SERVICES PVT. LTD., having registered office at FATASHIL, G.S. COLONY, GUWAHATI 781009 in the district of Kamrup(M), Assam herein after called the FRESH AIR.

AND

**NEMCARE HOSPITAL** (North East Medical Care & Research Centre (P) Ltd) a health care facility with 100 numbers of beds having its facility at G. S. Road , Bhangagarh, Guwahati- 781005, in the district of Kamrup (M), Assam, INDIA hereafter called **OCCUPIER**.

WHEREAS Fresh Air owns its Common Bio Medical Waste Treatment Facility at Hazo Bori Panikhaiti, Guwahati 781050, Assam, to treat, store and dispose of Bio Medical Wastes as per the guidelines issued under the Bio Medical Waste Management Rules 2016 and any amended thereof.

WHEREAS OCCUPIER is desirous of getting its Bio Medical Waste disposed of by utilizing the Services of the Fresh Air in accordance with the requirement of applicable laws.

Now therefore these presents witnesseth and it is hereby declared and agreed by and between the parties hereto as follows:

1. The following terms in the agreement shall have the respective meaning assigned to them:  
'CBWTF" shall mean Common Bio Medical Waste Treatment Facility.  
"SPCB" shall mean State Pollution Control Board.  
'BMW" shall mean Bio Medical Waste  
'Rules" shall mean Bio Medical Wastes as per the guidelines issued under the Bio Medical Waste Management Rules 2016 and any amended thereof.  
"Services" shall mean collection, transport, treatment, storage and disposal of the Bio Medical Waste.
2. WASTE MANAGEMENT: The solid wastes once generated will be segregated and stored in colour coded waste bags in an isolated place by the OCCUPIER from where it will go for different treatment procedure. The OCCUPIER will depute one person who will hand over the BMW to FRESH AIR as per the scheduled time only after proper segregation. The Details of the BMW to be collected by FRESH AIR have given in Schedule for Biomedical Solid Waste to be Collected. FRESH AIR will not collect any waste, which is not segregated.

North East Medical Care  
& Research Centre (P)Ltd.

Director

FRESH AIR  
WASTE MANAGEMENT SERVICES PVT. LTD.

2nd Floor, Tulip Tower, G.N.B. Road, Chandmari, Guwahati-3  
Mob. : Accounts Related +919435190238  
Collection Related +918638863157  
Industry (Disposal) +919706154192, +919864268937  
e-mail : info@freshairindia.com, partha.p@freshairindia.com  
Websites : www.freshairindia.com

Authentication Code: FA/COR/2223/AGR/BMW/696

3. **COLLECTION, TRANSPORTATION AND DISPOSAL:** The FRESH AIR will be fully responsible for collection of BMW (BMW) from the end point of the OCCUPIER and their transportation, treatment & disposal of BMW strictly in accordance with the instructions issued by PCB, Assam, Guwahati from time to time. Frequency of collection will be agreed upon as per discussion by both the parties.
4. **WASTE DELIVERY & HANDOVER:** The OCCUPIER undertakes to deliver or handover to FRESH AIR only the segregated Bio-Medical Waste generated by the OCCUPIER. Bags should be provided with bar code stickers as per the Rules. The OCCUPIER will scan the bags before handing over the waste bags to FRESH AIR. General Waste i.e. (MUNICIPAL SOLID WASTE IS NOT TO BE PUT INTO THE COLOUR CODED BAGS AT ALL). The FRESH AIR shall not collect waste Bags containing un-segregated waste. Disposal of discarded linen, mattresses, beddings contaminated with blood or body fluid etc if required, separate arrangement for collection, disposal and payment will be made by both the parties with necessary planning.
5. **MEMBERSHIP REGISTRATION FEE:** The OCCUPIER will pay a sum of Rs.17,500.00 (Rupees Seventeen Thousand Five Hundred Only) to FRESH AIR as membership fee for the term as mentioned in this agreement. This payment will be made at the time of this agreement.
6. **PAYMENTS:** The OCCUPIER will pay FRESH AIR monthly subscription charge as per the bills raised by FRESH AIR at the end of every month which will be paid on or before 7<sup>th</sup> day of every month by the OCCUPIER. For disposal unsegregated of biopsy sample which come in plastic container immersed in formalin chemical, a separate handling charge will be paid by the OCCUPIER to FRESH AIR. In case of segregated Biopsy sample no extra charge will be taken. The details of the subscription charge is included in the Schedule for Subscription Charge. An increment 8% in the subscription charge will be considered in every financial year.
7. **TERM:** The agreement will remain in force for a period of from **01/04/2022 to 31/03/2027** and will be renewable one month before expiry of the agreement.
8. **VALIDITY:** This agreement shall be considered to be valid only with commencement of collection of BMW from the HCF as mentioned in the definition of parties in this agreement. The collection of BMW shall be commenced with a clear letter from the authorized person of the HCF. This agreement is valid only for the Health Care Facility defined as OCCUPIER of this agreement. This agreement does not cover any other Health Care Facility or branch or sub centre other than the health care facility defined as OCCUPIER.

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9. TERMINATION: This agreement may be terminated with a minimum two months clear notice by either of the party or on violation of any of the terms and conditions of this agreement or nonpayment of monthly subscription charge for more than two months.
10. JURISDICTION: Any dispute arising out of the agreement shall be subjected to the jurisdiction of the courts within Guwahati

DATE: 01/03/2022

For Occupier

North East Medical Care  
& Research Centre (P)Ltd.



Director

Authorised person

For FRESH AIR

FRESH AIR  
WASTE MANAGEMENT SERVICES  
16/03/22  
DIRECTOR

Director

Authentication Code: FA/COR/2223/AGR/BMW/696

Schedule for Biomedical Solid Waste To be Collected

Yellow

Type of Bio Medical Waste	Storage
(a) Human Anatomical Waste: 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 coloured non-chlorinated plastic bags
(b) Animal Anatomical Waste : 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 shouses.	Yellow coloured non-chlorinated plastic bags
(c) Soiled Waste: Items contaminated with blood, body fluids like dressings, plaster casts, cotton swabs and bags containing residual or discarded blood and blood components.	Yellow coloured non-chlorinated plastic bags
(d) Expired or Discarded Medicines: Pharmaceutical waste like antibiotics, cytotoxic drugs including all items contaminated with cytotoxic drugs along with glass or plastic ampoules, vials etc.	Yellow coloured non-chlorinated plastic bags or containers
(e) Chemical Waste: Chemicals used in production of biological and used or discarded disinfectants.	Yellow coloured non-chlorinated plastic bags
(f) Chemical Liquid Waste : 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.	Separate collection system leading to effluent treatment system (Not to be handed over to Fresh Air)
(f) Chemical Liquid Waste : 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.	Separate collection system leading to effluent treatment system (Not to be handed over to Fresh Air)
(g) Discarded linen, mattresses, beddings contaminated with blood or body fluid.	Non-chlorinated yellow plastic bags or suitable packing material
(h) Microbiology, Biotechnology and other clinical laboratory waste: 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.	Autoclave safe bags or containers

Red

Contaminated Waste (Recyclable): Wastes generated from disposable items such as tubing, bottles, intravenous tubes and sets, catheters, urine bags, syringes (without needles and fixed needle syringes) and vaccutainers with their needles cut) and gloves.	Red coloured non-chlorinated plastic bags or containers
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White (Translucent)

Waste sharps including Metals: 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	Puncture proof, Leak proof, tamper proof containers
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Blue

Glassware: Broken or discarded and contaminated glass including medicine vials and ampoules except those contaminated with cytotoxic wastes. Metallic Body Implants	Cardboard boxes with blue colored marking
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**Schedule for Subscription Charge.**


Duration	Amount in Rupees
Monthly	22745.00

The subscription charge for the service rendered under this agreement will be increased by 8% every year as mentioned in the payment terms of this agreement.

Note:

- The above rate is inclusive of twelve day BMW collection from the OCCUPIER. The OCCUPIER will inform FRESH AIR by email without any delay if the BMW collection is not done or in case of any emergency extra BMW collection if required.
- For disposal .unsegregated of biopsy sample which come in plastic container immersed in formalin chemical, a separate handling charge of Rs.3950.00 per trip will be paid by the OCCUPIER to FRESH AIR. In case of segregated Biopsy sample no extra charge will be taken.

North East Medical Care  
& Research Centre (P)Ltd.

  
Director

  
DIRECTOR