

**BEFORE THE NATIONAL GREEN TRIBUNAL,
SOUTHERN ZONE, CHENNAI**

ORIGINAL APPLICATION NO.123 OF 2017

IN THE MATTER OF:-

Dr. KIRTHIKA GOKULNATH

Applicant

Versus

UNION OF INDIA & OTHERS

Respondent

PAPER BOOK – II

I N D E X

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Through

Sathya Bama
Standing counsel for
Puducherry Pollution Control Committee

INSPECTION REPORT

Name & Address of the Facility : M/s Pondicherry University,
Kalapet,
Puducherry-605 014.

Purpose of Inspection : To ensure the compliance status based on
the order of O.A. No.123 of 2017 (SZ) of Hon'ble
NGT, dated 18.11.2020 and Bio-Medical waste
Management Rules, 2016.

Inspected by : Tmt. J. Selvanayaki, JSA

Inspected on : 21.01.2021

Observation :

: During inspection the following were observed;

- i. Due to COVID- Pandemic university was yet to reopen for academic and research courses.
- ii. Pondicherry University prepared display charts on Bio-Medical Waste Management and displayed in the concern departments.
- iii. Different coloured dustbins have been provided in concern departments like Microbiology, Bio-technology, Bio-informatics, Green Energy Dept and Centre for Pollution Control as per Bio-Medical Waste Rules.
- iv. In the coloured dustbins non-chlorinated bags were provided.
- v. In the Biotechnology Department partition for storage of BMW was under completion.
- vi. Records of Bio-Medical waste generation is maintained.

Signature : 
Name & Designation : (J. Selvanayaki)
of the Inspection Official : Junior Scientific Assistant

Inspection of M/s. Pondicherry University, Kalapet, dt.21-01-2021





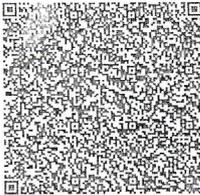
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INDIA NON JUDICIAL

Government of Puducherry

e-Stamp

Certificate No. : IN-PY38939253172096S
 Certificate Issued Date : 17-Mar-2020 10:06 AM
 Account Reference : IMPACC (SH)/ pyshimp17/ SARAM/ PY-PU
 Unique Doc. Reference : SUBIN-PYPYSHIMP1764380456054631S
 Purchased by : PONDICHERRY SOLID WASTE MANAGEMENT COMPANY PVT LTD
 Description of Document : Article 5 Agreement or Memorandum of Agreement
 Property Description : SERVICE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : PONDICHERRY SOLID WASTE MANAGEMENT COMPANY PVT LTD
 Second Party : PONDICHERRY UNIVERSITY
 Stamp Duty Paid By : PONDICHERRY SOLID WASTE MANAGEMENT COMPANY PVT LTD
 Stamp Duty Amount(Rs.) : 20
 (Twenty only)



Please write or type below this line

PONDICHERRY SOLIDWASTE MANAGEMENT
 COMPANY PRIVATE LIMITED

R.S. No : 79/5 & 80/2, Thuthipet, Villianur Commune,
 Puducherry - 605 502.

REGISTRAR(i/c)
 PONDICHERRY UNIVERSITY
 PUDUCHERRY - 605 014.

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SERVICE AGREEMENT

This agreement is entered into **17.03.2020** (day/month/year).

between

1st Party:

M/s Pondicherry Solid Waste Management Company Private Limited, Rajeev Gandhi Land Mark, Thuthipet, Villanur Commune, Puducherry -605502, here in after, referred as PSMPL represented by, Mr. K. Velmurugan, Manager-Administration.

and

2nd Party:

Pondicherry University, R.V. Nagar, Kalapet, Puducherry -605014, here in after, referred as Pondicherry University represented by, the Registrar - Administration.

PSMPL, as the approved Common Bio Medical Solid Waste Management Facility by Puducherry Pollution Control Committee, has been contracted by **Pondicherry University** for Collection, Treatment and Disposal of the segregated Bio Medical Solid Waste in RED and YELLOW color bags.

Whereas, **Pondicherry University** as statutory requirement, need to manage their Solid Waste in adherence to **Bio-Medical Wastes (Management and Handling) Rules (amended) 2018**. Whereas **Pondicherry University** agrees to utilize the services of PSMPL in the scope of the following Terms and Conditions of the agreement from **17th March 2020** to **16th March 2021**.

1. PSMPL will take segregated Bio-Medical Wastes, from the **research labs of the School of Life Sciences, Center for Pollution Control and Environmental Engineering, Animal House, and Health center** in colour-coded bags, properly tied and in leak proof condition as per BMW Rules (amended) 2018 to the PSMPL facility. The wastes shall be collected by PSMPL from one point of activity at Pondicherry University.
2. PSMPL agrees to provide the services to **Pondicherry University** in-compliance with the BMW, Rules (amended) 2018 on a 'user-pay-principle' at **INR. 1500/ per month**. Applicable Taxes/duties are additional. The same shall be paid on monthly basis.
3. The PSMPL should give the details of BMW generated in **Pondicherry University** on monthly basis. PSMPL is bound to disclose all details about this agreement and services to PPCC, as and when it is required.
4. PSMPL will enable **Pondicherry University** to get authorization from PPCC, for necessary structures for collection and segregation of Bio-Medical Wastes.
5. PSMPL shall collect the wastes from **Pondicherry University** daily (within 24 hours of time) or mutually agreed time, from the agreed locations within Pondicherry University,

PONDICHERRY SOLIDWASTE MANAGEMENT
COMPANY PRIVATE LIMITED

R.S. No : 79/5 & 80/2, Thuthipet, Villianur Commune,

B. Chidambaram
REGISTRAR(i/c)
PONDICHERRY UNIVERSITY
PONDICHERRY - 605 014.

during working hours (9:00 am to 4:00 pm). **PSMPL** will not collect the bio-medical wastes, which are not segregated or properly packed.

6. **PSMPL** should provide a closed vehicle dedicated only to **Pondicherry University** to collect the Bio-Medical Waste from **Pondicherry University**.
7. In case, if **PSMPL** fails to collect the waste within 24 hours of previous collection time, the same shall be cleared within the next 24 hours.
8. **PSMPL** shall be responsible for any violation under the Bio-Medical Waste Management Rules (amended), 2018 from the time, the waste is handed over to **PSMPL** at the premises of Pondicherry University and shall comply with all the rules and regulations stipulated by the PPCC.
9. **Pondicherry University** will give its Bio Medical Waste including all disposable plastic materials (i.e., Gloves, Tubes, Any Research Materials, IV set, Plastic IV Bottles, Urine bags etc.), properly packed in color coded bags as per **Bio-Medical Waste (Management and Handling) Rules (amended) 2018**, for treatment and disposal to **PSMPL**. The BMW should be given at one collection point by Pondicherry University to **PSMPL's** vehicle.
10. In case **Pondicherry University** finds any irregularities in the collection of waste they can send a notice in writing to **PSMPL** and PPCC for immediate action. All complaints (if any) shall be attended to in the shortest possible time (48 hours).
11. **PSMPL** shall raise the INVOICE for payment on monthly basis on or before 2nd of every month, and **Pondicherry University** is liable to make the payment via wire transfer to:

Bank Name & Address: HDFC bank limited, No.88, Ground floor, East Car Street
Chidambaram Branch, Cuddalore District, Tamilnadu-608001.

Current Account Number: 10512020000159

RTGS/NEFT/IFSC: HDFC0001051

MICR: 605240006

12. In case of non-receipt of payment on the agreed date from **Pondicherry University**, **PSMPL** will stop the listed services immediately with intimation to PPCC.
13. Agreement can be terminated by giving one-month notice from either side or will be automatically terminated if the services are not started within a month from the date from this agreement.
14. This "Agreement of Services" shall be valid up to **16th March 2021** period and with due clause for renewable by mutual consent for the further periods.
15. Shri. N. Sankaramourthy, Executive Engineer, Engineering Wing and Dr. M. Nandhivarman, Coordinator, Office of Green Campus, shall be coordinating in this regard for the compliance.

1st Party

PONDICHERRY SOLIDWASTE MANAGEMENT
COMPANY PRIVATE LIMITED

R.S. No : 79/5 & 80/2, Thuthipet, Villiyannur Commune,
Puducherry - 605 502.

2nd Party

B. Chidambaram

REGISTRAR(i/c)
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.

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PAPER BOOK II

A.SATHYA BAMA
STANDING COUNCEL FOR
PUDUCHERRY POLLUTION
CONTROL COMMITTEE