

Original Application No. 123 of 2017 (SZ)

Item No: 05

IN THE MATTER OF:

**Dr. Krithika Gokulnath
E 4503, E Block
SNN Raj Serenity Apartments
Begur Road, Elanahalli
Bangalore – 560 068. ...Applicant(s)**

Versus

**Registrar,
Anna University,
Guindy, Chennai and 8
Ors. ...Respondent(s)**

Refer Sl. No: 7-11 of the Page 27 of 28 of the Hon'ble NGT Order,

Date of hearing: 16.03.2021

Query		Remarks
Sl. No: 7.	Further, it is not clear from the report submitted by the Puducherry Pollution Control Committee as to whether the 2nd respondent has got necessary authorization as required under the Bio-Medical Waste (Management and Handling) Rules, 2016.	Pondicherry University (2nd respondent) had obtained 'Authorization' in Form III (see Rule 10) of the Bio-Medical Waste (Management and Handling) Rules, 2016, from the competent authority (PPCC).
Sl. No: 8.	When this was pointed out, the learned counsel appearing for the 2 nd respondent as well as the Puducherry Pollution Control Committee submitted that they will come with a proper report regarding this aspect before the next hearing date.	Refer <u>Annexure: A</u> 1. MoU with Authorized Recycler for the year 2020-21 (<u>Annexure - C</u>) 2. MoU with Authorized Recycler for the year 2021-22 (<u>Annexure - D</u>)
Sl. No: 9	They are directed to submit a further report on this aspect as well to this Tribunal before the next hearing date.	Report enclosed with Annexure
Sl. No: 10	If the parties want to file any objection to the reports, they are at liberty to file the same to this Tribunal before the next hearing date.	
Sl. No: 11	The parties are directed to file their respective reports and objections, if any, to the report submitted to this Tribunal on or before 23.04.2021 by efileing in from of Searchable PDF/OCR Supportable PDF and not in the form of Image PDF along with necessary hardcopies to be produced as per Rules.	To file on or before 23.04.2021

Remark for the Table 2: Compliance Status of Pondicherry University,

Sl. No: VI of page 26 of 28 of the Hon'ble NGT Order, Date of hearing: 16.03.2021

CPCB Norm:	Observation during the inspection by the Inspecting Officers from CPCB & PPCC
<p>A designated central storage room shall be identified within the premises for storage of bio- medical waste, till the waste is treated and disposed to Common Biomedical Waste Treatment Facility.</p> <p>The room should under the responsibility of a designated person and should be under lock & key.</p>	<p>Partial Complied</p> <p>A construction of designated central storage room is under progress.</p> <p>Refer: Sl. No: VI of page 26 of 28 of the Hon'ble NGT Order, Date of hearing: 16.03.2021</p>
	<p>Present Condition</p>
	<p>The construction got completed and the photograph is attached as <u>Annexure B</u></p> <p>Fully Complied as per CPCB norms</p>

ANNEXURE-A

PPCC – Grant of Authorization

PU/Regr/No. 1126
Dt/ 29/06/2020

No. 9212/PPCC/BMW/AUTHO/JSA(PPCC)/2020/287
GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF SCIENCE, TECHNOLOGY & ENVIRONMENT
PUDUCHERRY POLLUTION CONTROL COMMITTEE
III FLOOR, PHB BUILDING, ANNA NAGAR, PUDUCHERRY - 605 005
PH: 2201256 / 2203494: FAX: (0413) 2203494

FORM - III
(See rule 10)

Puducherry, the
19 JUN 2020

(Grant of Authorisation for operating a facility for generation, segregation, storage and disposal of bio-medical wastes)

1. Authorisation is accorded to M/s. Pondicherry University, Kalapet, Puducherry for generation, segregation, storage, collection and disposal of Bio-Medical waste as per the capacity given below:

Sl. No.	Category	Type of Waste	Quantity (kgs/day)
1.	Yellow	Human Anatomical Waste, Soiledwaste, chemical solid and liquid waste and microbiology, biotechnology and other clinical laboratory waste	6.0
2.	Red	Contaminated waste (Recyclable)	2.0
3.	White	Waste sharps including metals	0.5
4.	Blue	Glasswares, metallic body implants	0.5

2. 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.
3. Bio-Medical waste shall not be stored in the premises beyond 48 hours as per Rule 8(7).
4. The authorised person shall submit an Annual Report to the prescribed authority in Form - IV by 30th June every year.
5. The authorised person shall submit Report on Accident, if any, to the prescribed authority in Form - I.
6. (a) The Bio-Medical waste should be collected in different colour bags as per the Schedule-I (See rules 3 (e), 4(b), 7(1), 7(2), 7(5), 7 (6) and 8(2)).
(b) The Label for Bio-Medical Waste container / Bags should be maintained as per Schedule-III (See rule 8 (3) (5)).
7. Pre-treat the laboratory waste, microbiological waste, blood samples and blood bags through disinfection or sterilisation on-site in the manner as prescribed by the World Health Organisation(WHO) or National AIDS Control Organisation (NACO) guidelines and then sent to the Common Bio-medical Waste Treatment Facility for final disposal.
8. Provide training to all its health care workers and others, involved in handling of bio medical waste at the time of induction and thereafter at least once every year and the details of training programmes conducted, number of personnel trained and number of personnel not undergone any training shall be provided in the Annual Report;
9. Immunise all its health care workers and others, involved in handling of bio-medical waste for protection against diseases.
10. Ensure segregation of liquid chemical waste at source and ensure pre-treatment or neutralisation prior to mixing with other effluent generated from health care facilities;

11. Ensure treatment and disposal of liquid waste in accordance with the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974);
12. **Conduct health check up** at the time of induction and at least once in a year for all its health care workers and others involved in handling of bio- medical waste and maintain the records for the same;
13. **Maintain and update on day to day basis the bio-medical waste management register** and display the monthly record on its website according to the bio-medical waste generated in terms of category and colour coding as specified in Schedule I;
14. **Inform the Prescribed Authority** immediately in case the operator of a facility does not collect the bio-medical waste within the intended time or as per the agreed time;
15. **Establish a system to review and monitor** the activities related to bio-medical waste management.

Terms and conditions of authorisation

16. The authorisation shall comply with the provisions of the Environment (Protection) Act, 1986 and the rules made there under.
17. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the prescribed authority.
18. The person authorized shall not rent, lend, sell, transfer or otherwise transport the biomedical wastes without obtaining prior permission of the prescribed authority.
19. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.
20. It is the duty of the authorised person to take prior permission of the prescribed authority to close down the facility and such other terms and conditions may be stipulated by the prescribed authority.
21. For hot water and other requirements install Solar Water Heater in a phased manner within one year. Install Rain Water Harvesting structures to recharge Ground water.
22. Switchover to Energy Efficient lightings and also for the heating and cooling requirements

For and on behalf of PPCC,


(SMITHA. R IAS)
MEMBER SECRETARY (PPCC)

To
✓ The Registrar,
M/s. Pondicherry University,
Kalapet,
Puducherry – 605 014.

Copy to: Guard file.

ANNEXURE-B
Completed Partition

Completed Partition @ Department of Biotechnology, Pondicherry University



ANNEXURE- C

Service Agreement – 17th March 2020



सत्यमेव जयते

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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-----

L. S.

**PONDICHERRY SOLIDWASTE MANAGEMENT
COMPANY PRIVATE LIMITED**

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

B. Chidambaram

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

RS 0001713728

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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,
Puducherry - 605 502.


**REGISTRAR(i/c)
PONDICHERRY UNIVERSITY
PUDUCHERRY - 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


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PUDUCHERRY - 605 014.

ANNEXURE- D

Service Agreement – 22nd March 2021

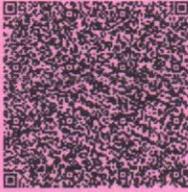


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Certificate No. : IN-PY46025395812295T
Certificate Issued Date : 22-Mar-2021 02:18 PM
Account Reference : SELFPRINT (PU)/ py-self/ PUDUCHERRY/ PY-PU
Unique Doc. Reference : SUBIN-PYPY-SELF76125365270831T
Purchased by : PONDICHERRY SOLIDWASTE MANAGEMENT COMPANY PRIVATE
Description of Document : Article 5 Agreement or Memorandum of Agreement
Property Description : AGREEMENT OR MEMORANDUM OF AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PONDICHERRY SOLIDWASTE MANAGEMENT CO PVT LTD
Second Party : PONDICHERRY UNIVERSITY
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Stamp Duty Amount(Rs.) : 20
(Twenty only)



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SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT
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PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SERVICE AGREEMENT

This agreement is entered into **22.03.2021** (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.N.Srinivasa Prabhu, Director & CEO.

and

2nd Party:

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

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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 **22nd March 2021** to **21st March 2022**.

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.
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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, 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.



Handwritten signature of N. Srinivasa Prabhu

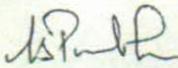
Handwritten signature of Registrar
REGISTRAR(i/c)
PONDICHERY UNIVERSITY
PUDUCHERRY - 605 014.

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.
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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:

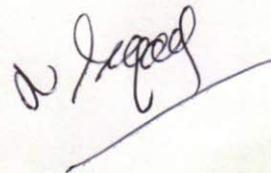
Bank Name & Address: HDFC bank limited, No.88, Ground floor, East Car Street,
Chidambaram Branch, Cuddalore District, Tamilnadu-608001.
Current Account Number: 10512020000159
RTGS/NEFT/IFSC: HDFC0001051
MICR: 605240006

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 **21st March 2022** 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



2nd Party



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PUDUCHERRY - 605 014.