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Description of Document

: Article 12 Bond

Description

: AGREEMENT

Consideration Price (Rs.)

: 0

First Party

(Zero)

Second Party

: MEDICARE ENVIRONMENTAL MANAGEMENT PVT LTD : M V J MEDICAL COLLEGE AND RESEARCH HOSPITAL

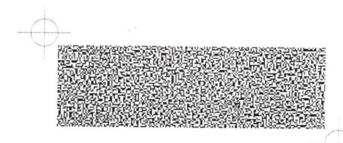
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# MEMORANDUM OF UNDERSTANDING

This Agreement is made and executed on this at Bangalore on this  $10^{\rm th}$  day of November, 2022:

## By and BETWEEN:

M/s Medicare Environmental Management Pvt. Ltd., (hereinafter referred to as Medicare) having its registered office at Level 11, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad - 500081,

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and having branch office at No. 25 - 30, 2<sup>nd</sup> Cross, Raghavendra Nagar, Hennur Ring Road, Kalyan Nagar (post), Bangalore - 560043, duly represented by - Authorized signatory .....FIRST PARTY

Name of Health Care Establishment (HCE):

M/s. M V J Medical College & Research Hospital

(Hereinafter referred to as OCCUPIER)

Full Address: 30th KM, Milestone, NH-75, Hosakote, Bengaluru.

Pin Code: 562114

Authorized representative of OCCUPIER: Dr. Dharani Mohan

Designation: CEO

GST: Applicable

Mob No. 9880233840 & 9448850802

E-mail Id: hospitaladmin@mvjmc.edu.in,ceo@mvjmc.edu.in, ms@mvjmc.edu.in

......OCCUPIER/Second Party

## NOW IN PURSUANCE THEREOF, AGREEMENT IS WITNESSETH AS FOLLOWS:

This agreement shall remain in force for a period of three years w.e.f.  $01^{st}$  day of July of the year 2022 to  $30^{th}$  day of June of the year 2025 (both days inclusive), and can be further renewed with mutual consent of both the parties.

### A. Responsibilities of the First Party:

- 1. First Party shall meet all the rules given in Bio-Medical Waste Management Rules 2016 and shall work in tandem with the Environmental Protection Act, 1986.
- 2. First Party with consent from Karnataka State Pollution Control Board is having a common treatment facility for managing bio-medical waste in Bangalore rural district at Dabaspet 40 Km on NH4. The facility is having a state of art Auto clave system along with the shredder and incinerator.
- 3. First Party shall collect the **segregated** bio-medical waste from the identified common waste collection point within the premises of OCCUPIER as per the provisions of BMW Management Rules-2016. First Party shall provide assistance to finalize the pick-up location to the OCCUPIER. The OCCUPIER shall be fully responsible for keeping the BMW under lock and key and protecting it from any sort of mishandling before it is handed over to any authorized person of Medicare.

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- 4. First Party shall provide the emanifest through mail for collecting the biomedical waste.
- 5. First Party shall schedule the timings for collecting the waste as per the route of the vehicle and inform the occupier to arrange for the transportation of Bio-Medical Waste from the common collection point accordingly.
- 6. "In case First Party fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the OCCUPIER shall inform First Party, on designated mail provided, who shall ensure to collect the BMW from the premises of the OCCUPIER within next 24 hours of intimation. (please refer E-mail id medicare.routenr@resustainability.com & Contact No. 6366962341
- 7. First Party shall transport the segregated waste in closed container vehicle to its treatment facility in enclosed bins.
- 8. On the written request of the OCCUPIER, "Medicare" shall undertake to provide/educate the OCCUPIER and its staff, at no extra cost, the initial training about the segregation/method of collection of BMW in designated color-coded plastic bags.
- 9. First Party shall not be held liable for any kind of the violation made by the OCCUPIER / or its staff under the Environment (Protection) Act 1986 or any similar regulations/norms.
- 10. First Party shall be responsible for appropriate treatment of disinfected waste at the centralized facility as per Schedule -1 of the BMW (M&H) Rules 2016 & amendments made there.
- 11. First Party, as required, shall also, as required, undertake testing of treated waste to ensure safety to the environment as per Rules.
- 12. First Party shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.
- 13. Inform the prescribed authority immediately regarding the occupiers which are not handing over the segregated bio-medical waste in accordance with these rules.
- 14. Provide training for all its workers involved in the handling of bio-medical waste at the time of induction and at least once a year thereafter;
- 15. Assist the occupier in training conducted by them for bio-medical waste management.
- 16. Undertake appropriate medical examination at the time of induction and at least once a year and immunize all its workers involved in the handling of biomedical waste for protection against diseases, including Hepatitis B and Tetanus, that are likely to be transmitted while handling bio-medical waste and maintain the records for the same.

17. Ensure occupational safety of all its workers involved in the handling of biomedical waste by providing appropriate and adequate personal protective equipment.

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- 18. Report major accidents including accidents caused by fire hazards, blasts during handling of bio-medical waste, and the remedial action is taken and the records relevant thereto, (including nil report) in form 1 to the prescribed authority and also along with the annual report.
- 19. Allow occupiers, who are giving waste for treatment to the operator, to see whether the treatment is carried out as per the rules.
- 20. All consumables related to Bio Medical Waste Management in the hospital (quality as specified provision of Bio Medical Waste Management Rules, 2016 and the guidelines) will be supplied by **First Party** at following rates:-.

Sl. No.	Particulars	Amount (In rupees)
1	Polythene Covers (20" X 24") Big size (Color Red, Yellow & Blue) 75 microns.	Rs. 5.00 per Cover (GST Extra)
2	Polythene Covers (14" X 19") Small size (Color Red, Yellow & Blue) 75 microns.	Rs. 4.00 per Cover (GST Extra)
3	Puncture Proof container, 5 Litre square containers with 2 litre diluted Sodium hypochlorite solution (2%)	Rs. 180 Per Can (GST Extra)
4	Bar code sticker L - 48 Size (48 Labels per sheet) for consumables	Rs. 20 Per Sheet (GST Extra)

21. To advise the client regarding any gap in the compliance so as to rectify it by HCF subsequently.

## B. Responsibilities of the Occupier

- 1. The OCCUPIER shall segregate the waste at the point of generation in accordance with the BMW (M&H) Rules 2016 and in compliance with the standards prescribed.
- 2. The OCCUPIER shall collect and hand over the segregated BMW in respective colour coded plastic bags as stipulated by the Karnataka State Pollution Control Board (KSPCB) norms and BMW Handling Rules-2016
- 3. All consumables like bags, needle cutters, disinfectants, etc. shall be procured by the OCCUPIER at their own cost.
- 4. "In case First Party fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the OCCUPIER shall inform First Party on designated mail provided, who shall ensure to collect the BMW from the premises of the OCCUPIER with in next 24 hours of intimation. Further, any issue regarding weight, wrong/ mismatch if any in daily manifest should also be informed to First Party designated person in writing or through mail within 24 hrs. So as to take necessary steps accordingly. Otherwise it will be treated as correct and verified."

E-mail id-medicare.routenr@resustainability.com

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Contact No. 6366962341

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- 5. All the bags shall be sealed tightly and labeled with respective colour coded QR code stickers before being lifted by common Bio-Medical waste facilities as per the rule by the OCCUPIER and First Party will collect the sealed bags only from a secured designated point within the premises of the OCCUPIER. All related duties on the part of OCCUPIER as prescribed in BMW Rules-2016 shall be complied with.
- 6. The OCCUPIER shall hand over the sharp waste in Puncture Proof Containers to First Party.
- The OCCUPIER shall establish a common secured waste collection point within its premises for collection and handing over to First Party.
- 8. The OCCUPIER shall designate a "Nodal Officer" within 10 days after entering into this agreement to interact with First Party and he/she will be coordinating all the affairs with respect to the clauses of this Agreement.
- 9. The OCCUPIER shall be solely responsible for the number of beds being declared to the First Party, which must be the same for which the authorization is obtained from the Karnataka State Pollution Control Board. The OCCUPIER shall inform First Party and KSPCB within 7 days about any change in the number of beds. First Party shall not be responsible for any under/over the declaration by OCCUPIER on this account.
- 10. Take all necessary steps to ensure that the bio-medical waste collected from the occupier is transported, handled, stored, treated, and disposed of, without any adverse effect on the human health and the environment, in accordance with these rules and guidelines issued by the Central Government or, as the case may be, the central pollution control board from time to time.
- 11. To allow First Party authorized representatives to visit the hospital/audit the bed strength with a motive to ensure necessary compliance of BMW Rule-2016.
- 12. Take prompt action to remove the gaps as identified during training/visit of First Party authorized representative in right of BMW Rule- 2016.

### Terms & Conditions

- First Party shall charge Rs.38000/-(Rupees Thirty Eight Thousand Only) per month exclusive of all applicable taxes amended from time to time (Up to 2000 kg's per month, if it exceeds Rs.40/-per kg will be charged extra) for the service of collection, transport, treatment & disposal of BMW.
- 2. The above rates shall be increased by 10% at the end of each financial year on the previous year's rates. Our rates are exclusive of the statutory taxes or the service tax as imposed in accordance with Central or State Govt. regulations applicable from time to time.
- 3. The no. of beds as well as the quantity of waste shall be reviewed annually. The agreement may be amended as when required.

4. This Agreement will supersede the existing agreement if any and the previous agreement will be invalid thereafter in that case.

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- 5. In case of termination of the agreement by virtue of applicability of Para 6 above, the security deposit/ advance paid by the OCCUPIER shall stand forfeited without impacting the original claim of the First Party.
- 6. All payments shall be made only through Razorpay link, NEFT/RTGS or crossed a/c payee cheque, favoring "Medicare Environmental Management Pvt. Ltd." only. No cash payment is acceptable, No claim of cash payment by the occupier to any of First Party employee or the person claiming to be a First Party employee shall be entertained by Medicare.
- 7. All bounced Cheques shall be charged @ Rs.500/- extra in addition to the actual bank charges.
- 8. All disputes are subject to Bangalore Jurisdiction only.

### **Termination Clause**

- 1. First Party would be at liberty to serve the notice / without any notice, of termination of agreement / immediate suspension of services to the OCCUPIER if the OCCUPIER fails to make the payment to First Party within a time frame of 45 days from the date on which they became so payable (i.e. from the date of the bill).
- 2. Both the parties would be at liberty to terminate this contract by serving a notice of 3 Months well in advance or alternately compensating the other party by an amount equal to the average of 3 months billing.

(Authorized Signatory - First Party

(Authorized Signatory OCCUPIER") Office, MVJ Medical College and

Research Hospital

Hoskote, Bangalore-562114