

Dated : 14/06/2021

To,
The Member Secretary
UP Pollution Control Board
Prayavaran Bhawan, 3rd Floor
B - Block, Vibhuti Khand
Gomti Nagar, Lucknow - 226010

Sub - Submission of Annual Report in Form - IV

Dear Sir,

Please find attached Annual Report of Bio Medical Waste generated of our Hospital in form - IV as specified Biomedical Waste Management Rules, 2016 for the period January 2020 to December 2020. Previous annual report for year 2020 has been submitted to you in format as specified in Form II of Biomedical Waste Management and handling Rules, 1998 in the month of January 2020.

We are also enclosing a copy of agreement with Bio Medical Waste Operator Medicare Environmental Management Pvt. Ltd and approval to generate, collect and store the Bio Medical Waste at JAYPEE Hospital (A unit of JAYPEE Healthcare Ltd.) Sector- 128, Noida for your kind perusal & acknowledgement.

Thanking you
Regards

Sushil Kumar Srivastava 14/06/2021

Dr. Sushil Kumar Srivastava
Hospital Operation
Jaypee Hospital (A Unit of Jaypee Healthcare Ltd.)



CC : Regional Officer, UPPCB, Gautam Buddh Nagar

Encl :-

- (1) Form IV
- (2) Details of BMW Collected by Medicare Environmental Management Pvt. Ltd.
- (3) Copy of Agreement of Medicare Environmental Management Pvt. Ltd.



Regd. & Corp. Office: Jaypee Healthcare Ltd., Wish Town, Sector - 128, Noida - 201304, Uttar Pradesh, India
Ph: +91 (120) 4122222, Fax: +91 (120) 4582899 CIN: U85191UP2012PLC053358

Email: askus@jaypeehealthcare.com, Website: www.jaypeehealthcare .com



Emergency 1800 102 2 102



Helpline 1800 102 2 102

Form - IV
(See rule 13)
ANNUAL REPORT

[To be submitted to the prescribed authority on or before 30th June every year for the period from January to December of the preceeding year, by the occupier of health care facility (HCF) or common bio-medical waste treatment facility (CBWTF)]

Sl. No.	Particulars		
1	Particulars of the Occupier	:	
	(i) Name of the authorized person (occupier or operator of facility)	:	JAYPEE HOSPITAL (A unit of Jaypee Healthcare Ltd)
	(ii) Name of HCF or CBMWTF	:	as an Above
	(iii) Address for Correspondence	:	Sector-12B, Noida - 201304 UP, India
	(iv) Address of Facility	:	as an Above
	(v) Tel. No. Fax. No	:	0120-4122222, Fax - 0120-4582899
	(vi) E-mail ID	:	Sushil.Srivastava@jalindia.co.in
	(vii) URL of Website	:	www.JaypeeHealthcare.com
	(viii) GPS coordinates of HCF or CBMWTF	:	Yes
	(ix) Ownership of HCF or CBMWTF	:	(state Government or Private or Semi Govt. or any other)
	(x) Status of Authorisation under the Bio-Medical Waste (Management and Handling) Rules	:	Authorisation No. N-19/BMW order/13/2020 (111) date valid up to 5 years 22/11/2020
	(xi) Status of Consents under Water Act and Air Act	:	Valid up to : Water Act - 31-12-2021 Air Act - 31-12-2021
2	Type of Health Care Facility:	:	
	(i) Bedded Hospital	:	No. of Beds 504
	(ii) Non-Bedded Hospital (Clinic or Blood bank or Clinical Laboratory or Research Institute or Veterinary Hospital or any other)	:	N/A
	(iii) License number and its date of expiry	:	H46T18/G-1/BMW/N-19/2020
3	Details of CBMWTF :	:	
	(i) Number healthcare facilities covered by CBMWTF	:	N/A
	(ii) No of beds covered by CBMWTF :	:	504
	(iii) Installed treatment and disposal capacity of CBMWTF:	:	N/A kg per day
	(iv) Quantity of biomedical waste treated or disposed by CBMWTF	:	_____ kg per day


4	Quantity of waste generated or disposed in kg per annum (on monthly average basis)	Yellow Category : 3090.046 kg Red Category : 4280.053 kg White : 173.293 kg Blue Category : 449.075 kg General Solid waste : 12629.83 kg Yellow Cytotoxic : 35.797 kg																																																				
5	Details of the Storage, treatment, transportation, processing and Disposal facility																																																					
	(i) Details of the on-site storage facility	Size : 16.8 X 15.4 X 12 Sq/Ft Capacity : 1200 kg Provision of on-site storage : (cold storage or any other provision)																																																				
	Disposal facilities	<table border="1"> <thead> <tr> <th>Type of Treatment equipment</th> <th>No. of unit</th> <th>Capacity kg/day</th> <th>Quantity treated or disposed in kg per annum</th> </tr> </thead> <tbody> <tr> <td>Incinerators</td> <td>outsourced</td> <td></td> <td></td> </tr> <tr> <td>Plasma Pyrolysis</td> <td>N/A</td> <td></td> <td></td> </tr> <tr> <td>Autoclaves</td> <td>1</td> <td>14.37</td> <td>5258.083</td> </tr> <tr> <td>Microwave</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hydroclave</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Shredder</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Needle tip cutter or destroyer</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Sharps</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Encapsulation or concrete pit</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Deep Burial</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Chemical disinfection</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Any other treatment equipment :</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type of Treatment equipment	No. of unit	Capacity kg/day	Quantity treated or disposed in kg per annum	Incinerators	outsourced			Plasma Pyrolysis	N/A			Autoclaves	1	14.37	5258.083	Microwave				Hydroclave				Shredder				Needle tip cutter or destroyer				Sharps				Encapsulation or concrete pit				Deep Burial				Chemical disinfection				Any other treatment equipment :			
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	(iii) Quantity of recyclable wastes sold to authorized recyclers after treatment in kg per annum	Red Category (Like plastic, glass etc.) Not done																																																				
	(iv) No. of vehicles used for collection and transportation of biomedical waste	outsourced as MoU with Medicare Environment Management Pvt Ltd																																																				
	(v) Details of incineration ash and ETP sludge generated and disposed during the treatment of wastes in Kg per annum	<table border="1"> <thead> <tr> <th></th> <th>Quantity Generated</th> <th>Where Disposed</th> </tr> </thead> <tbody> <tr> <td>Incineration</td> <td></td> <td></td> </tr> <tr> <td>Ash</td> <td></td> <td></td> </tr> <tr> <td>ETP Sludge</td> <td>18 kg</td> <td></td> </tr> </tbody> </table>					Quantity Generated	Where Disposed	Incineration			Ash			ETP Sludge	18 kg																																						
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	(vi) Name of the Common Bio-Medical Waste Treatment facility Operator through which wastes are disposed of	Medicare Environmental Management Pvt Ltd
	(vii) List of member HCF not handed over bio-medical waste.	N/A
6	Do you have bio-medical waste management committee? If yes, attach minutes of the meetings held during the reporting period	Yes, Attached
7	Details trainings conducted on BMW	
	(i) Number of trainings conducted on BMW Management	96
	(ii) number of personnel trained	937
	(iii) number of personnel trained at the time of induction	291
	(iv) number of personnel not undergone any training so far	None
	(v) whether standard manual for training is available?	Yes
	(vi) any other information	No
8	Details of the accident occurred during the year	
	(i) Number of Accidents occurred	None
	(ii) Number of the persons affected	None
	(iii) Remedial Action taken (Please attach details if any)	N/A
	(iv) Any Fatality occurred, details	No
9	Are you meeting the standards of air Pollution from the incinerators? How many times in last year could not meet the standards?	N/A
	Details of Continuous online emission monitoring systems installed	N/A
10	Liquid waste generated and treatment methods in place. How many times you have not met the standards in a year?	Liquid waste is collected in a separate collection system leading to Effluent Treatment Plant (ETP)
11	Is the disinfection method or sterilization meeting the log 4 standards? How many times you have not met standards in a year?	Yes Non during Jan 2020 to Dec 2020
12	Any other relevant information	(Air pollution Control Devices attached with the Incinerator)

Certified that the above report is for the period from


From January 2020 to December 2020

Date: 14/6/2021
Place: NoIDA

For 
Name and Signature of the Head of the Institution


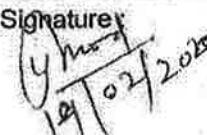

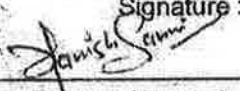


Details of BMW Collected by Medicare Environmental Management Pvt Ltd. For the year 2020

Month	Yellow (Kg)	Yellow Cytotoxic (Kg)	Blue (Kg)	PPC (Kg)	Red (Kg)	Total Weight (Kg)
Jan	4246.19	38.23	739.25	226.46	5357.31	10607.44
Feb	3670.19	39.31	693.47	215.8	6491.55	11110.32
Mar	3465.64	49.33	648.67	236.51	5569.17	9969.32
Apr	1489.4	15.83	314.69	80.1	2914.48	4814.5
May	2330.49	40.71	247.96	88.14	3558.53	6265.83
Jun	3439.38	32.17	302.79	155.15	3527.89	7457.38
Jul	3966.11	37.63	339.79	174.46	3645.31	8163.3
Aug	3156.52	33.93	367.05	159	4288.13	8004.63
Sep	2763.77	24.54	373.65	201.53	3806.16	7169.65
Oct	2975.25	27.87	442.18	192.88	4096.55	7734.73
Nov	2804.3	37.33	444.99	177.74	3911.49	7375.85
Dec	2773.31	52.68	474.41	171.74	4194.06	7666.2
Total	37080.55	429.56	5388.9	2079.51	51360.63	96339.15
Mode of Treatment						
Any other Information						
Certified that the above report is for the period from Jan-20 to Dec-20						
Date:						

MANIFEST FOR HAZARDOUS AND OTHER WASTE

S.No.: 36812

1 Occupier's Name & Mailing Address (including Phone No. and email)			
2 Sender's Authorization No.			
3 Manifest Document No.	Challan No. 5184 Dt-19-2-20		
4 Transporter's Name & Address (including Phone No. and email)	BOWML		
5 Type of Vehicle	(Truck / Tanker / Special Vehicle)		
6 Transporter's Registration	Party own vehicle		
7 Vehicle Registration No.	DLILAC4423		
8 Receiver's Name & Mailing Address (including Phone No. and email)	(I) BHARAT OIL COMPANY (I) R E-18, Site-IV, Sahibabad Industrial Area Ghaziabad, UP-201010 Tel.:0120-4167 e-mail:sales@bharatoil.com (II) BHARAT OIL & WASTE MANAGEMENT LTD. Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee - 247664 UK, Tel. :08874207664 e-mail:sales@bharatoil.com (III) BHARAT OIL & WASTE MANAGEMENT LTD. Plot # 672, Sikandra Road, NH-2, Kumbhi Village, Tehsil Akbarpur, Kanpur Dehat, UP, Tel : 0512-2285296 e-mail:sales@bharatoil.com		
9 Receiver's Authorization No.	(I) 1486/UPPCB/Ghaziabad(UPPCBRO)/HWM/GHAZIABAD/2018 Valid upto: 03/05/2023		
(II) UEPPCB/HO/Con-B-84/2018/548 Valid upto: 31/03/2023	(III) 1403/UPPCB/KanpurDehat(UPPCBRO)/HWM/KANPUR DEHAT/2018 Valid upto:30/04/2023		
10 Waste Description	ETP Sludge / used oil / Tube light		
11 Total Quantity No. of Containers	10 kg / 70 Ltr / 22 kg Nos.		
12 Physical Form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13 Special Handling Instructions & Additional Information	Do not throw Drums from truck. In case of leakage/seepage, use Washing soap at point of leak to stop its leakage.		
14 SENDER'S CERTIFICATE	I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are categorised packed, marked, and labeled, and are in all respects in proper condition for transport by road according to applicable national government regulations.		
Typed Name & Stamp:  Signature: 	Month	Day	Year
	02	19	2020
15 Transporter Acknowledgement of Receipt of Waste	Month	Day	Year
Typed Name & Stamp:  Signature: 	02	19	2020
16 Receiver's Certificate for Receipt of Hazardous and other Waste	Month	Day	Year
Typed Name & Stamp: Signature:			

MANIFEST FOR HAZARDOUS AND OTHER WASTE

S.No.: 40271

1 Occupier's Name & Mailing Address (including Phone No. and email)									
2 Sender's Authorization No.									
3 Manifest Document No. <i>Challan No</i>	<i>5191</i>	<i>Date 3/09/2020</i>							
4 Transporter's Name & Address (including Phone No. and email)									
5 Type of Vehicle	<i>RDWML</i> (Truck / Tanker / Special Vehicle)								
6 Transporter's Registration									
7 Vehicle Registration No.	<i>UP14PT6943</i>								
8 Receiver's Name & Mailing Address (including Phone No. and email)	(I) BHARAT OIL COMPANY (I) REGD. E-18, Site-IV, Sahibabad Industrial Area, Ghaziabad, UP-201010 Tel.: 0120-4167924, e-mail:sales@bharatoil.com (II) BHARAT OIL & WASTE MANAGEMENT LTD. Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee - 247664 UK, Tel. :08874207664 e-mail:sales@bharatoil.com (III) BHARAT OIL & WASTE MANAGEMENT LTD. Plot # 672, Sikandra Road, NH-2, Kumbhl Village, Tehsil Akbarpur, Kanpur Dehat, UP, Tel : 0512-2285296 e-mail:sales@bharatoil.com								
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10 Waste Description	<i>Used oil / ETP Sludge 8 kg</i> <i>20 LTR</i>								
11 Total Quantity No. of Containers	<i>20 LTR + 8 kg</i> m ³ or MT <i>01 Can + 01 Bag</i> Nos.								
12 Physical Form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)								
13 Special Handling Instructions & Additional Information	Do not throw Drums from truck. In case of leakage/seepage, use Washing soap at point of leak to stop its leakage.								
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Typed Name & Stamp <i>PRAMOD K</i> 	Signature :	<table border="1"> <tr> <th>Month</th> <th>Day</th> <th>Year</th> </tr> <tr> <td>09</td> <td>03</td> <td>2020</td> </tr> </table>		Month	Day	Year	09	03	2020
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उत्तर प्रदेश UTTAR PRADESH

FM 795206

AMENDMENT AGREEMENT

This amendment (hereinafter referred to as "Amendment Agreement No. 2") is made at Noida on 1st day of October 2020 (hereinafter referred to as "Effective Date") by and between:

JAYPEE HEALTHCARE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Sector-128, Noida - 201304, Uttar Pradesh, (hereinafter referred to as "JHCL") and **MEDICARE ENVIRONMENTAL MANAGEMENT PRIVATE LIMITED** (formerly known as *SembRamky Environmental Management Pvt Ltd*), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at -3-1089/G/10&11, 1st Floor, Gulmohar Avenue, Raj Bhavan Road, Somajiguda, Hyderabad - 500082 Telangana (hereinafter referred to as "MEMPL").

JHCL and MEMPL are hereinafter individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:

- i. Parties have initially entered into the **Original Agreement** dated 1st day of March, 2019 (hereinafter referred to as "**Original Agreement**") whereby MEMPL to provide the biomedical waste management services for collection and disposal as aforesaid on a non-exclusive basis for JHCL.
- ii. Subsequently Parties also entered into an Amendment dated 1st day of June 2020 (hereinafter referred to as "**Amendment No. 1**")
- iii. The Parties further wish to amend the **Original Agreement** to give effect to their intentions by executing this **Amendment No. 2** upon the terms set out herein.



NOW THIS AMENDMENT NO. 2 WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Clause 4 (Payment Terms) of the Original Agreement (read along with Amendment No.1) shall be replaced/substituted with the following :

"4. PAYMENT TERMS:

- 4.1 In consideration of the services to be provided hereunder for initial one year commencing from the Effective Date i.e. 01.03.2019 to 29.02.2020, JHCL shall pay to MEMPL a fixed amount of Rs. 23,000/- (Rupees Twenty Three Thousand) plus applicable taxes monthly for BMW generated up to 250 (Two Hundred Fifty) kilograms per day. In case the total weight of BMW generated on any particular day exceeds 250 (Two hundred Fifty) kilograms, MEMPL shall be entitled to receive Rs. 25/- (Rupees Twenty Five) for each additional kilogram.
- 4.2 In consideration of the services to be provided hereunder commencing from 01.03.2020 to 30.09.2020, JHCL shall pay to MEMPL a fixed amount of Rs. 75,600/- (Rupees Seventy Five Thousand Six Hundred Only) plus applicable taxes monthly for BMW generated up to 126 (One Twenty Six) kilograms per day. In case the total weight of BMW generated on any particular day exceeds 126 (One Twenty Six) kilograms, MEMPL shall be entitled to receive Rs. 18/- (Rupees Eighteen) for each additional kilogram.
- 4.3 In consideration of the services to be provided hereunder commencing from 01.10.2020 to 28.02.2022, JHCL shall pay to MEMPL a fixed amount of Rs. 50,000/- (Rupees Fifty Thousand Only) monthly, inclusive of all applicable taxes (if any) for BMW generated up to 3780 (Three Thousand Seven Hundred and Eighty) kilograms per month. In case the total weight of BMW generated in any particular month exceeds 3780 (Three Thousand Seven Hundred and Eighty) kilograms, MEMPL shall be entitled to receive Rs. 13.25/- (Rupees Thirteen and twenty five paise only) for each additional kilogram. This monthly fixed amount is inclusive of COVID-19 bio-medical waste and no extra charges shall be payable on the same.
- 4.4 MEMPL shall raise invoice for the preceding month on or before 15th day of the current month and the same shall be paid by JHCL to MEMPL within 30 (thirty) days of the receipt of invoice. In the event of any discrepancies or errors in the invoices submitted by the MEMPL, the payment period shall be calculated from the date of receipt of the revised and corrected invoice, to the satisfaction of JHCL.
- 4.5 All payments shall be made in INR in favor of MEMPL through acceptable payment mode, after deduction of TDS and other statutory dues at the rates applicable from time to time."
2. Except to the extent specified in this Amendment No. 2; all other provisions, terms and conditions of the Original Agreement (read along with Amendment No.1) shall apply and be enforceable and nothing contained herein shall change or alter in any manner whatsoever the validity, enforceability and interpretation of the terms and conditions set out in the Original Agreement (read along with Amendment No.1). In the event the provisions, terms and conditions set out in this Amendment No. 2 are contradictory to or conflicting with the terms and conditions set out in the Original Agreement (read along with Amendment No.1),



the terms and conditions set out in this Amendment No. 2 with respect to addition of a
Clauses 4 shall supersede and shall be enforceable.

3. This Amendment No. 2 along with the Original Agreement (read along with Amendment No.1) shall constitute the entire agreement between the Parties with respect to the subject matter hereof and no other term/promise/condition/obligation etc. whether oral or in writing, shall be pleaded as agreed upon between the Parties relating to this Amendment No. 2 or the Original Agreement.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2 upon the agreed terms set out herein on the day, month and year specified hereinabove.

For Jaypee Healthcare Limited

Name:

Designation:



For Medicare Environmental Management Private Limited

Name:

Designation:



WITNESSES:

1.

2.

WITNESSES:

1.

2.

Covid/2020/07



उत्तर प्रदेश UTTAR PRADESH

FM 058948

AMENDMENT AGREEMENT No. 1

This amendment (hereinafter referred to as "Amendment Agreement No. 1") is made at Noida on this 1st day of June, 2020 (hereinafter referred to as "Effective Date")

BY AND BETWEEN

JAYPEE HEALTHCARE LIMITED, - a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Sector-128, Noida - 201304, Uttar Pradesh, (hereinafter referred to as "JHCL")

AND

MEDICARE ENVIRONMENTAL MANAGEMENT PRIVATE LIMITED (formerly known as *SembRamky Environmental Management Pvt Ltd*), a company duly incorporated and existing under the provisions of the Companies Act, 1956, having its registered office at 6-3-1089/G/10&11, 1st Floor, Gulmohar Avenue, Raj Bhavan Road, Somajiguda, Hyderabad - 500082 Telangana (hereinafter referred to as "MEMPL").

JHCL and MEMPL are hereinafter individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:

- i. Parties have initially entered into the **Original Agreement** dated 1st day of March, 2019 (hereinafter referred to as "**Original Agreement**") whereby MEMPL agreed to provide the biomedical waste management services for collection and disposal on a non-exclusive basis for JHCL.
- ii. The Parties further wish to amend the **Original Agreement** to give effect to their intentions by executing this **Amendment Agreement No. 1** upon the terms set out herein.



NOW THIS AMENDMENT AGREEMENT NO. 1 WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Following **Clause 2.4A** shall be inserted after Sub-Clause 2.4 of Clause 2 of the Original Agreement and shall be deemed to be in effect from the Effective Date i.e. 1st day of June'2020.

"Clause 2.4A MEMPL shall also be solely responsible for collecting and lifting COVID-19 waste from the collection area of COVID-19 waste at Jaypee Hospital on daily basis i.e. 365 days in a year between 09:30 a.m. to 5:30 p.m. under the instruction of authorized representative of JHCL/housekeeping in-charge without any fail. MEMPL shall ensure that all obligations including statutory compliances with respect to handling, transportation and treatment of COVID-19 waste are duly complied."

2. Following **Clause 4.2A** shall be inserted after Sub-Clause 4.2 of Clause 4 of the Original Agreement and shall be deemed to be in effect from the Effective Date i.e. 1st day of June'2020.

"Clause 4.2A In consideration of lifting COVID-19 waste from the premises of Jaypee Hospital, JHCL shall pay to MEMPL Rs. 1000/- (Rupees One Thousand Only) plus applicable taxes per trip which shall include cost of vehicle, diesel, manpower (Driver & Picker), PPE Kit along with any other cost incurred for collection and transportation of waste. JHCL shall also pay to MEMPL Rs. 30/- (Rupees Thirty Only) plus applicable taxes per kg of COVID-19 waste collected from the premises of Jaypee Hospital."

3. Except to the extent specified in this Amendment Agreement No.1; all other provisions, terms and conditions of the Original Agreement shall apply and be enforceable and nothing contained herein shall change or alter in any manner whatsoever the validity, enforceability and interpretation of the terms and conditions set out in the Original Agreement. In the event the provisions, terms and conditions set out in this Amendment Agreement No. 1 are contradictory to or conflicting with the terms and conditions set out in the Original Agreement, the terms and conditions set out in this Amendment Agreement No. 1 with respect to addition of Clause 2.4A and Clause 4.2A shall supersede and shall be enforceable.
4. This Amendment Agreement No. 1 along with the Original Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and no other term/promise/condition/obligation etc. whether oral or in writing, shall be pleaded as agreed upon between the Parties relating to this Amendment Agreement No. 1 or the Original Agreement.

(Intentionally left blank)



IN WITNESS WHEREOF the parties have executed this Amendment No. 1 upon the agreed terms set out herein on the day, month and year specified hereinabove.

For JAYPEE HEALTHCARE LIMITED

Name:

Designation:



ABHAY DUTT SHARMA
GENERAL MANAGER - FINANCE

For MEDICARE ENVIRONMENTAL MANAGEMENT PRIVATE LIMITED

Name:

Designation:



Sanjay Prakash Garg
Unit Head

WITNESSES:

1.

2.

WITNESSES:

1.

2.



उत्तर प्रदेश UTTAR PRADESH

ER 267230

AGREEMENT

This agreement (hereinafter referred to as "Agreement") is made at Noida on this 1st day of March, 2019 (hereinafter referred to as "Effective Date").

BY AND BETWEEN

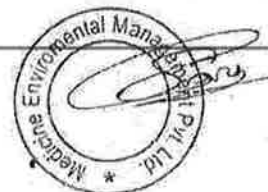
JAYPEE HEALTHCARE LIMITED, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956, having its registered office at Sector-128, Noida - 201304, Uttar Pradesh, (hereinafter referred to as "JHCL", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART.**

AND

MEDICARE ENVIRONMENTAL MANAGEMENT PRIVATE LIMITED (formerly known as SymbRamky Environmental Management Pvt Ltd), a company duly incorporated and existing under the provisions of the Companies Act, 1956, having its registered office at 6-3-1089/G/10&11, 1st Floor, Gulmohar Avenue, Raj Bhavan Road, Somajiguda, Hyderabad - 500082 Telangana (hereinafter referred to as "MEMPL", which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART.**

JHCL and MEMPL shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

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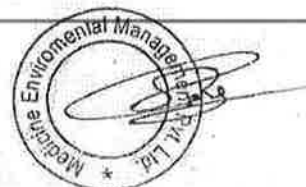
WHEREAS:

- A. JHCL owns and operates a world-class super specialty hospital at Sector 128, Noida, Uttar Pradesh- 201 304 under the brand name "Jaypee Hospital" (hereinafter "**Jaypee Hospital**"), currently having 504 (Five Hundred and Four) operational beds.
- B. MEMPL has setup a biomedical waste treatment facility at C-21, Phase-1, Masuri, Gulowthi Road, UPSIDC Indl.Area, Ghaziabad (UP)-201015 and has been duly authorized by UP Pollution Control Board under Rule 8(2) of Biomedical Waste (Management & Handling) Rules, 1998 and as amended in 2018 and any subsequent amendments for operating the said facility for collection, reception, transportation, treatment and disposal of biomedical wastes generated (hereinafter referred to as "**BMW**") by health care establishments like hospitals, nursing homes, blood banks, clinics, diagnostic centers and pathologies etc.
- C. JHCL in compliance with the Biomedical Waste (Management & Handling) Rules, 1998 as amended in 2018 and any subsequent amendments thereof is desirous of availing the services of the MEMPL for collection, treatment and disposal of BMW generated at Jaypee Hospital.
- D. On the representations made by MEMPL, JHCL hereby appoints MEMPL to provide the biomedical waste management services for collection and disposal as aforesaid on a non-exclusive basis for JHCL. MEMPL hereby accepts the said appointment and agrees to provide the requisite services to JHCL in accordance with the terms and conditions of this Agreement.

THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTERPRETATIONS:

- 1.1 The descriptive headings of the clauses are inserted solely for convenience of reference and not intended to be complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.
- 1.2 Words denoting persons shall include bodies, corporate, unincorporated associations and partnerships.
- 1.3 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- 1.4 References to the word "include" or "including" shall be construed without limitation.
- 1.5 The schedules and annexure to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.



1.6 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.7 The terms "hereof", "herein", "hereto" and derivative or similar words refer to this entire Agreement.

2. OBLIGATIONS OF MEMPL:

2.1 MEMPL shall comply with all the rules and regulations stipulated by the U.P Pollution Control Board (UPPCB) and other authorities for collection, treatment, handling, management and disposal of BMW or for violation of any of the rules and regulations, laws, bye-laws etc. established for this purpose.

2.2 MEMPL has and shall obtain and maintain all the approvals, permissions, licenses, authorizations, certificates etc. required to be obtained from UPPCB and other authorities for collection, handling, treatment, transportation, management and disposal of BMW at C-21, Phase-1, Masuri, Gulowthi Road, UPSIDC Indl.Area, Ghaziabad (UP)-201015.

2.3 MEMPL shall be solely liable for any violation of any provisions of the Environment (Protection) Act, 1986, and the relevant rules made there under including Biomedical Waste (Management & Handling) Rules, 1998 as amended in 2018 and any subsequent amendments thereof and other applicable laws, after collection of BMW from the JHCL unit as per the terms and conditions of this Agreement.

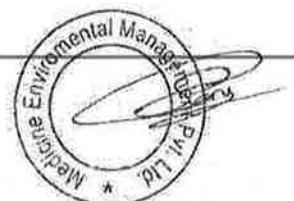
2.4 MEMPL shall be solely responsible for collecting and lifting BMW from lower basement (collection area of BMW) at Jaypee Hospital (hereinafter referred to as "Site"), on daily basis i.e. 365 days in a year between 09:30 a.m. to 5:30 p.m. under the instruction of authorized representative of JHCL/housekeeping in-charge without any fail except national holidays or non permission to ply the vehicles due to bandh/ strike or any other administrative reasons thereof.

2.5 In case of non-collection for any reasons, whatsoever, JHCL reserves the right to make the alternative arrangement for disposing the waste out of the premises and the cost incurred for the same shall be deducted from MEMPL account.

2.6 In case MEMPL fails to collect the BMW within 48 (forty eight) hours of the designated time due to any reason then JHCL shall inform MEMPL who will ensure to strictly collect BMW within the next 2-3 hours otherwise penalty at the rate of 0.50% on monthly charge per day of non collection may be imposed up to maximum of 10% on monthly charge. MEMPL shall be solely liable for the consequences, if any, in this regard.



- 2.7 MEMPL shall maintain a register for such complaints and allot complaint number to JHCL. MEMPL shall bear all liabilities and penalties imposed by UPPCB or other authority, if any on account of its failure to collect BMW from JHCL at all times.
- 2.8 MEMPL promises to attend to all such complaints, and to take appropriate steps to rectify the same within shortest possible time.
- 2.9 MEMPL shall collect the segregated BMW from the Site.
- 2.10 MEMPL shall provide assistance to finalize the pick-up location at Jaypee Hospital.
- 2.11 MEMPL shall ensure that all the BMW collected shall be weighed and recorded in consultation with designated representatives of both the Parties in the format duly approved by JHCL in writing and in accordance with applicable laws.
- 2.12 MEMPL shall transport the segregated waste in closed container vehicle to its treatment plant.
- 2.13 In case JHCL desires that initial training about segregation of BMW in color coded plastic bags and method of collection of BMW is required, then the same shall be provided by MEMPL, at no extra cost.
- 2.14 MEMPL undertakes to keep high standard of pollution control and shall update its equipment/facility as and when required.
- 2.15 MEMPL shall be responsible for appropriate treatment and shredding of disinfected waste at their relevant treatment plant as stated in the Biomedical Waste (Management & Handling) Rules, 1998 as amended in 2018 and any subsequent amendments thereof.
- 2.16 MEMPL shall also undertake testing of treated waste to ensure safety to the environment.
- 2.17 MEMPL shall ensure that its representative visiting the site for collection and disposal of BMW shall be well groomed, properly uniformed and well behaved.
- 2.18 MEMPL shall be solely responsible for its designated representative employed for rendering the services hereunder and shall be the employees of MEMPL for all purposes. MEMPL shall be solely liable and responsible for timely payments of all dues to such designated representative, including but not limited to their salaries, wages etc. All matters relating to the employment, engagement and deployment of such designated representative at the Site including all statutory compliances shall be the sole responsibility of MEMPL.
- 2.19 MEMPL shall be responsible for the disposal of treated waste into secured landfills/ municipal landfill or in recycling plants as applicable under the applicable laws, rules and



notifications in this regard including but not limited to Biomedical Waste (Management & Handling) Rules and rules framed there under.

3. OBLIGATIONS OF JHCL:

- 3.1 JHCL shall segregate the waste at the point of generation in accordance with the Biomedical Waste (Management & Handling) Rules, 1998 and as amended in 2018 and any subsequent amendments thereof and in compliance with the standards prescribed there under.
- 3.2 JHCL shall collect the segregated BMW in color coded plastic bags as stipulated by UPPCB norms.
- 3.3 JHCL shall procure consumables like plastic bags etc at its own cost.
- 3.4 JHCL shall use non chlorinated plastic bags for collecting solid materials, placenta, amputated body parts etc. that are required to be incinerated.
- 3.5 JHCL shall seal all the bags tightly and MEMPL will collect the sealed bags from a secured designated point in the premises of JHCL.
- 3.6 JHCL shall hand over sharps after disinfection and mutilation to MEMPL.
- 3.7 JHCL shall maintain all the relevant records and make reports of the accident, if any, as prescribed under the rules.
- 3.8 JHCL shall designate a "Nodal Officer" to interact with the MEMPL.
- 3.9 JHCL shall reserve the right to inspect sites and wastes collected by the MEMPL and further provide suggestions to MEMPL for improvement under the applicable laws, rules, and notifications in this regard including but not limited to Biomedical Waste (Management & Handling) Rules and rules framed there under.
- 3.10 JHCL shall obtain required authorization from the UPPCB, under Biomedical Waste (Management & Handling) Rules, 1998 as amended in 2018 and any subsequent amendments thereof.

4. PAYMENT TERMS:

- 4.1 In consideration of the services to be provided hereunder for initial one year commencing from the Effective Date i.e. 01-03-2019 to 29-02-2020, JHCL shall pay to MEMPL a fixed amount of Rs. 23,000/- (Rupees Twenty Three Thousand) plus applicable taxes monthly for BMW generated up to 250 (Two Hundred Fifty) kilograms per day. In case the total weight of BMW generated on any particular day exceeds 250 (Two hundred Fifty) kilograms, MEMPL shall be entitled to receive Rs. 25/- (Rupees Twenty Five) for each additional kilogram.



4.2 In consideration of the services to be provided hereunder for the remaining two years commencing from ~~01.03.2020 to 28.02.2022~~, JHCL shall pay to MEMPL a fixed amount of Rs. 75,600/- (Rupees Seventy Five Thousand Six Hundred Only) plus applicable taxes monthly for BMW generated up to 126 (One Twenty Six) kilograms per day. In case the total weight of BMW generated on any particular day exceeds 126 (One Twenty Six) kilograms, MEMPL shall be entitled to receive Rs. 18/- (Rupees Eighteen) for each additional kilogram.

4.3 MEMPL shall raise invoice for the preceding month on or before 15th day of the current month and the same shall be paid by JHCL to MEMPL within 30 (thirty) days of the receipt of invoice. In the event of any discrepancies or errors in the invoices submitted by the MEMPL, the payment period shall be calculated from the date of receipt of the revised and corrected invoice, to the satisfaction of JHCL.

4.4 All payments shall be made in INR in favor of MEMPL in the form of account payee cheque after deduction of TDS and other statutory dues at the rates applicable from time to time.

5. **TERM:**

This Agreement shall remain in force for a period of 3 (three) years from the Effective Date. The Parties may further extend the term of this Agreement for such duration and on such terms, as the Parties may mutually agree in writing.

6. **INDEMNITY:**

MEMPL agrees and undertakes to indemnify and hold harmless and fully compensate JHCL and its holding, subsidiaries and their respective directors, officers, employees, representatives and agents (hereinafter referred to as "Indemnified") from and against any cost, loss, damage, claim, charge, suit (including attorney fee), proceedings and any other liability to which it may be subjected as a result of breach/ non-compliance of any terms hereof by MEMPL or any representation made hereunder or due to any fault, fraud, negligence, act or omissions of MEMPL or non observance or non compliance by MEMPL of any applicable laws, bye-laws, rules and regulations etc. governing the collection, handling outside the Site, treatment, transportation, and disposal of BMW.

7. **SUSPENSION:**

MEMPL shall on the written order of JHCL, suspend the progress of the services or any part thereof for such time or times and in such manner as JHCL may consider necessary. MEMPL shall not be entitled to receipt of any payment by JHCL for services or any part thereof during suspension.



8. TERMINATION AND EFFECT OF TERMINATION:

- 8.1 Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any cause.
- 8.2 JHCL shall be entitled to forthwith terminate this Agreement by a notice in writing to MEMPL upon the occurrence of any of the following events:
- (a) Insolvency of MEMPL.
 - (b) MEMPL ceasing to exist.
 - (c) MEMPL being declared bankrupt in liquidation, whether compulsory or voluntarily.
 - (d) Any change in the ownership or control of MEMPL.
 - (e) Any breach by MEMPL of any obligations or compliance under this Agreement.
 - (f) If in the opinion of JHCL, the appointment or continuance of MEMPL under this Agreement is likely to result in loss of goodwill or reputation of JHCL or any of its directors or officers.
 - (g) Failure to conform to or breach by MEMPL of any applicable laws, bye-laws, rules and regulations etc. governing the collection handling, management, transportation, treatment and disposal of BMW.
 - (h) If authorizations, permissions etc. of the MEMPL as required under applicable laws has expired or has been revoked by the concerned authority for any reason whatsoever.
 - (i) Any act or omission by MEMPL or any of its personnel which in the reasonable opinion of JHCL has the effect of causing any adverse effect to the goodwill or reputation of JHCL.

However, in case of sub-clauses (e) & (g) the termination shall take effect after a lapse of 30 (thirty) days from the date of notice to terminate, and if the cause or event of termination has not been extinguished by such date by MEMPL to the satisfaction of JHCL.

- 8.3 In the event of termination, JHCL shall pay MEMPL as full and final settlement all undisputed amounts due and not previously paid to MEMPL, for services rendered in accordance with the terms of the Agreement.

- 8.4 Each Party shall abide by and uphold all rights and obligations accrued or existing as on the date of termination or notice of termination.

9. FORCE MAJEURE:

- 9.1 In the event of either Party being rendered unable by force majeure (hereinafter referred to as "Force Majeure") to perform any obligation required to be performed by it under this Agreement, the relative obligation of the Party affected by such Force Majeure shall, upon notification to the other Party, be suspended for the period during which the effect of the Force



Majeure event lasts. Subject to the above provision, the cost and loss sustained by any Party shall be borne by the respective Party itself.

9.2 Upon occurrence of any Force Majeure event as contained in Clause 9.4 hereinafter, the Party alleging that it has been rendered unable, shall notify the other Party in writing immediately but not later than 72 (seventy two) hours of the beginning of the Force Majeure event giving full particulars of the Force Majeure event and satisfactory evidence in support thereof. The said Party shall also inform the other Party immediately after the end of such Force Majeure event.

9.3 Time for performance of the relative obligation suspended by Force Majeure shall be extended to the extent the effect of such occurrence affects the overall completion of the services. If, however, the effect of Force Majeure lasts for a continuous period of 3 (three) months or more and prevents either Party from fulfilling its obligations under the Agreement the Parties shall meet and mutually decide on the further course of action.

9.4 The Force Majeure events shall mean but shall not be limited to:

- 9.4.1 Acts of God, act of terrorism, war, hostilities (whether war be declared or not), invasion, act of foreign enemies; or
- 9.4.2 Rebellion, revolution, insurrection or military or usurped power or civil war; or
- 9.4.3 Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, biological or chemical contamination; or
- 9.4.4 Riot or disorder.

10. RELATIONSHIP:

This Agreement is on a principal to principal basis between the Parties. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties. Neither Party is the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement. There shall not exist any employer-employee relationship between JHCL and MEMPL's personnel and MEMPL's personnel shall not be treated as the employees of JHCL for any purpose whatsoever.

11. DISPUTE RESOLUTION AND GOVERNING LAW:

11.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference, or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably.



11.2 If the Dispute is not resolved amicably, it shall be decided by reference to arbitration by a sole arbitrator to be appointed by the Parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 and amendments thereto.

11.3 The arbitrators shall give a reasoned award. The award rendered in writing shall be final and binding on both the Parties.

11.4 The fee and other expenses of the arbitrator shall be shared equally by both the Parties.

11.5 The arbitration proceedings shall be held in English language. The venue of such arbitration shall be Noida (UP), India.

11.6 This Agreement shall be construed and interpreted in accordance with and governed by the laws of Union of India. The Courts of District Gautam Budh Nagar (UP) and the Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

12. MISCELLANEOUS:

12.1 **WAIVER:** Non-enforcement by either Party of any of the provisions of this Agreement shall not operate as or constitute a waiver of the provision itself or any subsequent breach thereof.

12.2 **SEVERABILITY:** The validity of the Agreement shall not be affected, should one or more of its provision(s) be or become legally invalid so long as such provision(s) is/are severable from and not fundamental to the obligations of either Party to this Agreement. In such case, the Parties shall negotiate in good faith to replace the invalid provision(s) by a provision(s) which is in accordance with the applicable laws and which shall be as close as possible to the Parties original intent.

12.3 **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties hereto with respect to the services. Any and all prior and contemporaneous written and oral agreements, letter of intent, proposals, negotiations, understandings and representations pertaining to the subject matter hereof shall stand superseded by this Agreement along with all Annexures (if any) hereto.

12.4 **AMENDMENTS:** No amendments to or modifications to this Agreement shall be valid unless evidenced in writing and signed by the duly authorized representatives of the Parties.

12.5 **ASSIGNMENT:** Either Party shall not assign or sub-assign this Agreement in whole or in part to any third party without the prior written approval of the other Party.



12.6 GOVERNING LANGUAGE: All notices, manuals and other writings and communications required pursuant to this Agreement shall be in English language.

12.7 SURVIVAL: Such clauses which by its very nature should survive the expiry or early termination of this Agreement, shall survive such expiry or termination.

12.8 HEADINGS: The descriptive headings in this Agreement are inserted for reference only and are not intended to affect the meaning, construction or interpretation of this Agreement.

13. COMMUNICATIONS:

Communication under the Agreement shall be made in writing by mail, first class postage prepaid or by facsimile delivery/by e-mail followed by confirmation or delivery by hand against receipt at their address given below:

For Jaypee Healthcare Limited:

Jaypee Healthcare Limited
Sector 128, Noida-201304
Gautam Budh Nagar, (UP)
Fax Number: +91-120 4855755
+91-120 4582899

Email: sushill.srivastava@jalindia.co.in Email: manoj.panwar@ramky.com

Any notice and/or document shall:

For Medicare Environmental Management Pvt Ltd

Medicare Environmental Management Pvt Ltd
C-21, Phase-1, Masuri, Gulowthi Road, UPSIDC Indl.
Area, Ghaziabad (U.P),
Telephone Number: 120-6862920

- (a) if delivered by hand, be deemed to have been given and received at the place of receipt on the date of delivery.
- (b) if mailed, be deemed to have been given and received at the place of receipt on the date of actual receipt. In the event of postal disruption, such notices or documents must either be delivered personally or sent by facsimile transmission, to be followed by confirmation.
- (c) if sent by facsimile transmission, be deemed to have been given and received on the date of transmission, to be followed by confirmation.
- (d) if sent by e-mail, deemed to be delivered against receipt of confirmation

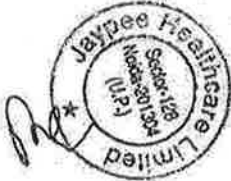


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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN:

For and on behalf of:

JAYPEE HEALTHCARE LIMITED



Name: Abhay Dutt Sharma

Designation: General Manager-Finance

For and on behalf of:

MEDICARE ENVIRONMENTAL MANAGEMENT
PRIVATE LIMITED



Name: Sanjay Garg

Designation: Project Head

WITNESSES:

1. *Aditya (Jaypee Hospital)*

2.

WITNESSES:

1. *Hanuman*

*MANAR KUMAR PANWAR,
Asst. Manager - HR*

2.