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SP HANARSHI NAGAR SO <201304>

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<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>

<Dial 18002666888> <Wear Masks.



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

Dated: 05.05.2023

Sub- Submission of Annual Report in Form -IV

Dear Sir

Please find attached Annual Report of Bio Medical Waste generated of our Jaypee Hospital in form-IV as specified Biomedical Waste Management Rules, 2016 for the period of January 2022 to December 2022. Previous annual report for year 2022 has been submitted to you in format as specified in Form II of Bio Medical Waste Management and handling Rules, 1998 in the month of January 2023.

We are also enclosing a copy of agreement with Bio Medical Waste Operator Environ Waste Connections LLP 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

*[Signature]* 05/05/2023

Dr. Sushil Kumar Srivastava  
Hospital Operations  
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 Environ Waste Connections LLP
3. Copy of Agreement of Environ Waste Connections LLP
4. Copy of Bio-Medical Waste Management Minutes of Committee Meeting.

*[Signature]*  
09-05-23  
क्षेत्रीय कार्यालय  
उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड  
लखनऊ

**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-128, 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.1.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 22/12/2020 valid up to 5 years
	(xi) Status of Consents under Water Act and Air Act	:	Valid up to : Water Act - 31-12-2024 Air Act - 31-12-2024
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	:	H46718/C-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	:	22.32 kg per day

4	Quantity of waste generated or disposed in kg per annum (on monthly average basis)	Yellow Category : 3710.78 kg Red Category : 4985.24 kg White : 191.19 kg Blue Category : 836.95 kg General Solid waste : 14023.17 kg Yellow Cytotoxic : 35.59 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>24.54</td> <td>8835.71</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	24.54	8835.71	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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Any other treatment equipment :																																																						
	(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 on MoU with Envirocon Waste Connections LLP																																																				
	(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></td> <td></td> </tr> </tbody> </table>		Quantity Generated	Where Disposed	Incineration			Ash			ETP Sludge																																										
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	(vi) Name of the Common Bio-Medical Waste Treatment facility Operator through which wastes are disposed of	Environ Waste Connection LLP
	(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	
7	Details trainings conducted on BMW	
	(i) Number of trainings conducted on BMW Management	160
	(ii) number of personnel trained	1053
	(iii) number of personnel trained at the time of induction	455
	(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 efficient 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 22 to Dec' 22
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 2022 to December 2022

Date: 05.01.2023

Place: D.D.

Name and Signature of the Head of the Institution

### Details of BMW Collected by Environ Waste Connection LLP For the year 2022

Month	Yellow (Kg)	Yellow Cytotoxic (Kg)	Blue (Kg)	PPC (Kg)	Red (Kg)	Total Weight (Kg)
Jan	3281.83	22.74	615.38	163.16	4065.37	8148.48
Feb	3278.86	32.83	670.02	168.13	3775.62	7925.46
Mar	3627.56	27.19	805.89	195.46	3644.28	8300.38
Apr	3960.36	34.04	755.66	223.89	3698.01	8671.96
May	3677.7	31.01	825.83	267.32	5531.65	10333.51
Jun	3804.9	30.62	742.28	195.59	5712.24	10485.63
Jul	4167.45	39.09	831.72	207.91	5940.45	11186.62
Aug	3875.18	27.41	948.82	191.68	5397.59	10440.68
Sep	3780.84	57.35	1001.52	198.49	5633.74	10671.94
Oct	3574.54	44.19	955.51	186.32	5647.62	10408.18
Nov	3749.96	41.16	940.07	155.35	5336.99	10223.53
Dec	3750.2	39.46	950.71	140.93	5439.29	10320.59
Total	44529.38	427.09	10043.41	2294.23	59822.85	117116.96
Mode of Treatment						
Any other Information						
Certified that the above report is for the period from Jan-22 to Dec-22						
Date:						



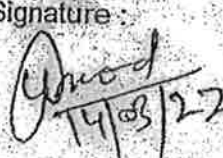


FORM 10  
[See rule 19 (1)]

Copy for SP

MANIFEST FOR HAZARDOUS AND OTHER WASTE

S.No.: 58894

1 Occupier's Name & Mailing Address (including Phone No. and email)			
2 Sender's Authorization No.			
3 Manifest Document No.	NRGP-NO- 8680		
4 Transporter's Name & Address (including Phone No. and email)	BOWMC		
5 Type of Vehicle	(Truck / Tanker / Special Vehicle)		
6 Transporter's Registration	BOWMC		
7 Vehicle Registration No.	UP 14 FT- 8624		
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, Kumbhari 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: 03/05/2022 (ii) UEPPCB/HO/Con-B-84/2018/548 Valid upto: 31/03/2023 (III) 1403/UPPCB/KanpurDehat/UPPCBRO/HWM/KANPUR DEHAT/2018 Valid upto: 30/04/2022		
10 Waste Description	Used Oil ETP Sludge		
11 Total Quantity No. of Containers	20 Ltr + 10 Kg		
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		
Typed Name & Stamp:  Signature: 	Month	Day	Year
	03	14	2022
15 Transporter Acknowledgement of Receipt of Waste	Month	Day	Year
Typed Name & Stamp: Signature:	03	14	2022
16 Receiver's Certificate for Receipt of Hazardous and other Waste	Month	Day	Year
Typed Name & Stamp: Signature:	03	14	2022

MANIFEST FOR HAZARDOUS AND OTHER WASTE

S.No.: 66159

1 Occupier's Name & Mailing Address (including Phone No. and email)			
2 Sender's Authorization No.			
3 Manifest Document No.	NRGP-MO-8699-07-16/09/22		
4 Transporter's Name & Address (including Phone No. and email)	BOWML		
5 Type of Vehicle	(Truck / Tanker / Special Vehicle)		
6 Transporter's Registration	BOWML		
7 Vehicle Registration No.	UP 14CT-8829		
8 Receiver's Name & Mailing Address (including Phone No. and email)	(I) BHARAT OIL COMPANY (I) RE E-18, Site-IV, Sahibabad Industrial Area, Ghaziabad, UP-201010 Tel: 0120-4197924 e-mail:sales@bharatoil.com		
(II) BHARAT OIL & WASTE MANAGEMENT LTD. Maiza 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) 1403/UPPCB/KanpurDehat/UPPCBRO/HWM/KANPUR DEHAT/2018 Valid upto: 30/04/2022		
10 Waste Description	Use of oil / ETP Sludge 07 kg / 10 kg		
11 Total Quantity No. of Containers	m <sup>3</sup> or MT 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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15 Transporter Acknowledgement of Receipt of Waste		Month Day Year 09 16 20 22	
Typed Name & Stamp : Signature :		Month Day Year 09 16 20 22	
16 Receiver's Certificate for Receipt of Hazardous and other Waste		Month Day Year 09 16 20 22	
Typed Name & Stamp : Signature :		Month Day Year 09 16 20 22	



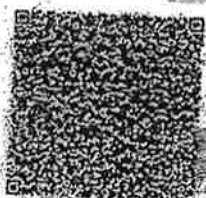


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

Certificate No.	: IN-UP21519374052442T
Certificate Issued Date	: 06-Jan-2021 02:54 PM
Account Reference	: NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1400330436015063904757T
Purchased by	: JAYPEE HEALTHCARE LIMITED
Description of Document	: Article 19 Certificate or other Document
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: JAYPEE HEALTHCARE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: JAYPEE HEALTHCARE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

### AGREEMENT

This agreement (hereinafter referred to as "Agreement") is made at Noida on this 22<sup>nd</sup> day of February, 2021 (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.



Page 1 of 10



#### Statutory Alert:

The authenticity of this Stamp certificate should be verified at [www.stampcertificates.com](http://www.stampcertificates.com) or using the Stamp Mobile App. In case of discrepancy in the details on this Certificate and as available in the Stamp Mobile App, the details on the Stamp Mobile App should prevail.

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

M/S ENVIRON WASTE CONNECTIONS LLP, a Limited Liability Partnership duly incorporated and existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at - D-27/1, Gali No-9; Near 30 Futta Road, Johripur, Extension, Delhi - 110094 (hereinafter referred to as "ENVIRON ", 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 ENVIRON shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

**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. ENVIRON has setup a biomedical waste treatment facility at BN- 102-104, Phase-3, UPSIDC, MG Road Industrial Area, Ghaziabad, Hapur- 201015 and has been duly authorized by UP Pollution Control Board under Rule 8(2) of Biomedical Waste (Management & Handling) Rules, 1998 as amended from time to time 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 from time to time thereof is desirous of availing the services of ENVIRON for collection, treatment and disposal of BMW generated at Jaypee Hospital.
- D. On the representations made by ENVIRON, JHCL hereby appoints ENVIRON to provide the biomedical waste management services for collection and disposal as aforesaid on a non-exclusive basis for JHCL. ENVIRON 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.



*Handwritten signature/initials*

- 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 in 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 ENVIRON:**

- 2.1 ENVIRON shall comply with all the rules and regulations as prescribed by U.P Pollution Control Board (UPPCB) and other authorities from time to time for collection, treatment, handling, management and disposal of BMW along with any of the rules and regulations, laws, bye-laws etc. established for this purpose.
- 2.2 ENVIRON 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 BN- 102-104, Phase-3, UPSIDC, MG Road Industrial Area, Ghaziabad, Hapur- 201015.
- 2.3 ENVIRON 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 from time to time 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 ENVIRON 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. as per the frequency as required by JHCL and under the instruction of authorized representative of JHCL/housekeeping in-charge without any fail.
- 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 ENVIRON's account.
- 2.6 In case ENVIRON fails to collect the BMW within 48 (forty eight) hours of the designated time due to any reason, then JHCL shall inform ENVIRON 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. ENVIRON shall be solely liable for the consequences, if any, in this regard.



- 2.7 ENVIRON shall maintain a register for such complaints and allot complaint number to JHCL. ENVIRON 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 ENVIRON promises to attend to all such complaints, and to take appropriate steps to rectify the same within shortest possible time.
- 2.9 ENVIRON shall collect the segregated BMW from the Site. ENVIRON shall also ensure collection, transportation and disposal of Covid 19 - Medical waste if generated as per protocols read along with any rules/regulations formulated in this regard. ENVIRON shall ensure safety to the environment and people while treating the BMW including Covid 19- Medical waste.
- 2.10 ENVIRON shall provide assistance to finalize the pick-up location at Jaypee Hospital.
- 2.11 ENVIRON 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 ENVIRON 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 ENVIRON, at no extra cost.
- 2.14 ENVIRON undertakes to keep high standard of pollution control and shall update its equipment/facility as and when required.
- 2.15 ENVIRON 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 from time to time and any subsequent amendments thereof.
- 2.16 ENVIRON shall also undertake testing of treated waste to ensure safety to the environment.
- 2.17 ENVIRON 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 ENVIRON shall be solely responsible for its designated representative employed for rendering the services hereunder and shall be the employees of ENVIRON for all purposes.
- 2.19 ENVIRON 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 ENVIRON.
- 2.20 ENVIRON shall be responsible for the disposal of treated waste into secured landfill/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 1998 read along with the subsequent amendments 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 from time to time 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. as per prescribed standards 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 ENVIRON 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 ENVIRON.
- 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 ENVIRON.
- 3.9 JHCL shall reserve the right to inspect sites and wastes collected by the ENVIRON and further provide suggestions to ENVIRON for improvement under the applicable laws, rules, and notifications in this regard including but not limited to Biomedical Waste (Management & Handling) Rules, 1998 read along with the subsequent amendments and rules framed there under.
- 3.10 JHCL shall obtain required authorization from the UPPCB under Biomedical Waste (Management & Handling) Rules, 1998 as amended from time to time and any subsequent amendments thereof.

**4. PAYMENT TERMS:**

- 4.1 In consideration of the services to be provided by ENVIRON, JHCL shall pay to ENVIRON a fixed amount of Rs. 37,800/- (Rupees Thirty Seven Thousand and Eight Hundred Only) monthly inclusive of all applicable taxes, if any. It is hereby further clarified that the aforesaid amount shall not be guided by the quantity of BMW collected and shall be fixed for each month during the subsistence of this Agreement. This monthly fixed amount is inclusive of COVID-19 bio- medical waste, if generated and no extra charges shall be payable on the same.
- 4.2 ENVIRON shall raise invoice for the preceding month in the 1<sup>st</sup> week of the next month and the same shall be paid by JHCL to ENVIRON within 90 (Ninety) days of the receipt of invoice. In the event of any discrepancies or errors in the invoices submitted by ENVIRON,





the payment period shall be calculated from the date of receipt of the revised and corrected invoice, to the satisfaction of JHCL.

- 4.3 All payments shall be made in favor of ENVIRON WASTE CONNECTIONS LLP after statutory deductions 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:**

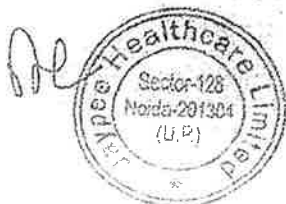
ENVIRON agrees and undertakes to indemnify and hold harmless and fully compensate JHCL and its holding, subsidiaries and their respective directors, officers, employees, representatives and agents (hereinafter referred to as "Indemnified Persons") from and against any cost, loss, damage, claim, charge, suit (including attorney fees), proceedings and any other liability to which it may be subjected as a result of breach/ non-compliance of any terms hereof by ENVIRON or any representation made hereunder or due to any fault, fraud, negligence, act or omissions of ENVIRON including acts or omissions of their employee(s)/agent(s)/representative(s) or any non observance or non compliance by ENVIRON 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:**

ENVIRON 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. ENVIRON shall not be entitled to receipt of any payment by JHCL for services or any part thereof during such period of 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 ENVIRON upon the occurrence of any of the following events:
- (a) Insolvency of ENVIRON.
  - (b) ENVIRON being declared bankrupt in liquidation, whether compulsory or voluntarily.
  - (b) Any change in the ownership or control of ENVIRON.
  - (c) Any breach by ENVIRON of any obligations or compliance under this Agreement.
  - (d) If in the opinion of JHCL, the appointment or continuance of ENVIRON under this Agreement is likely to result in loss of goodwill or reputation of JHCL or any of its directors or officers.
  - (e) Failure to conform to or breach by ENVIRON of any applicable laws, bye-laws, rules and regulations etc. governing the collection, handling, management, transportation, treatment and disposal of BMW.



Vivek

- (f) If authorizations, permissions etc. of the ENVIRON as required under applicable laws has expired or has been revoked by the concerned authority for any reason whatsoever.
- (g) Any act or omission by ENVIRON 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 ENVIRON to the satisfaction of JHCL.

- 8.3 In the event of termination, JHCL shall pay ENVIRON as full and final settlement all undisputed amounts due and not previously paid to ENVIRON, 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 ENVIRON's personnel and ENVIRON'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 Buddha Nagar, (UP)  
Fax Number: +91-120 4855755  
+91-120 4582899

Email: sushill.srivastava@jalindia.co.in

**For Environ Waste Connections LLP**

Environ Waste Connections LLP  
D-27/1, Gali No-9, near 30 Futta Road,  
Johripur, Extension, Delhi-110094.  
Telephone Number: 9891222627

Email: ewc.srg@gmail.com

Any notice and/or document shall:

- (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.

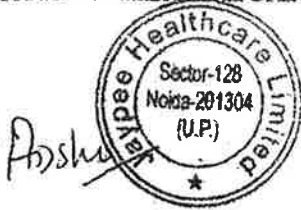
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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN:

For and on behalf of:

JAYPEE HEALTHCARE LIMITED



Name: Abhay Dutt Sharma

Designation: General Manager (Finance)

For and on behalf of:

ENVIRON WASTE CONNECTIONS LLP



Name: Vivek Gupta

Designation: Chief Executive Officer

WITNESSES:

1. *[Signature]*
2. *Raj Kumar*

WITNESSES:

1. *[Signature]*
2. *Jyoti K. Khan*



Minutes of Meeting  
BMW Committee  
Monday, 28<sup>th</sup> March 2022, 03:30 Noon  
Venue: Audi - 1

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Present:-

Dr. Sarbani Mukherjee

Dr. Priyanka

Mr. Prince Sharma

Ms. Rakhi Mudgal

Mr. Ajay Prakash

Mr. Rambir Singh

Mr. Vipin Kumar

Mr. Biju Thomas

Mr. Pushpendra Singh

Mr. Vinod Kr. Gautam

Mr. Parthap Singh

Ms. Varsha Rana

Ms. Shamili

# Minutes of Meeting

BPMW Committee

Monday, 23<sup>rd</sup> March 2022, 03:30 Noon

Venue: Audit 1

## Agenda of the Meeting:

- Review of last meeting MOM

## Minutes of Current Meeting

S.No.	Discussion	Action Plan	Responsibility	Status
1.	Discussed about biomedical waste mixing in IPD and ICU during round.	ICM to continue monitoring. Nursing supervisors to keep training the staff also.	IC team and Nursing	To Continue
2.	Discussed about puncture proof container for big vials and ampoules to be implemented in IPD	Big Blue puncture proof container to be kept in Med-Prep room in IPD area for discarding of Big Ampoules and Vials.	Nursing and Housekeeping	To Continue
3.	Discussed about Bio-Medical Waste Annual Report.	Housekeeping will share the annual report of Bio-Medical Waste with IC Team.	Housekeeping	June Every Year

MOM Recorded by: - Mr. Prince Sharma

MOM Vetted by: - Dr Rupjyoti Chandak



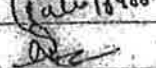
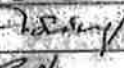

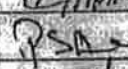
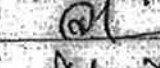





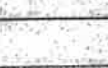
DATE: 28/3/2022

VENUE: Board Room

Coordinator: Dr. Suryasmita Das / Dr. Rupjyoti Chandak

Coordinator Signature: 

COMMITTEE TYPE: Biomedical waste management Committee

S.No.	Member's Name	Employee ID	Designation	Signature
1	Dr. Sarbani Mukherjee	21000248	Head Quality	
2	Prince Sharma	21002511	Quality Auditor	
3	Rakhi Mudgal	21003401	Nursing Quality	
4	Ajeet Prakash	21000084	F&B	
5	Ramvir Singh	21000361	Er. Manager	
6	Abhinav K. Shetty	21000805		
7	Chitra Thakur	21000036	Ern	
8	Rupendra S.	21000682	Laundry	
9	Vinod K. Goud	21000062	H.O.	
10	Pratap Singh	21000114	BMS	
11	Varsha Rana	21002670	ICN	
12	Dr. Priya	21000580	Er. Consultant	
13	Shamika Dharma	210004815	ICN	
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**Present:-**

Dr. Anil Kumar (COO)

Dr. Suryasnata Das

Dr. Sarbani Mukherjee

Capt. Indiraw Rani

Dr. Rupiyoti Chandak

Dr. Priyanka Katariya

Mr. Pratap Singh

Mr. Raj Lama

Ms. Presanna Sajju

Mr. Vinod Kumar Gautam

Mr. Mahesh Chand

Mr. Prince Sharma

Mr. Amit-Mehrotra

Ms. Versha Rana

Ms. Pooja Sharma

Ms. Kajal Kapoor

Ms. D. Mamtha Devi

**Absent:-**

Ms. Pooja Chauhan

Ms. Aditi Dixit

**Minutes of Meeting  
BMW Committee  
Monday, 28<sup>th</sup> September 2022, 12:00 Noon  
Venue: Board Room**

**Agenda of the Meeting:**

- Needle Stick Injury
- Bio Medical Waste Increasing

**Minutes of Current Meeting**

S.No.	Discussion	Action Plan	Responsibility	Status
1.	Needle found near Bed side and Mixing in Garbage which led to Needle Stick Injury.	ICN to take rounds with Nursing floor coordinator to check for the same.	ICN & Nursing	Continues Process
2.	Approval to be taken for increase in weight for the Blue BMW in License.	Already discussed with Management for the approval.	Housekeeping	14 <sup>th</sup> October 2022
3.	Area Wise Bin Lids to be checked.	Housekeeping to check floors wise all the Lids of the Bin.	Housekeeping	28 <sup>th</sup> October 2022
4.	Doctors training required for Bio Medical Waste.	HR will arrange the training for doctors in the induction training.	HR & ICT	5 <sup>th</sup> November 2022

MOM Recorded by: - Mr. Vinod Kumar Gautam

MOM Vetted by: - Dr Rupiyoti Chandak




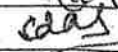









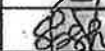





DATE: 28<sup>th</sup> September 2022

VENUE: Board Room

COORDINATOR: Dr. Schwartz

COORDINATOR SIGNATURE :

COMMITTEE TYPE: Bio Medical Waste

S.No.	Name	Employee ID	Designation	Signature
1.	Vinod Gaudin	21000352	Manager H/C	
2.	DR. S. DAS.	DR000111	Assoc. DIR.	
3.	Vansha Rama	21002623	ICN	
4.	Dr. Prayag	DR000580	Gen. Comptroller	
5.	Dr. Dnyanesh	DR 000840	IT & Bus	
6.	Maheesh Chaud	21000806	Manager	
7.	Raj Lanna	21001010	Sp. mgr	
8.	Amit Keshava	21002101	ITK Exe	
9.	Dr. S. Mahalinga	21000248	Quality	
10.	Pooja Sharma	21004566	ICN	
11.	Kajal Kapoor	21004504	ICN	
12.	D. Mamtha Devi	21000372	ICN	
13.	Nagma Anand	21000921	NSQ Quality	
14.	Prasanna Singh	55	Team NSQ	
15.	Pratap Singh	RT 000114	DGM	
16.	Capt. Indira Rani	21000023	MSG Dept	
17.	Mr. Anil Kumar	21001020	COO	

Minutes of Meeting

BMW Committee

Monday, 18<sup>th</sup> July'2022, 12:00 Noon

Venue: Board Room

Present:-

Dr. Anil Kumar (COO)

Dr. Suryasnata Das

Capt. Indraw Rani

Dr. Rupiyoti Chandak

Ms. Aditi Dixit

Ms. Pratap Singh

Mr. Raj Lama

Ms. Presanna Sajju

Mr. Vinod Kumar Gautam

Ms. Gurpreet Kaur

Mr. Prince Sharma

Mr. Amit Mehrotra

Absent:-

Mr. Mahesh Chand

Ms. Versha Rana

**Minutes of Meeting**  
**BMW Committee**  
**Monday, 18<sup>th</sup> July'2022, 12:00 Noon**  
**Venue: Board Room**

**Agenda of the Meeting:**

- Segregation of Biomedical Waste at the source of Generation.

**Minutes of Current Meeting**

S.No.	Discussion	Action Plan	Responsibility	Status
1.	During ICN Round, Dustbin was found without Lid.	Housekeeping and Nursing to ensure that the entire Bin should be closed with lid and ICN will check for the same during rounds.	Housekeeping, Nursing & ICN	Continuous Process
2.	Doctor's training required of Bio Medical Waste.	ICN will take Biomedical training for Doctor's and HR will arrange the training.	ICN & HR	30 <sup>th</sup> July'2022
3.	Annual Report of Bio Medical Shared with Committee Chairperson.	Annual report of Biomedical waste to be shared with Committee Chairperson before submitting. At present to be shared immediately.	Housekeeping	30 <sup>th</sup> July'2022
4.	Increase the size of the Blue container.	As-discussed with committee members for Blue Sharp containers size should be increased and request for the same to purchase department.	Purchase and Housekeeping	30 <sup>th</sup> July'2022
5.	Awareness week of Biomedical waste need to be conduct.	Biomedical waste awareness Programme will be conducted by ICN, Nursing and Housekeeping.	HR, Nursing, Infection control and Housekeeping	1 <sup>st</sup> or 2 <sup>nd</sup> week of August'2022

MOM Recorded by: - Mr. Vinod Kumar Gautam

MOM Vetted by: - Dr Rupiyoti Chandak

DATE: 10<sup>th</sup> July 2022

VENUE: Board Room

COORDINATOR: Dr. Vinod K. Pandey COORDINATOR SIGNATURE: \_\_\_\_\_

COMMITTEE TYPE: Bio-medical waste

[illegible]

**Present:-**

Dr. Anil Kumar (COO)  
Dr. Syed Zeya Karim  
Dr. Suryasnata Das  
Dr. Sarbani Mukherjee  
Dr. Rupiyoti Chandak  
Dr. Priyanka Katariya  
Ms. Aditi Dixit  
Mr. Pramod Kumar  
Mr. Vinod Kumar Gautam  
Mr. Mahesh Chand  
Ms. Gurpreet Kaur  
Ms. Deepanjali  
Ms. Navyamol Augustine  
Mr. Amit Mehrotra  
Ms. Kajal Kapoor  
Ms. D. Mamtha Devi



**Minutes of Meeting**  
**BMW Committee**  
**Monday, 16<sup>th</sup> November 2022, 12:00 Noon**  
**Venue: Board Room**

**Agenda of the Meeting:**

- Discussion on Previous Meeting Points

**Minutes of Previous Meeting**

S. No.	Discussion	Action Plan	Responsibility	Status
1.	Needle found near Bed side and Mixing in Garbage which led to Needle Stick Injury.	ICN to take rounds with Nursing floor coordinator to check for the same.	ICN & Nursing	Continuous Process
2.	Approval to be taken for increase in weight for the Blue BMW in License.	Already discussed with Management for the approval.	Housekeeping	Under Process
3.	Area Wise Bin Lids to be checked.	Housekeeping to check floors wise all the Lids of the Bin.	Housekeeping	15 <sup>th</sup> Dec'2022
4.	Doctors training required for Bio Medical Waste.	HR will arrange the training for doctors in the induction training.	HR & ICT	30 <sup>th</sup> Nov'2022

**Minutes of Meeting**  
**BMW Committee**  
**Monday, 16<sup>th</sup> November 2022, 12:00 Noon**  
**Venue: Board Room**

**Minutes of Current Meeting**

S.No.	Disturbance	Action Plan	Responsibility	Status
1.	Broken Vials found in Dialysis and Met Prep Room of 6 <sup>th</sup> West Wing	Nursing floor coordinator to check for the same and Brief them. Training to be done on site wherever required & Training sheet to be attached.	Nursing	Continuous Process
2.	Required Training of GDA New Staff in MICU	HK Started refresh training for all the GDA New staff of MICU & Training sheet to be attached.	HK	22 <sup>nd</sup> Nov'2022
3.	Rusted IV Stand need to be checked and discarded.	Nursing checked and sent it to the Engineering Department for repair or discarded.	Nursing & BME	15 <sup>th</sup> Dec'2022
4.	Checked Broken Bed wheels and get it Change.	HK make the List of the Broken Bed wheels and Shared with Bio Medical Engineering & BMS for Change.	HK, BME & BMS	15 <sup>th</sup> Dec'2022

MOM Recorded by: - Mr. Vinod Kumar Gautam

MOM Vetted by: Dr Rupiyoti Chandak

DATE: 16<sup>th</sup> November 2024

VENUE: Board Room

COORDINATOR: Vinod Gautam COORDINATOR SIGNATURE :

COMMITTEE TYPE: Bio Medical waste

[illegible]