

## **M/S ANMOL HEALTH CARE**

Village RakhRara, District Samba (J&K)  
Telephone 09622394531, 09906212729

### **BIO-MEDICAL WASTE LIFTING CERTIFICATE**

THIS IS CERTIFIED THAT BIOMEDICAL WASTE (BMW) AS PER SCHEDULE-1 OF BIO MEDICAL WASTE (MANAGEMENT AND HANDLING) RULES 2016, EXCEPT FOR LIQUID WASTE (CAT. NO. 08) OF M/S Ankur Maitika Hospitals (OPC) Pvt Ltd LOCATED AT Ward-55 Deeli, Chenu Himmat Jammu <sup>180012</sup> IS BEING COLLECTED BY US W.E.F. 16/10/23 TO 16/10/26 FOR FURTHER TREATMENT AT OUR COMMON BIO-MEDICAL WASTE TREATMENT FACILITY LOCATED AT VILLAGE RAKH RARA, DISTRICT SAMBA (J&K)



FOR ANMOL HEALTH CARE

PLACE: JAMMU



# AGREEMENT

This agreement is entered on this 16 / 10 / 2023

BETWEEN

M/s Anmol Health Care, Village RakhRara, Distt. Samba (J&K) through their representative

Lalit Kumar S/o Des Raj

AND

Ankur Maitika Hospital (Pvt) Ltd

Ward-55 Delhi, Channi Himmat Tammu 180012

Whereas M/s Anmol Health Care, Village RakhRara, Distt. Samba (J&K) has set up a unit for **Common Bio-Medical Waste Treatment Facility** for collection, transportation, treatment and disposal of **Bio-Medical waste** generated by the Healthcare Establishments i.e. Hospitals, Nursing Homes, Blood Banks, O.P.D. Clinics, Pathological Laboratories, Diagnostic Centers, Veterinary Institutes etc. (hereinafter called as generators).

Whereas Anmol Health Care offers to provide service to the generator on a user pay principal of collection treatment and disposal of **Bio Medical Waste** at the rates provided by **Indian Medical Association (IMA)**/ mutually agreed **J&K State Pollution Control Board** along with other terms and condition with a security advance equivalent to the payment of 60 days.

Whereas Anmol Health Care undertakes the liability of collection, transportation, treatment and disposal of **Bio-Medical Waste**. Generator shall undertake to adhere to this contract of service by Anmol Health Care for a minimum period of three years from the agreement date. Both parties can terminate the agreement after giving a notice of three months to the other party after the expiry of this agreement period, which may be otherwise continued with the consent of both parties.

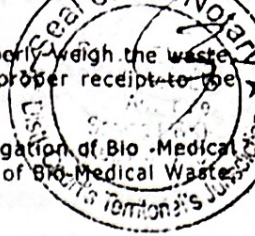
Whereas the generator is a hospital/ O.P.D. Clinic/ Pathological laboratory/ Diagnostic Center and agrees to avail the services being provided by Anmol Health Care with terms and conditions as listed below.

## RESPONSIBILITIES OF M/S ANMOL HEALTH CARE (COMMON BIO-MEDICAL WASTE TREATMENT FACILITY)

1. Anmol Health Care shall meet all the rules and regulations stipulated by **Pollution Control Board** and generator shall not be liable for any improper handling and management, after collection of BMW from the **H.C.F.**
2. Anmol Health Care is liable for any violation of the Environment (Protection) Act 1986 and the relevant rules, after collection of **Bio-Medical Waste** from the generator units as per the agreement terms and conditions.
3. In case Anmol Health Care's vehicle fails to collect the **Bio- Medical Waste** within the designated time due to any reason, the generator shall inform the authority of Anmol Health Care who will ensure to strictly collect the **Bio-Medical Waste** within next 24 hrs. Anmol Health Care shall be solely responsible for the complaints and allot complaint number to the generator. Anmol Health Care, shall bear all liabilities and penalties imposed by **Pollution Control Board**, if any for delay or negligence in service.
4. Other complaints if any shall also be made to Anmol Health Care by the generator. Anmol Health Care promises to attend to all such complaints within the shortest possible time.
5. Anmol Health Care shall collect the segregated **Bio-Medical Waste** from the identified lifting site for **Bio-Medical Waste** set up within the premises of generator.
6. Anmol Health Care shall provide assistance to finalize the pickup location to the generator.
7. Anmol Health Care shall transport the segregated waste in an enclosed containerized vehicle, to its treatment plant.

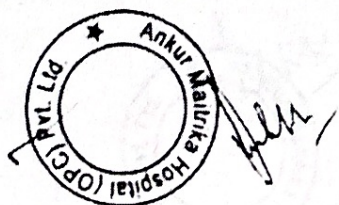




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8. Before transporting the waste, Anmol Health Care, shall properly weigh the waste, make the necessary entries in the log book & provide a proper receipt to the generator.
  9. If the generator desires the initial training regarding segregation of Bio-Medical Waste in color coded plastic bags and method of collection of Bio-Medical Waste shall be provided by Anmol Health Care, at no extra cost.
  10. Anmol Health Care shall schedule the timings for collecting of waste in consultation with the generator.
  11. Anmol Health Care promises to keep high standard of pollution control and shall update its equipment/ facility as and when required.
  12. Anmol Health Care shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized Common Bio-Medical Waste treatment facility as per Schedule-1 of the Bio-Medical Waste (M&H) Rules 2016.
  13. Anmol Health Care shall also undertake testing of treated waste to ensure safety to the environment and shall self monitoring repeat to J&K SPCB, twice a year.
  14. Anmol Health Care shall be responsible for the disposal of treated waste into secured landfills or in recycling plants, as applicable.

#### RESPONSIBILITIES OF THE GENERATOR

1. The generator shall-segregate the waste at the point of generation in accordance with Bio-Medical Waste (M&H) Rules 2016 and in compliance with the, standard prescribed there under.
2. The generator shall collect the segregated Bio Medical Waste in non-chlorinated plastic bags as stipulated, by Pollution Control Board (PCB) norms and shall label then as per Sc. III & Sc. IV of the Bio-Medical Waste.
3. All consumable like bags, disinfectants etc. shall be procured by the generator at their own cost. Anmol Health Care is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta and amputated body parts etc. (required to be incinerated) shall be non-chlorinated plastic bags.
5. All the bags shall be sealed tightly by the generator properly weighed and Anmol Health Care shall collect the sealed bags only at a secured designated point, in the premises of the generator.
6. The generator shall disinfect the sharps and mutilate them and hand them over in puncture proof container to Anmol Health Care.
7. The generator shall take all steps to ensure that the waste is handled without adverse effects to human and environment.
8. The generator shall furnish annual report regarding generation, collection, storage, transportation and disposal of Bio-Medical Waste in the prescribed format to Pollution Control Board.
9. The generator shall maintain all the relevant record and report the accidents, if any, as prescribed under the rules.
10. The generator shall designate a NODAL OFFICER to interact with Anmol Health Care.
11. The collected waste material sent by the generator may be checked and suggestions may be given for improvement in segregation of waste.
12. The generator shall obtain authorization from the Pollution Control Board.
13. The generator shall be solely responsible for the number of beds being declared to Anmol Health Care which must be same for which the authorization is proposed to be got from Pollution Control Board. The generator shall inform PCB and Anmol Health Care within 7 days about any such change in number of beds.





14. The generator shall dispose off Bio-Medical Waste under cat 1 to cat, 7 throughs Anmol Health Care only.
15. In case, generator fails to properly segregate & collect the Bio-Medical Waste in colour coded bags. Anmol Health Care will stop lifting such waste.

### TERMS OF MEMBERSHIP & PAYMENT.

- The generator shall pay a membership registration fee of Rs. 2000/- (Rupees Two thousand only) which is one time and non refundable,
- Monthly charges to be paid to the operator shall be decided between the operator and the local chapter of IMA/J&K State Pollution Control Board. Presently rates have been agreed at Rs. 7.40 per bed per day as per occupancy of the hospital from the present bed strength of 40 [forty Beds] beds which comes to Rs. \_\_\_\_\_ per month or at a lump sum amount of Rs. \_\_\_\_\_ per month in case of Non-bedded facilities. **Moreover 7% in rates shall be enhanced every year in addition to existing rates.**
- As per the instructions/guidelines of State Pollution Control Board & Central Pollution Control Board online bar code system for bio medical waste is Mandatory for all hospital /clinics/ labs/nursing home etc.
- you will have to affix the bar code stickers on every colour coded bags to scan the time, date, weight & type of waste of Health Care Facility (HCF).
- Commercial Charges for software usage etc. Rs. \_\_\_\_\_ pm

Registration fees for 3 years	Renewal fees for 3 years	Per Bed/ Per day	Per Month charge
Rs. 2000/- and GST @ 18% Extra	Rs- 700/- and GST @18 Extra	Rs 7.40/- and GST @ 12 Extra	Rs. 1440/- and GST @ 12% Extra for Clinics Pathological Lab/s Blood Bank Dispensaries & veterinary Institutes

- The generator shall pay in advance the monthly charges for the cost of disposal by 7<sup>th</sup> of every month without fail. Payments that are not made by the 15<sup>th</sup> of every month shall be charged a late fee @ Rs. 50.00 per day.
- Anmol Health Care shall stop collecting **Bio-Medical Waste** from generator, if payment is not made by 25<sup>th</sup> of the month.
- Renewal of the agreement after 3 years. shall be subject to a charge of Rs.700.00 in addition to the amount due including the fine.
- All payments shall be made by any where cheques payable at Jammu issued in favour of Anmol Health Care village Rakh Rara Samba. All dishonored cheque shall be charged Rs. 200.00 extra in addition to the actual bank charges. No cash payment shall be valid without receipt.
- Registration of M.O.U shall be cancelled, if service not started within two month of registration
- Any disputes arising out of this agreement shall be within to the jurisdiction of Jammu courts.
- Name of the Nodal Officer is \_\_\_\_\_

In witness where of the parties signed this document at Jammu on the day, month and year first above mentioned in presence of witness.

#### Witnesses:

- Nikhil Digoitra
- Ashu Tochan

M/s Anmol Health Care



Execution Admitted  
Hence Retained

Dist. Court Jammu  
Samba (J&K)