

# medicare

Managing Bio-Medical Wastes

## REGISTRATION FROM

Medicare Environmental Management Pvt. Ltd.

(Formerly Known As SembRamky Environmental Management Pvt. Ltd.)

CIN : U24117AP1997PTC026555

A-19, Phase-II, Bela Industrial Area,

Muzaffarpur, Bihar - 842 005

Tel : +91-7781012211 Customer care : bmw.care@ramky.com

### CUSTOMER PARTICULARS

Name of Health Care Establishment <b>SHREE NARAYAN MEDICAL INSTITUTE &amp; HOSPITAL</b>	
Billing Address <b>HANUMANI NAGAR, BHEDHARI, SAHARSA - 853001</b>	Service address (If different)
Contact Person & Designation <b>KANESHWARI KUMARI</b>	Contact Person & Designation
Telephone No. <b>9308516845</b> Fax No. <b>EMAIL - RKSINGH</b>	Telephone No. <b>GAYAK@YAHOO.COM</b> Fax No.

### WASTE INFORMATION

#### Type of Health Care Establishment

- Government Hospital/Nursing Home  
 Specialty  
 Maternity  
 Others, Please specify \_\_\_\_\_

- Private Hospital/Nursing Home  
 Specialty  
 Maternity  
 Others, Please specify \_\_\_\_\_

- Diagnostic Center/Pathology Lab  
 Pharmaceuticals

- Clinics/OPD/Day Care Center  Blood Bank  Dental Clinics  
 Others, Please specify in detail \_\_\_\_\_

#### Type of Waste

- Incinerable Waste , Quantity of Waste \_\_\_\_\_ Kg/day  
 Autoclave able Waste , Quantity of Waste \_\_\_\_\_ Kg/day  
 Sharp Items , Quantity of Waste \_\_\_\_\_ Kg/day

- Liquid Form (Pharma) , Quantity of Waste \_\_\_\_\_ Litre  
 Solid Form (Pharma) , Quantity of Waste \_\_\_\_\_ Kg/day  
 Others , Quantity of Waste \_\_\_\_\_ ( )

#### Health Care Establishment Strength

No. of Beds (For Hospital/ Nursing Home) <b>390</b>	No. of Patients Per Day <b>450</b>	No. of Attending Doctors <b>106</b>	No. of Chairs (For Dental Clinics) <b>2</b>
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### SERVICE FREQUENCY

#### Type of Service Frequency, Please tick one only.

- Daily  Once a week  Twice a week  Thrice a week  
 Fortnightly  Monthly  On-Call Basis  Others, Pls, specify

### COMMERCIAL

Registration Fee	Security Deposit	Monthly Charges	Mode of Payment	Payment Terms
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Medicare Environmental Management Pvt. Ltd. agree to provide & customer agree to accept the services described herein at the fees and frequency of service indicated above subject to the terms and conditions stipulated in the Agreement. Customer acknowledge having, read, understood, accepted and agreed to enter this Registration.

Customer Representative Name <b>KANESHWARI KUMARI</b>	Customer Company Seal 	Customer Authorised Signature & Date 
Medicare Representative Name <b>NIKHIL KR. SINGH</b>	Medicare Seal 	Medicare Authorised Signature & Date 

Master Copy / Customer Copy

भारतीय गैर न्यायिक

बीस रुपये

₹.20

भारत

Rs.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL



7350  
06/10/2020

मेडिकेयर इन्व्हायर्स मैनेजमेन्ट प्रा. लि.  
मुजफ्फरपुर  
2021

08AA 430633

अशोक तिवारी

व्यवस्थापक, महरसा

109/76

18/1/86

AGREEMENT

This Agreement has been entered on this 08 day of Jan of the year 2021.

BETWEEN

Medicare Environmental Management Pvt. Ltd., (Hereinafter referred to as Medicare) having its Registered Office at -13<sup>th</sup> Floor, Ramky Grandiose, Ramky Towers, Gachibowli, Hyderabad-500 032, Telangana. And Regional Office & Plant at: A-19, Phase-II, Bela Industrial Area, Bela, Muzaffarpur, Bihar-842005, Ph. 7781012211 duly represented by Mr. Rajeev Kumar, Sr.Manager.

AND

Name of Health Care Establishment (HCE): SHREE NARAYAN MEDICAL INSTITUTE & HOSPITAL

(Hereinafter referred to as "Generator")  
Full Address: MAHAVIR NAGAR, BHERDHARI, SAHARSA

District SAHARSA PIN 852201

Authorized representative of "Generator": KAMESHWARI KUMARI

Designation: \_\_\_\_\_

Contact No.: 93085.16845 E-mail: RKSINGH-GAYA@YAHOO.COM

For Medicare Environmental Management Pvt. Ltd

Authorized Signatory



**NOW THIS INDENTURE WITNESSETH and it is hereby covenant as follows:**

**Validity of the Agreement**

This Agreement shall remain in force for a period of five years w.e.f. 15 day of December the year 2020 to 14 day of December of the year 2025 (both days inclusive), and can be further renewed with mutual consent of both the parties. (Subject to BSPCB Authorization)

**Responsibilities of "Medicare"**

1. "Medicare" shall meet all the rules and regulations as stipulated by the SPCB.
2. "Medicare" alone is liable for any violation of the Environment (Protection) Act 1986 and the relevant rules made there under, after collection of bio-medical waste from the "Generator".
3. "Medicare" shall collect the **segregated** BMW from the identified common waste collection point within the premises of "Generator" on daily basis. "Medicare" shall provide assistance to finalize the pick-up location to the "Generator". The "Generator" shall be fully responsible for keeping the BMW under lock and key and protecting it from any sort of mishandling before it is handed over to any authorized person of Medicare.
4. Medicare shall schedule the timings for collecting the waste as per the logistics of its vehicles movement.
5. In case "Medicare" fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the "Generator" shall inform "Medicare", who shall ensure to collect the BMW from the premises of the "Generator" within the next 24 hours of the intimation.
6. "Medicare" shall transport the segregated waste in closed container vehicle to its treatment facility in enclosed bins.
7. On the written request of the "Generator", "Medicare" shall undertake to provide/educate the "Generator" and its staff, at no extra cost, the initial training about the segregation / method of collection of BMW in designated color coded plastic bags.
8. "Medicare" shall not be held liable for any kind of the violation made by the "Generator" / or its staff under the Environment (Protection) Act 1986 or any similar regulations/norms.
9. "Medicare" shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized facility as per Schedule -1 of the BMW Rules 2016 & amendments made there under.
10. "Medicare" shall also undertake testing of treated waste to ensure safety to the environment as per Rules.
11. "Medicare" shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

For Medicare Environmental Management Pvt. Ltd.



Authorized Signatory



### Responsibilities of the "Generator"

1. The "Generator" shall segregate the waste at the point of generation in accordance with the BMW Rules 2016 and in compliance with the standards prescribed there under.
2. The "Generator" shall collect and hand over the segregated BMW in plastic bags as stipulated by the BMW Rules'2016. norms.
3. All consumables including plastic bags and Puncture Proof Containers shall be procured by the "Generator" at its own cost.
4. All the bags shall be sealed tightly and labeled as per the rule by the "Generator" and "Medicare" will collect the sealed bags only from a secured designated point within the premises of the "Generator".
5. The "Generator" shall disinfect the sharps, mutilate them and hand over in PPC to "Medicare".
6. The "Generator" shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
7. The "Generator" shall establish a common secured waste collection point within its premises for collection and handing over to "Medicare".
8. The "Generator" shall furnish annual report in "Form-IV" regarding generation, collection and storage of Bio-Medical wastes in the prescribed format to State Pollution Control Board on every year before 30<sup>th</sup> June.
9. The "Generator" shall maintain all the relevant records and make reports of the accidents to SPCB, if any, on "Form-I" as prescribed under the BMW rules.
10. The "Generator" shall designate a "Nodal Officer" to interact with "Medicare".
11. The BMW handed over by the "Generator" may be checked and suggestions, if needed, may be provided for improvement in the segregation of waste by "Medicare".
12. The "Generator" shall obtain authorization from the State Pollution Control Board.
13. The "Generator" shall be solely responsible for the number of beds being declared to "Medicare", which must be same for which the authorization is obtained from State Pollution Control Board. The "Generator" shall inform "Medicare" and SPCB within seven (7) days about any change in the number of beds. Medicare shall not be responsible for any under/over declaration by "Generator" on this account.

For Medicare Entrepreneur Management Pvt. Ltd.



Authorized Signatory



**Indemnification**

The generator(s) agree to defend, indemnify & keep "Medicare" indemnified & harmless at all times from & against any & all claims, demands & damages resulting from breach of any provisions of this Agreement by him.

**Force Majeure**


No failure or omission by either Party to carry out or observe or perform any of the terms & condition of this Agreement arises from an act of God, an act or omission of Government, War or military operation, National or local emergency, fire, lightening, Explosion, Subsidence inclement weather, strikes, Riots, Acts or omissions of persons or bodies for whom the parties are not responsible or any other cause whether similar or dissimilar outside the control of both Parties.

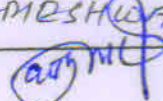
**Termination Clause**

Both the Parties would be at liberty to terminate this contract by serving a notice of three (3)Months well in advance or alternately compensating the other party by an amount equal to the average of three (3)months billing.

However, Medicare has the sole right to terminate this Agreement by providing a written notice to Generator, if the "Generator" fails to make the payment within a time frame of 3 months from the date on which they became so payable.

In the case of the termination of the Agreement by virtue of applicability of above clause, the security deposit/ advance money paid by the "Generator" shall stand forfeited without impacting the original claim of the "Medicare".

  
(Authorized Signatory - "Medicare")  
Rajeev Kumar

(Authorized Signatory - " KAMBESHWARI KUMARI ")  




## Terms & Conditions

1. The "Generator" shall pay One Time Non-Refundable Membership Registration Fee of Rs. \_\_\_\_\_.
2. The "Generator" shall pay an amount equal to 3 months of service charges as refundable/adjustable security deposit.
3. Medicare shall charge Rs. **8.05** (Rs. Eight and Five Paisa) per bed per day ( For HCEs  $\geq$  13 beds) or Rs. **2900/-** (Two Thousand Nine Hundred Only) per month (For HCEs  $\leq$  12 beds) for the service of collection, transport, treatment & disposal of BMW, subject to the condition of maximum weight limit of 250 grams/ bed/day. The quantity of waste over & above the limit shall be charged @ Rs. 30 per kg. The service charges mention herein is applicable for the declared capacity of 390 (Three Hundred) Bed only.
4. Any Taxes, Surcharges announced by State or Central Govt. / depts. regarding provision of bio medical waste management will applicable thereafter as extra. Same will be borne by the "Generator".
5. The above rates shall be increased by 6% in the first month of every calendar year on previous year's rates irrespective of registration date.
6. The number of beds as well as quantity of waste shall be reviewed annually. The Agreement may be amended suitably ,if required
7. If the "Generator" by virtue of any reason fails to make the payment within fifteen(15) days of submission of bills, "Medicare" shall charge a late payment fee @ Rs. 20 per day.
8. Medicare would be at liberty to serve the notice of termination of Agreement / suspension of services offered at any time to the "Generator" if the "Generator" fails to make the payment to "Medicare" within a time frame of three (3) months from the date on which they became so payable.
9. All payments shall be made through crossed a/c payee **demand draft or cheque**, favoring "Medicare Environmental Management Pvt. Ltd" only. TDS will be deducted according to government rule.
10. All bounced cheques shall be charged @ Rs. 300/- extra in addition to the actual bank charges.
11. The jurisdiction of Court in all disputes would be the place of regional office of "Medicare" only.

For Medicare Environmental Management Pvt. Ltd

*[Handwritten Signature]*

Authorized Signatory

