

Date: 27-06-2022

To,

Regional Officer,
U.P Pollution Control Board,
E-12/1, Sector-1,
Noida-201301

Sub: Submission of Form IV

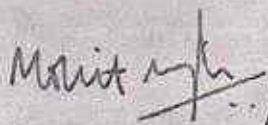
Respected Sir,

Please find attached herewith the Form IV (Annual Report of Bio-Medical Waste generation in our hospital for 1st January 2021 to 31st December 2021

Thanking You,

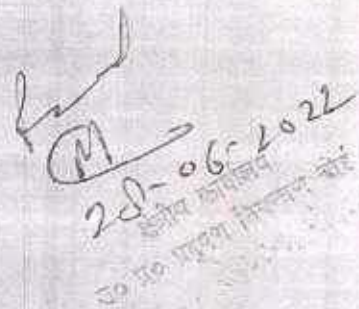
Regards,

For International Hospital Limited,



Authorized Signatory

Encl.: As Above



28-06-2022
श्रीमान्
उ.प्र. प्रदूषण नियंत्रण बोर्ड

FORM IV
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 preceding year, by the occupier of health care facility (HCF) or common bio-medical waste treatment facility (CBWTF)]

S. No.	Particulars	
1.	Particulars of the Occupier	:
	(i) Name of the authorised person (occupier or operator of facility)	: Mohit Singh (Zonal Director)
	(ii) Name of HCF or CBMWTF	: International Hospital Limited
	(iii) Address for Correspondence	: B-22, Sector-62, Noida, U. P.-201301
	(iv) Address of Facility	: B-22, Sector-62, Noida, U. P.-201301
	(v) Tel. No, Fax. No	: 0120-4300222, 0120-2403222
	(vi) E-mail ID	: contactus.noida@fortishealthcare.com
	(vii) URL of Website	: http://www.fortishealthcare.com/
	(viii) GPS coordinates of HCF or CBMWTF	: 28.6185° N, 77.3726° E
	(ix) Ownership of HCF or CBMWTF	: Private (Public)
	(x) Status of Authorisation under the Bio-Medical Waste (Management and Handling) Rules	: Authorisation No.: <u>10589190</u> valid up to <u>31.12.2025</u> (Annexure-A)
	(xi) Status of Consents under Water Act and Air Act	: 111549/UPPCB/Noida(UPPCBRO)/CTO/air/NOIDA/2020 valid till 31-12-2025 111553/UPPCB/Noida(UPPCBRO)/CTO/water/NOIDA/2020 valid till 31-12-2025 (Annexure-B I, II)
2.	Type of Health Care Facility	: HCF
	(i) Bedded Hospital	: 250

S. No.	Particulars	
	(ii) Non-bedded hospital (Clinic or Blood Bank or Clinical Laboratory or Research Institute or Veterinary Hospital or any other)	: NA
	(iii) License number and its date of expiry	: License Number: 0914100044 (Annexure-C) License Date of Expiry: 17-05-2023
3.	Details of CBMWTF	: Environ Waste Connection LLP (Annexure-D)
	(i) Number healthcare facilities covered by CBMWTF	: CBMWTF will provide the details
	(ii) No. of beds covered by CBMWTF	: CBMWTF will provide the details
	(iii) Installed treatment and disposal capacity of CBMWTF:	: CBMWTF will provide the details
	(iv) Quantity of biomedical waste treated or disposed by CBMWTF	: CBMWTF will provide the details
4.	Quantity of waste generated or disposed in Kg per annum (on monthly average basis) (Annexure-E)	: Yellow Category: 44652.22+1199.98=45852.20 (3821.02) Red Category: 28530.68 (2377.64) White: 3488.53 (290.71) Blue Category : 10692.56 (891.05) General Solid waste:
5.	Details of the Storage, treatment, transportation, processing and Disposal Facility	
	(i) Details of the on-site storage facility	Size: NA
	We have Contract with outside vendor for the same	Capacity: NA
		Provision of on-site storage : NA

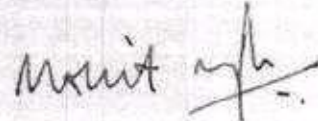
S. No.	Particulars				
	(ii) Disposal facilities	Type of treatment equipment	No. of units	Capacity Kg/day	Quantity treated or disposed in kg per annum
		Incinerators			
		Plasma Pyrolysis			
		Autoclaves			
		Microwave			
		Hydroclave			
		Shredder			
		Needle tip cutter or destroyer:			
		Sharps encapsulation or concrete pit			
		Deep burial pits:			
		Chemical disinfection:			
		Any other treatment equipment:			
	(iii) Quantity of recyclable wastes sold to authorize recyclers after treatment in kg per annum.	Red Category (like plastic, glass etc.) CBMWTF will provide the details			
	(iv) No of vehicles used for collection and transportation of biomedical waste	CBMWTF will provide the details			
	(v) Details of incineration ash and ETP sludge generated and disposed during the treatment of wastes in Kg per annum		Quantity generated	Where disposed	
		Incineration Ash			
		ETP Sludge			
	(vi) Name of the Common Bio-Medical Waste Treatment Facility Operator through which wastes are disposed of	CBMWTF will provide the details Environ Waste Connection LLP			
	(vii) List of member HCF not handed over bio-medical waste	CBMWTF will provide the details			

S. No.	Particulars	
6.	Do you have bio-medical waste management committee? If yes, attach minutes of the meetings held during the reporting period	Yes Minutes of the Meeting Attached (Annexure-F)
7.	Details trainings conducted on BMW	
	(i) Number of trainings conducted on BMW Management.	65 (NURSING) + 49 (ACA) + 8 (HK) : TOTAL 122
	(ii) number of personnel trained	848 (NURSING) + 830 (ACA) + 66 (HK): TOTAL 1744
	(iii) number of personnel trained at the time of induction	158 (HR induction training sheet available with HR trainer)
	(iv) number of personnel not undergone any training so far	NA
	(v) whether standard manual for training is available?	Yes
	(vi) any other information)	NA
8.	Details of the accident occurred during the year	
	(i) Number of Accidents occurred	Nil (Form-I Attached (Annexure-G))
	(ii) Number of the persons affected	Nil
	(iii) Remedial Action taken (Please attach details if any)	Counselling & Training on Appropriate PPE & Waste Management and audit to monitor.
	(iv) Any Fatality occurred, details	NA
9.	Are you meeting the standards of air Pollution from the incinerator? How many times in last year could not met the standards?	NA (CBMWTF Responsibility)
	Details of Continuous online emission monitoring systems installed	NA (CBMWTF Responsibility)

S. No.	Particulars	
10.	Liquid waste generated and treatment methods in place. How many times you have not met the standards in a year?	Yes Always compliant with the standards
11.	Is the disinfection method or sterilization meeting the log 4 standards? How many times you have not met the standards in a year?	Yes Always compliant with the standards
12.	Any other relevant information	NA (CBMWTF Responsibility)

Certified that the above report is for the period from 01.01.2021 up to 31.12.2021

Date: 27th June 2022



Name and Signature of the Head of the Institution

Place: Noida, Uttar Pradesh



Annexure - A

UTTAR PRADESH POLLUTION CONTROL BOARD

TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone : 2400852, 2400851, Fax: 0651- 2400850

<http://www.uppcb.com/>

FORM III (See Rule 10) AUTHORISATION

(AUTHORISATION FOR OPERATING A FACILITY FOR COLLECTION, RECEPTION, TREATMENT, STORAGE, TRANSPORT AND DISPOSAL OF BIOMEDICAL WASTES)

1. File no. of authorisation and date of issue: No:- 10589190 and Date:-16/05/2021
2. M/s INTERNATIONAL HOSPITAL LIMITED, HARDEEP SINGH an occupier or operator of the facility located at PLOT NO B-22 SECTOR-62 NOIDA, GAUTAM BUDH NAGAR, 201301 is hereby granted an authorisation for:

Generation, segregation	<input checked="" type="checkbox"/>	Collection	<input checked="" type="checkbox"/>
Storage	<input checked="" type="checkbox"/>	Transportation	<input checked="" type="checkbox"/>
Reception	<input checked="" type="checkbox"/>	Use	
Recycling Packaging	<input checked="" type="checkbox"/>	Offering for sale Transfer	<input checked="" type="checkbox"/>
Treatment or Processing or Conversion		Disposal or destruction	<input checked="" type="checkbox"/>
Any other form of handling			

3. M/s INTERNATIONAL HOSPITAL LIMITED is hereby authorized for handling of biomedical waste as per the capacity given below:
 - (i) Number of beds of HCF: 250
 - (ii) Number of health care facilities covered by CBMWTF: NA
 - (iii) Installed treatment and disposal capacity: NA
 - (iv) Area or distance covered by CBMWTF: NA
 - (v) Quantity of Biomedical waste handled, treated or disposed: NA
4. This authorisation shall be in force for a period of 5 Years from the date of issue.

- 4.1 The authorization shall be valid for till 31/12/2025
5. This authorisation is subject to the conditions stated below and to such other conditions as may be specified in the rules for the time being in force under the Environment (Protection) Act, 1986

Date: 16/05/2021
Place: PLOT NO B-22 SECTOR-62
NOIDA, GAUTAM BUDH NAGAR, 201301

VIVEK ROY
Chief Environmental Officer

Terms and Conditions of Authorisation

1. The authorisation shall comply with the provisions of the Environment (Protection) Act, 1986 and the rules made there under.
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the prescribed authority.
3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the biomedical wastes without obtaining prior permission of the prescribed authority.
4. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.
5. It is the duty of the authorised person to take prior permission of the prescribed authority to close down the facility and such other terms and conditions may be stipulated by the prescribed authority.
6. The Unit will file the renewal application at least 2 months prior to the expiry of this Order

Specific Conditions:

1. The authorisation shall comply with the provisions of the Environment (Protection) Act, 1986 and the rules made there under.
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the prescribed authority.
3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the biomedical wastes without obtaining prior permission of the prescribed authority.
4. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.
5. It is the duty of the authorised person to take prior permission of the prescribed authority to close down the facility and such other terms and conditions may be stipulated by the prescribed authority.
6. The Unit will file the renewal application at least 2 months prior to the expiry of this Order

Memo No.: 10589190

Dated: 16/05/2021

Copy To:
Regional Officer, UPPCB, Noida.

VIVEK ROY
Chief Environmental Officer



Annexure-B

UTTAR PRADESH POLLUTION CONTROL BOARD

Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

CONSENT ORDER

Ref No. - 111549/UPPCB/Noida(UPPCBRO)/CTO/air/NOIDA/2020

Dated : 19/05/2021

To ,

Shri HARDEEP SINGH
M/s INTERNATIONAL HOSPITAL LIMITED
B - 22, SECTOR - 62, NOIDA,GAUTAM BUDH NAGAR,
NOIDA

Sub : Consent under section 21/22 of the Air (Prevention and control of Pollution) Act, 1981 (as amended) to M/s. INTERNATIONAL HOSPITAL LIMITED

Reference Application No. 10221260

Dated : 19/05/2021

1. With reference to the application for consent for emission of air pollutants from the plant of M/s INTERNATIONAL HOSPITAL LIMITED. under Air Act 1981. It is being authorised for said emissions, as per the standards, in environment, by the Board as per enclosed conditions .
2. This consent is valid for the period from 01/01/2021 to 31/12/2025 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 21 (6) of the Air (Prevention and Control of Pollution) Act, 1981 as amended.
This consent is being issued with the permission of competent authority .

For and on behalf of U.P. Pollution Control Board

CEO-1

Enclosed : As above
(condition of consent):

Copy to: Regional Officer, UPPCB, Noida.

CEO-1

U.P. Pollution Control Board

Dated : 19/05/2021

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Health care facility.
2. This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/ process /fuel/ plant machinery failing which consent would be deemed void.
- 3(a) The maximum rate of emission of flue gas should not be more than the emission norms for the stacks.
- 3(b) Air Pollution Source Details.

Air Pollution Source Details					
S.No	Air Pollution Source	Type of Fuel	Stack No.	Parameters	Height
1	750 KVAX3 DG Sets	HSD		Sulphur Dioxide	As per EP Act 1986

- 3(c) The emissions by various stacks into the environment should be as per the norms of the Board .

Emission Quality Details Detail			
S.No	Stack No	Parameter	Standard
1	1	Sulphur Dioxide	As per EP Act 1986

4. Quantity of other pollutants should also be as per the norms prescribed by the Board/MOEF & CC/or otherwise mandatory .
5. The equipment for air pollution control system and monitoring ,as proposed by the industry and approved by the Board should be installed in their premises itself .
6. The modification or installation in the existing pollution control equipments should be done only by prior approval of Board .
7. The operation of air pollution control system and maintenance be done in such a way that the quantity of pollutants should be in accordance with the standards prescribed by the Board/MoEF & CC/or otherwise mandatory .
8. Unit should do provisions for fugitive emissions chimney/stack as per the norms of the Board/MOEF & CC/or otherwise mandatory .
9. The unit should submit the stack emissions monitoring report within one month from issuance of consent order along with the point wise compliance report of the consent order . Further quarterly monitoring report should be submitted .

The Unit will file the renewal application at least 2 months prior to the expiry of this Order.
Specific Conditions:

1. The industry should be operated in such a manner that it does not adversely affect the environment and the solid waste generated such as ash etc. be disposed in eco friendly manner.
2. Any source of emission other than that mentioned in the Air consent seeking application will not be permitted by the Board. The industry shall only use PNG as fuel once PNG pipeline is available in that industrial area.
3. The industry should ensure the operation of the air pollution control system (APCS) in such a manner that the air emission conforms with the standards prescribed under the E.P Act 1986 as amended and will ensure the continuous and uninterrupted data supply from the OCEEMS to the SPCB and CPCB server.
4. The industry shall submit the point wise compliance report of the conditions imposed in the CTO issued to the unit for the year 2020 and the audited balance sheet for the current year within two months otherwise this CTO may be revoked.
5. This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/ process /fuel/ plant machinery failing which consent would be deemed void.
6. Industry shall abide by orders / directions issued by Hon'ble Supreme court Hon'ble High Court, Hon'ble National Green tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safe guard of environment from time to time.
7. Industry shall submit monitoring reports of all stacks and ambient air quality from a certified /approved laboratory under E.P. Act 1986.
8. Industry shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
9. The unit shall submit the details of fees deposited during last three years within a month.
10. The unit shall obtain prior consents in the event of any addition of new emission generation sources such as- Boiler/ Furnace/ Heaters/ D.G. Sets or alteration of existing emission sources in accordance with section- 21/22 of air Act 1981 (as amended respectively).
11. The use of Pet coke and Furnace oil as a fuel is restricted in compliance of the Hon'ble Supreme court order.
12. Industry shall submit Environmental Statement in prescribed format as per rule no.14 as per E.P Rules 1986.
13. Minimum 33% of the land on which industry is established will be covered by the plantation of tall trees of suitable species as per the guidelines set up by the Board vide its Office Order no.11-16405/220/2018/02 dt. 16/02/2018. The copy of this guideline is available at URL http://www.uppcb.com/pdf/Green-Belt-Guidle_160218.pdf.

Issued with the permission of competent authority .

For and on behalf of U.P. Pollution Control Board .

CEO-1

Annexure-B



UTTAR PRADESH POLLUTION CONTROL BOARD
Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010
Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

CONSENT ORDER

Ref No. -
111553/UPPCB/Noida(UPPCBRO)/CTO/water/N
OIDA/2020

Dated : 16/05/2021

To ,

Shri HARDEEP SINGH
M/s INTERNATIONAL HOSPITAL LIMITED
B - 22, SECTOR - 62, NOIDA,GAUTAM BUDH NAGAR,
NOIDA

Sub : Consent under Section 25/26 of The Water (Prevention and control of Pollution) Act, 1974
(as amended) for discharge of effluent to M/s. INTERNATIONAL HOSPITAL LIMITED

Reference Application No :10221765

Dated :16/05/2021

1. For disposal of effluent into water body or drain or land under The Water (Prevention and control of Pollution) Act,1974 as amended (here in after referred as the act) M/s. INTERNATIONAL HOSPITAL LIMITED is hereby authorized by the board for discharge of their industrial effluent generated through ETP for irrigation/river through drain and disposal of domestic effluent through septic tant/soak pit subject to general and special conditions mentioned in the annexure ,in reference to their foresaid application .
2. This consent is valid for the period from 01/01/2021 to 31/12/2025 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 27(2) of the Water (Prevention and Control of Pollution) Act, 1974 as amended .

This consent is being issued with the permission of competent authority .

For and on behalf of U.P. Pollution Control Board

CEO-1

Enclosed : As above
(condition of consent):

Copy to: Regional Officer, UPPCB, Noida.

CEO-1

U.P. POLLUTION CONTROL BOARD, LUCKNOW

Annexure to Consent issued to M/s.INTERNATIONAL HOSPITAL LIMITED vide

Consent Order No. 10221765/ Water

Dated : 16/05/2021

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Health care facility.
2. The quantity of maximum daily effluent discharge should not be more than the following :

Effluent Discharge Details			
S.No	Kind of Effluent	Maximum daily discharge,KL/day	Treatment facility and discharge point
1	Domestic	140 KLD	STP
2	Industrial	1.0 KLD	ETP

3. Arrangement should be made for collection of water used in process and domestic effluent separately in closed water supply system. The treated domestic and industrial effluent if discharged outside the premises, if meets at the end of final discharge point, arrangement should be made for measurement of effluent and for collecting its sample. Except the effluent informed in the application for consent no other effluent should enter in the said arrangements for collection of effluent. It should also be ensured that domestic effluent should not be discharged in storm water drain .

- 4(a) The domestic effluent should be treated in treatment plant so that the should be in conformity with the following norms dated treated effluent .

Domestic Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	As per EP Act 1986
2	BOD	As per EP Act 1986
3	COD	As per EP Act 1986
4	Oil & Grease	As per EP Act 1986
5	Quantity of Discharge	140 KLD

- 4(b). The industrial effluent should be treated in treatment plant so that the treated effluent should be in conformity with the following norms .

Industrial Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	As per EP Act 1986
2	BOD	As per EP Act 1986
3	COD	As per EP Act 1986
4	Oil & Grease	As per EP Act 1986
5	Quantity of Discharge	1.0 KLD

5. Effluent generated in all the processes, bleed water, cooling effluent and the effluent generated from washing of floor and equipments etc should be treated before its disposal with treated industrial effluent so that it should be according to the norms prescribed under The Environment (Protection) Act,1986 or otherwise mandatory .
6. The other pollutant for which norms have not been prescribed, the same should not be more than the norms prescribed for the water used in manufacturing process of the industry .
7. The method for collecting industrial and domestic effluent and its analysis should be as per legal Indian standards and its subsequent amendments/standards prescribed under The Environment (Protection) Act, 1986.
8. The treated domestic and industrial effluent be mixed (as per the provisions of Condition No. 2) and disposed of on one disposal point. This common effluent disposal point should have arrangement for flow meter/V Notch for measuring effluent and its log book be maintained .

9. The Unit will file the renewal application at least 2 months prior to the expiry of this Order.

Specific Conditions:

- 1- The industry shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Sewage/Effluent treatment plant.
- 2- The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the SPCB and CPCB server.
- 3- The industry should ensure the operation of the Stp/ETP in such a manner that it confirm the standards lay down
- 4- The treated effluent shall be allowed to be discharged in the ambient environment only after exhausting options for reuse in industrial process/irrigation in order to minimise freshwater usage.
- 5- Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized.
- 6- The industry will have to ensure permission from the UPGWD/CGWA for ground water extraction and it will be the responsibility of the industry to comply with the various conditions of the permission taken.
- 7- The industry shall submit the point wise compliance report of the CTO issued by the Board for year 2020 and audited balance sheet for the current year and the details of fees deposited during last three years within a month otherwise this CTO may be revoked.
- 8- If the CPCB or UPPCB issues the Closure order against the industry this consent order stands automatically suspended for that period.
- 9- The industry shall submit Environmental Statement in prescribed form V as per rule no.14 of E.P Rules 1986.
- 10- This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
- 11- The industry shall abide by orders/directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safeguard of environment from time to time.
- 12- The industry shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended, and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and all other applicable rules notified under E.P. Act 1986.
- 13- Minimum 33% of the land on which industry is established will be covered by the plantation of tall trees of suitable species as per the guidelines set up by the Board vide its Office Order no.H-16405/220/2018/02 dt. 16/02/2018. The copy of this guideline is available at URL http://www.uppcb.com/pdf/Green-Belt-Guidle_160218.pdf.

Issued with the permission of competent authority .

For and on behalf of U.P. Pollution Control Board .

CEO-1

Annexure-C

Provisional registration No.0914100046



GOVERNMENT OF UTTAR PRADESH

**District Registering Authority
GAUTAM BUDDHA NAGAR**

CERTIFICATE OF PROVISIONAL REGISTRATION

This is to certify that *Fortis Hospitals Limited* located at *Plot No. B-22, Sector-62, Noida, Uttar Pradesh-201301* owned by *MOHIT SINGH* has been granted provisional registration as a clinical establishment under Section 15 of The Clinical Establishments (Registration and Regulation) Act, 2010. The Clinical Establishment is registered for providing medical services as a *Hospital, Multi-speciality, Physiotherapy, Dental Clinic, Dialysis, Day Care Centre, Multi-speciality, Pathology, Haematology, Biochemistry, Microbiology, Collection Centre, Xray Centre, BCG Centre, MRI Centre, UltraSound Centre, CTScan Centre* under *Allopathy* System of Medicine.

This Certificate is valid for a period of one year from the date of issue.


DRA, Gautam Buddha Nagar
District Registering Authority

Place: Gautam Buddha Nagar

Date of Issue: 18/05/2022

*Terms and Conditions of Registration**

1. The holder of this Certificate of Registration shall comply with all the provisions of Clinical Establishment Act (Registration and Regulation) 2010 and the Rules made there under.
2. The Certificate of Registration is not transferable. The Certificate of Registration shall be displayed in a prominent place in a part of the premises open to the public.
3. Any change of ownership or change of category or change of management or on ceasing to function in clinical establishment, the certificate of registration shall be surrendered to the authority and application for fresh registration submitted.

**Additional terms and conditions are as stipulated by the appropriate registering authority.*

<http://clinicalestablishments.gov.in/webcontent/pages/Users/Registration.aspx?HowApplyforReg?category=0&id=7617&appXXX.in.1/16/2016/0123>

Annexure-D

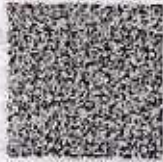


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP48638574206018T
Certificate Issued Date : 17-Mar-2021 08:26 AM
Account Reference : NEWIMPACC (SV)/ up14010004/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1401000484428908876569T
Purchased by : International Hospital Ltd
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : B-22, SECTOR-62, NOIDA (U.P.)-201301
Consideration Price (Rs.) :
First Party : International Hospital Ltd
Second Party : OTHER
Stamp Duty Paid By : International Hospital Ltd
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

AGREEMENT

This Agreement ("Agreement") is made and executed at New Delhi on this 01st day of September 2021 by and between

International Hospital Limited, a company incorporated under the laws of India and having its registered office at Fortis Memorial Research Institute, Sector 44, Gurgaon -122002








Secretary State
For any queries or for claim certificate amount for verified or issue who is the part of the Government of Uttar Pradesh at the address of the Certificate issued, please contact the State Secretary, Government of Uttar Pradesh at the address of the certificate.
For any other queries, please contact the State Secretary.

(hereinafter referred to as "First Party" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PART;

AND

Environ Waste Connection LLP, a company incorporated under the laws of India and having its registered office at D-27/1, Street No-9, Near 30 Fatta Road, Johripur Extn., Delhi-110094 through its authorized signatory (hereinafter referred to as "Second Party" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE SECOND PART.

WHEREAS

- A. First Party owns and operate a hospital in name and style of "Fortis Hospital" at B-22, Sector 62, Noida ("Hospital").
- B. First Party declares that the Hospital has 250 (Two Hundred and Fifty) in- patient beds and has dedicated Out Patient Department and Diagnostic area in the Hospital premises.
- C. Second Party is engaged in the business of providing requisite services and facilities for collection, transportation, reception, storage, treatment and disposal of bio medical waste from the Hospital and has the requisite experience, competence and ability (both in terms of equipment and trained manpower) in providing the said bio medical waste management services.
- D. Second Party has been duly authorized by the State Pollution Control Board, under Bio-Medical Waste Management Rules for operating the Common Bio-Medical Waste Treatment Facility and providing the services for the collection, transportation, reception, storage, treatment and disposal of bio medical waste.
- E. First Party has approached the Second Party to provide the Bio Medical Waste Management Services ("Services") by way of collection, transportation, reception, storage, treatment and disposal of bio medical waste generated at the Hospital.
- F. Relying on the representations made by the Second Party and mutual discussions held the First Party has agreed to enter into this Agreement with Second Party for outsourcing the bio medical waste management services and the Parties now wish to record the terms and conditions on which Second Party shall provide the bio medical waste management services.

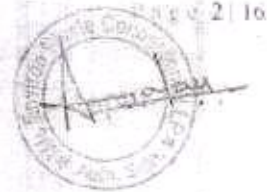
NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings assigned to them herein below:



Signature



Page 2 | 16

"Agreement" shall mean this Agreement entered into between parties and any revision or modification thereof setting out the details of the Services to be provided by the Second Party to First Party including attached schedules / annexures and addendums or letters that may be exchanged between the Parties;

"Applicable Laws" means all laws including without limitation Bio Medical Waste Management Rules, 2016, The Water (Prevention and Control of Pollution) Act, 1974, The Air Prevention and Control of Pollution) Act, 1981, including amendments in these acts/rules time to time, bye-laws, rules, regulations framed under Acts and other applicable orders, ordinances, circulars, notifications, directions, judgments, decrees or other requirements or official directive of any governmental authority or department or person acting under the Authority, in effect on the date of execution of the Agreement, or thereafter.

"Authority" means any national, regional or local government or governmental, administrative, fiscal, judicial quasi-judicial, or government-owned body, department, commission, authority, tribunal, agency or entity.

"Bio Medical Waste" shall mean all the waste, which is generated in the Hospital during the diagnosis, treatment, surgery or immunization of human beings or animals or in research activities pertaining thereto or in the production or testing of biologicals including all categories covered under the relevant Applicable Laws.

"Confidential Information" means all material, non-public information marked 'confidential' or 'proprietary' at the time of disclosure relating to the Services in terms of the Agreement or associated with the Company's activities (including the Company's business affairs, financial dealings, operations, commercial strategies, business strategies, business plans, processes, technical information, clients and supplier information, patient information, goodwill and reputation, know-how, proprietary rights, Intellectual Property Rights, designs, trade secrets, and market opportunities) which is disclosed by the Company (or on the Company's behalf) to other Party in connection with the Agreement;

Exceptions: The Receiving Party's obligations shall not apply to information which:

- (i) Party already controlled, possessed or developed, prior to receipt from the Company; or
- (ii) Was in the public knowledge at the time it was disclosed under the Agreement or becomes available to the public without breach of the Agreement; or
- (iii) The Party lawfully received without any such restrictions or obligations of confidentiality from a third party who in turn received such information legally and not in breach of any obligation of confidentiality;
- (iv) Is required to be disclosed by the Receiving Party under Applicable Laws, court orders or any order from a regulatory or governmental authority.

Vee B



Apinit Singh



3/16

"Disclosing Party" shall mean the Party which discloses Confidential Information to the other Party arising out of or during the course of discharging obligations in terms of the Agreement.

"Effective Date" shall mean 01st September 2021.

"Force Majeure" shall mean any act of God, civil commotion, riot, war, earthquake, fire, flood, explosions, terrorist activity or any notice, order or notification of the government, public body or any other statutory authority on which either Party has no control and is beyond the control of the Parties.

"Party" shall mean either Second Party or First Party.

"Parties" shall mean joint reference Second Party and First Party.

"Receiving Party" shall mean the Party which receives Confidential Information of the other Party arising out of or during the course of discharging obligations in terms of the Agreement.

"Services" shall collectively mean and refer to the gamut of bio medical waste management services to be provided by the Second Party and shall include without limitation the collection, transportation, reception, storage, treatment and disposal of bio medical waste.

Interpretation

- (i) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- (ii) References in this Agreement to Articles, Clauses, Schedules and Annexures are references to articles, and clauses in and schedules and annexures to this Agreement. The Annexures or Schedules to this Agreement shall be deemed to form an integral part of this Agreement.
- (iii) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. SCOPE OF THE AGREEMENT

- 2.1 During the Term hereof or the extended term as the case may be, Second Party shall render the Services at the Hospital in accordance with the service level requirements and qualitative standards set out in Annexure A hereof. Second Party shall perform the said Services of its own and to the complete and utmost satisfaction of the First Party and shall not engage a subcontractor without the express written consent of First Party for the performance of the said Services.



Munit Singh



2.2 The collection of the Bio Medical Waste shall be done by the Second Party in an uninterrupted and efficient manner on a daily basis and Second Party and all its employees shall ensure strict adherence to the schedule and timings. In the event there is any change in the timing, the First Party shall communicate the same to the Second Party who shall be obliged to followed the revised timelines.

3. OBLIGATIONS OF SECOND PARTY

3.1 Second Party has agreed to perform the following services faithfully and diligently during the Term of this Agreement:

- (i) Provide the Services in a competent, efficient and uninterrupted manner and follow all hygiene and quality service standards, in rendering the Services in accordance with Applicable Laws and Annexure A hereof.
- (ii) Ensure that all the Bio-Medical Waste is collected, stored, treated and disposed of in accordance with Applicable Laws, and in compliance with the standards prescribed in Schedule of the Bio-Medical Waste Management Rules. Second Party shall also ensure that appropriate treatment and disposal of waste is done at the centralized facility as provided in the Schedule I of the Bio Medical Waste Management Rules, 2016 as amended from time to time.
- (iii) Ensure that the staff of the First Party signs the Daily Route Chart in the acknowledgment of the Bio Medical Waste handed over. The Second Party staff shall sign the Register to be maintained by the First Party in acknowledgment of the waste collected.
- (iv) Ensure that all the untreated Biomedical Waste is transported only in such vehicle as may be authorised for the purpose by the competent authority as specified by the Government.
- (v) Maintain all records relating to the collection, transportation, reception, storage, treatment and disposal and/or any form of handling of Bio-Medical Waste & removal of STP Sludge in accordance with the Applicable Laws, rules and any guidelines.
- (vi) Ensure that the Bio Medical Waste are collected, treated, re-cycled, re-processed, stored or disposed of only in such facilities as may be authorized by the state pollution control board for the purpose.
- (vii) Provide at its sole cost and expense a competent and trained team for rendering the Services as per the agreed requirements. In case any personnel found not meeting the requirement, Second Party shall be obliged to replace the same immediately.
- (viii) Ensure that the staff of Second Party collects Bio Medical Waste which are properly segregated and packed in accordance with the guidelines of Bio- Medical Waste Management Rules.

100



[Handwritten signature]



- (ix) Second Party shall ensure that the container in which Bio Medical Waste is carried to any waste treatment facility outside the Hospital, shall, have the label as prescribed in Bio- Medical Waste Management Rules, and shall also carry information prescribed in Bio- Medical Waste Management Rules.
- (x) Second Party shall establish bar coding and global positioning system for handling of bio- medical waste as per the Biomedical Waste Rules 2016
- (xi) Ensure giving due acknowledgement / signature to the staff of First Party on the collection of Bio Medical Waste.
- (xii) Procure police verification for all its employees. Second Party shall be solely responsible for any loss suffered by First Party on account of negligence, vandalism or theft. Second Party shall have to compensate fully the First Party for any loss suffered on this account.
- (xiii) First Party reserves the right to have designated representative's review, inspect and evaluate the operation and condition of the Services with respect to the quality, the methods of service, the hours, safety and sanitation. In case the quality of service is not found to the desired standards and specifications, action as deemed fit will be taken against the Second Party. First Party reserves the right either to terminate the Agreement forthwith or get the deficiency removed at the cost of Second Party and/or deduct such amount from the monthly service charges bill for the deficient services as may be determined by First Party. The decision of the First Party in this regard shall be final.
- (xiv) The Second Party shall be liable for all damages caused to the environment or third party due to improper handling, transportation and disposal of the Bio Medical Wastes and shall be solely and exclusively liable to pay financial penalties as levied for any violation of the provisions under the Applicable Laws and rules including of the State Pollution Control Board. Further, Second Party hereby agrees to indemnify and keep the First Party harmless and indemnified from and against all and any damages, penalties, fines that may be initiated by third parties and or by the appropriate authority under the Bio Medical Waste Management Rules and the Applicable laws
- (xv) Second Party understands and agrees that employees, associates and affiliates of Second Party shall not be considered officers, employees or agents of First Party, and are not entitled to benefits of any kind or nature normally provided to employees of First Party.
- (xvi) Second Party assumes full responsibility for Second Party's acts or liabilities of employees, contractors, contract labour, consultants or agents as they relate to the Services performed under this Agreement. Second Party shall be responsible for the salaries, wages, statutory payments & the like of to the Second Party's employees, contractors, contract labours, consultants and agents. Under no circumstance shall First Party shall be liable for any payment or claim or compensation (including but not limited to compensation on account of injury /death /termination) of any

[Handwritten signature]



[Handwritten signature]



nature to such foregoing persons at any point of time during the currency of this Agreement or thereafter and Second Party shall keep First Party indemnified.

(xvii) Second Party shall recruit at its sole cost and expense requisite manpower.

4. LEGAL COMPLIANCE

- (a) Second Party shall apply for, obtain and pay for any and all required permissions, permits, approvals, certificates, licenses and/or registrations (In its own name or in the name of First Party as may be required) as necessary under Applicable Laws for the proper execution and provision of the Services. Second Party shall provide / display copies of all the valid permissions, permits, approvals, certificates, licenses as and when required by First Party from time to time and shall keep in full force and effect all licenses, approvals and regularizations during the entire Term of the Agreement.
- (b) Second Party agrees that for any person who is employed/engaged in connection with the Services it will be liable and responsible for all compliances under all Applicable Laws not limited to relevant labour legislations and undertakes to pay all statutory payments, contributions, benefits, compensation, wages, taxes, fees, levies, etc. as may be due and payable under various laws. Under no circumstances shall First Party be liable or responsible in any manner for any compliances or payment to any government authority/agency or to the person concerned. Such employees shall at all times remain and be construed to be the employees of the Second Party alone. There shall be no employee-employer relationship between First Party and the employees engaged / deployed by the Second Party. In the event any claim is raised by any such employee/person engaged by the Second Party, the Second Party shall be solely liable to deal with the same and will be fully accountable and responsible for the same. The Second Party assumes the full responsibility for its acts or liabilities of its employees, contractors, contract labor, consultants, vendors or agents as they relate to the Services performed under the Agreement.
- (c) Second Party including their sub-contractors (if permitted in writing by First Party) shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by First Party or by any authority under those statutes.
- (d) Second Party shall as and when required by First Party deliver to First Party all documents or other evidence which may be required to establish the compliance by Second Party and its sub-contractors with all Applicable Laws and these shall always be open to audit and/or inspection by First Party, its agents and/or associates. The audit and/or inspection of the Second Party will be on a monthly or quarterly basis, as First Party may find reasonable. Any non-compliance detected in any respect will be treated as material breach of the obligation of the Second Party.
- (e) Second Party shall purchase and maintain insurance, in addition to the insurance coverage statutorily required under labour laws to protect it from claims by personnel engaged by it directly or indirectly in connection with the Services for acts, omissions etc. including but not limited to claims for damages because of bodily injury, disability

(Signature)



(Signature)



benefit, occupational sickness or disease, or death of its employees. Second Party shall provide First Party with copies of insurance certificates during the term of the Agreement.

- (f) Second Party shall ensure that its employees observe perfect Safety Health and Environment "SHE" and shall ensure that adequate training programme is carried out by a qualified Training Manager on location to ensure that the "SHE" policy of First Party is fully implemented in every facet of services entrusted.

5. PAYMENT

In consideration for the provision of Services by Second Party, Second Party shall be paid service charges as per attached Annexure-B on a monthly basis subject to Second Party meeting all service level and quality standards. First Party shall arrange to make payment for invoice, subject to any deduction on account of any deficiency in services, within fifteen (15) days of the receipt of the invoice. All charges are inclusive of all levies and taxes. First Party shall deduct all taxes at source as prescribed by present or future Tax Laws of India. In case of any deficiency of services by Second Party, First Party shall be entitled to reduce the service charges to the extent of the deficiency as determined by First Party in its sole discretion. The current charges are as per the weight of number of beds. In the event there is any additional load the same would be charged on per kilogram basis.

6. REPRESENTATION AND WARRANTIES

Second Party represents warrants and undertakes to First Party that:

- (i) **Due Authorization**
Second Party has all the licenses and the approvals that are required under the Applicable Laws for providing the Services under this Agreement. Second Party has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the proposed arrangement. The execution, delivery and performance by Second Party of this Agreement and the consummation by Second Party of the proposed arrangement have been duly and validly approved by the board of directors of Second Party. When executed and delivered, this Agreement will constitute valid and legally binding obligations of Second Party enforceable in accordance with its terms.
- (ii) **No Conflict**
The execution, delivery and performance by Second Party of this Agreement and the consummation by Second Party of this Agreement (i) does not violate any Applicable Laws, (ii) does not violate or conflict with any provision of the constitutional documents, including the memorandum and articles of association of Second Party or any agreement between Second Party and any third party(ies).
- (iii) **Consents and Approvals**
All consents and approvals for the provisions of the Services under Applicable Laws have been complied with. None of such consents and approvals are the subject of any pending or threatened review or attack by appeal or direct proceedings or otherwise.



[Handwritten signature]



The representations and warranties made hereinabove shall survive the agreement and the company has entered into this agreement based on the aforesaid representations and warranties.

7. INDEMNITY AND LIABILITY OF SECOND PARTY

7.1 It is agreed between the Parties that the Second Party shall be liable for all damages caused to the environment or third party due to improper handling, transportation and disposal of the Bio Medical Wastes and shall be solely and exclusively liable to pay financial penalties as levied for any violation of the provisions under the Applicable Laws and rules including of the state pollution control board. Further, Second Party hereby agrees to indemnify and keep the First Party harmless and indemnified from and against all and any damages, penalties, fines that may be initiated by third parties and or by the appropriate authority under the Bio Medical Waste (Management & Handling) Rules and the Applicable laws.

7.2 Second Party shall keep and hold First Party its directors, its officers, employees, representatives, successors, and assigns, or any such person indemnified and harmless from and against any and all losses, claims, damages or liabilities (including actual attorney's fees) expenses costs, and charges of any kind whatsoever joint or several to which First Party may become subject, in connection with any action, claim or proceeding resulting from third party claims, suits, demands, actions, proceedings, judgments, assessments, against First Party occasioned by, arising out of or resulting from (i) any breach of the terms of this Agreement by Second Party including breach of representations and warranties or (ii) claims by third parties, including on account of injury, damage or illness directly arising from the provision of the Services envisaged in the Agreement or (iii) any claims against First Party arising from any negligent act or omission of Second Party or Second Party's employees, agents, contractors or sub-contractors or their employees (iv) any statutory liability/penalty that may be imposed on First Party pursuant to or arising from the Services as mentioned herein.

7.3 This indemnity shall survive termination or expiry of this Agreement.

8. TERM AND TERMINATION

8.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Article 8.2, shall remain in force from the Effective Date till 31st August 2024.

8.2 Notwithstanding anything contained in Article 8.1 above, this Agreement may be terminated by the First Party upon one written month's notice to the Second Party without assigning any reason.

8.3 The right of either Party to terminate this Agreement will be in addition to any other remedies it may have. All remedies to either Party under this Agreement are cumulative and not alternative and may be enforced successively or concurrently.

8.4 Expiry/termination of this Agreement will be without prejudice to any rights that

V...



... ..



either Party may have accrued against the other prior to termination.

- 8.5 All payments becoming due and payable to the Parties as on the date of termination, under the terms of this Agreement shall continue to be due and payable to the Parties notwithstanding the termination hereof subject to adjustment for an account of deficiency of Services as determined by the First Party.
- 8.6 On termination Second Party and its employees shall cease to perform the Services.
- 8.7 Second Party shall be liable and responsible to make all statutory payments to its staff and personnel and fulfill all statutory obligations and liabilities and obtain suitable discharge in favour of First Party so that no liability whatsoever or obligation is foisted on the First Party from the amounts due to be paid to First Party or otherwise.

9. **ASSIGNMENT**

Second Party shall not assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the First Party; provided that First Party may assign its rights and obligations under this Agreement to an Affiliate, associate or subsidiary. Subject to the foregoing, the Agreement shall be binding on the Parties and their respective successors and assigns.

10. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

11. **CONFIDENTIAL INFORMATION**

- (a) Each Party shall keep secret all Confidential Information, disclosed orally or in writing or in any electronic form, transmitted to it or made available to it by the Disclosing Party to the Receiving Party during the course of rendering/receiving Services in terms of the Agreement and shall not disclose, divulge, misuse, exploit or pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.
- (b) The Parties shall not disclose the terms of the Agreement or make any announcement in respect of the subject matter of the Agreement without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the Disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure prior to the same; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.
- (c) Each of the Parties shall disclose the Confidential Information of the other Party only to such of its own employees as is required on a 'need to know basis'; restricted to a minimum number as shall require the information to accomplish the purpose of the Agreement, and shall treat such Confidential Information with the same degree of care

(Handwritten mark)



(Handwritten signature)



as it uses to protect its own Confidential Information of like importance, but not less than a reasonable degree of care under the circumstances. The Receiving Party of the Confidential Information shall fully assume responsibility for any breach or non-fulfillment of the obligations in the Agreement by any person to whom access to the Disclosing Party's Confidential Information is granted and shall fully indemnify and keep harmless the Disclosing Party for any losses, damages, claims or fees arising from such breach or non-fulfillment.

- (d) During the validity period (Term) as may be agreed between the Parties in the Agreement the Receiving Party shall maintain the Disclosing Party's Confidential Information in confidence and shall not copy, use, store, exploit or apply the disclosing party's Confidential Information (whether directly or indirectly) except for the authorized purpose of the Agreement or disclose the Disclosing Party's Confidential Information to any other person or company without the prior written consent of the Disclosing Party.
- (e) All Intellectual property in the Disclosing Party's Confidential Information will be and remain the exclusive properties of the Disclosing Party and no rights or licenses in respect of any Intellectual Property whether in relation to the Disclosing Party's Confidential Information or otherwise are granted hereunder by the Disclosing Party to the Receiving party.
- (f) All Confidential Information disclosed shall be and shall remain the property of the Disclosing Party. On being requested in writing by the Disclosing Party, the Receiving Party shall return or destroy all documents thereof, furnished to the Receiving Party by the Disclosing Party. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in the Agreement for the confidentiality term and survival period.

12. EQUITABLE RELIEF

Without prejudice to any other rights or remedies that the Parties may have, the Parties agree and acknowledge that damages may not be an adequate remedy for a breach of any of the provisions of the Agreement hence each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under the Agreement and related costs and a right for damages.

13. FORCE MAJEURE

If the performance by either Party, of any of its obligations under the Agreement is prevented, restricted or interfered with by reason of Force Majeure, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference provided that:

Vivek



Manish Singh



- (a) the Party claiming Force Majeure shall give prompt notice to the other Party within a period of seven (7) days from the date of the Force Majeure occurrence providing a description of such Force Majeure, including a description, in reasonable detail, of the cause of the Force Majeure; and
- (b) the Party claiming Force Majeure shall use reasonable efforts to avoid or remove cause of non-performance and shall continue performance hereunder as soon as Force Majeure ceases.

14. DELAY AND WAIVER

No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

No waiver by the Second Party of breach of any covenant, obligation or provision in the Agreement contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in the Agreement contained or implied in the Agreement.

15. SEVERABILITY

If any provision of the Agreement, including any phrase, sentence, clause or sub clause of the Agreement is invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable.

16. RELATIONSHIP

The relationship between parties in the performance of this Agreement shall be on principal-to-principal basis. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

No provision of this Agreement shall constitute either Party as 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.

17. SURVIVAL

In addition to any provision under the Agreement which contemplates performance or observance subsequent to any termination or expiration of Agreement, including, without limitation, the provisions relating to Confidentiality indemnification,



Handwritten signature



Limitations on Liability, Termination, Dispute Resolution, Governing Law, and Jurisdiction shall survive expiration or termination of this Agreement.

18. LIMITATION OF LIABILITY

Either Party shall not be liable for special, indirect, consequential or punitive damages including loss of profit and/or revenue arising out of, in connection with, or relating to the Agreement regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.

19. NO UNFAIR PRACTICES

Neither Party shall engage, abet, solicit or induce the other Party to engage in corrupt, unfair, fraudulent or other such practices (including anti-competitive). Nothing in this Agreement shall require First Party to perform Services which may cause it to breach any regulatory rules or guidelines.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed and enforced in accordance with the laws of India.

Any dispute or difference between the Parties shall be referred to arbitration by sole arbitrator to be appointed by the mutual consent of the Parties. If the parties are not able to agree on sole arbitrator within thirty (30) days after the filing of the request for arbitration, then either Party may take steps for appointment of arbitrator under the Arbitration and Conciliation Act, 1996. The Arbitrator's award shall be final and binding on the Parties to the Agreement. The arbitration agreement and the proceeding there under shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be New Delhi.

21. JURISDICTION

Subject to provisions of Clause 20 above, the Parties irrevocably agree that the Courts in Delhi shall have exclusive jurisdiction on any matter arising out of this Agreement. The Second Party hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such court in relation to the Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

22. TAXES

All payments under this Agreement shall be subject to the taxes payable under the Applicable Law.

23. ENTIRE AGREEMENT

The Agreement, including all schedules/annexures as may be appended to the Agreement shall constitute the entire Agreement between the Parties with respect to the subject matter of the Agreement.

(Handwritten mark)



(Handwritten signature)



24. AMENDMENT

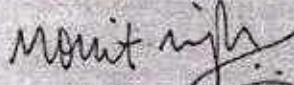
No purported alteration or amendment of the Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the Parties to this Agreement. Change in the scope of any of the activities/functions/Services referred in the Agreement will always be done through mutual negotiation between First Party and the Second Party and implemented after appropriate lead time.

25. NOTICES

Notices, demands or other communication required or permitted to be given or made under the Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible tele fax and confirmed by registered mail/ courier addressed to the intended recipient at the address as mentioned in the title of the Agreement. Either Party may from time to time duly notify to the other Party, change of address, if any.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

International Hospital Limited



Authorised Signatory



Environ Waste Connection LLP



Authorised Signatory



ANNEXURE A
SERVICE LEVEL AND QUALITY REQUIREMENTS

1. The vehicle to collect BMW at a fixed time daily mutually decided by both parties.
2. The vehicle for transportation of BMW should be covered and designed as per the state govt regulation. The size of the vehicle should be as per the load.
3. The waste shall be collected from the Hospital on all six days if not collected or partially collected a fine of Rs 500/- shall be imposed by the First Party.
4. If the BMW is kept in unit premises for more than 24 hours then the Second Party would be responsible for any consequences. In case of failure to collect BMW for more than 24 hours from the designated time, the Second Party, shall be informed by the unit to collect the waste immediately, otherwise the unit can deduct an amount equivalent to per day charges multiplied to the number of days waste not collected.
5. The Second Party should clear the waste area completely.
6. Second Party to provide trained staff with the relevant vaccination and personal protective Equipment.
7. The Second Party to update any changes in Government regulations or policies.
8. Second Party should ensure occupational safety of all its workers involved in handling of bio-medical waste by providing appropriate and adequate personal protective equipment.
9. The Second Party to be open for inspection of their facility by relevant committee from the Hospital.
10. When any accident occurs at any institution or facility or any other site where BMW is handled or during transportation of such waste, the authorised person shall report the accident in prescribed Form to the concerned authority forthwith.

↓
Moumit



[Signature]

[Handwritten mark]

ANNEXURE B
PAYMENTS

In consideration of the Services, Second Party shall be entitled for a fixed monthly payment of Rs. 20,000/- (Rupees Twenty Thousand only) which shall remain fixed during the Term of this Agreement, unless Parties may mutually decide otherwise in writing.

Asmit Singh



Ka

Annexure-E
BIO MEDICAL WASTE DETAIL OF 01st January 2021 to 31st December 2021

MONTH FY	YEAR	Days	Total Bags Sent	Total weight Sent	TOTAL YELLOW BAG	TOTAL NO OF KG	TOTAL RED BAG	TOTAL NO OF KG	TOTAL BLUE BAG	TOTAL NO OF KG	TOTAL PPC BAG	TOTAL Cytotoxic/ Yellow Category NO OF KG	TOTAL Cytotoxic/ Yellow Category BAG	TOTAL NO OF KG	TOTAL Cytotoxic/ Yellow Category NO OF KG
January	2021	31	1491	6704.934	669	3650.393	553	2199.114	136	674.773	102	125.814	31	125.814	96.84
February	2021	28	1306	5817.366	584	3193.643	482	1821.488	121	584.912	91	131.453	28	131.453	85.87
March	2021	31	1454	6616.887	662	3641.851	551	2157.537	129	627.216	82	104.423	30	104.423	85.86
April	2021	30	1368	6314.244	672	3527.073	513	2017.497	170	586.188	78	96.566	35	96.566	86.32
May	2021	31	950	4539.286	409	2387.838	331	1441.338	111	514.657	68	75.073	31	75.073	80.38
June	2021	30	1476	6553.594	656	3380.759	572	2344.664	128	661.606	89	72.945	31	72.945	93.62
July	2021	31	1659	7227.65	759	3700.569	635	2697.478	139	649.097	93	97.867	33	97.867	82.638
August	2021	31	1544	7209.775	685	3685.916	575	2620.603	141	716.493	112	101.964	31	101.964	74.799
September	2021	30	1649	8460.556	732	4311.361	571	2745.32	165	836.029	133	406.576	48	406.576	91.27
October	2021	31	1767	10956.362	676	4815.98	604	3477.761	245	1801.549	195	819.091	47	819.091	91.981
November	2021	30	1535	8424.48	618	3842.51	498	2535.42	213	1356.03	161	551.04	45	551.04	139.48
December	2021	31	1883	9747.835	724	4504.324	575	2563.46	282	1584.012	250	905.719	52	905.719	190.32
Total		365.00	18082.06	88564.97	7796.00	44652.22	6460.00	28531.68	1930.00	10692.56	1454.00	3488.53	442.00	3488.53	1199.98
Monthly Avg:						3721.02		2377.64		891.05		290.71		290.71	100.00

	Quantity of waste generated or disposed in Kg per annum	Monthly Avg. Basis
Yellow + Cytotoxic	45852.20	3821.02
Red	28531.68	2377.64
Blue	10692.56	891.05
PPC	3488.53	290.71

Must info.

Annexure - F

4/3/21

NAME OF UNIT : Noida

NAME OF COMMITTEE : Hospital Infection control committee .

1. Date & Time: 4.3.21 AT 9.30 pm at-board room .
2. Total no. of Members in the committee: 30
3. Number of members attended : 17- members who attended ; attendance sheet attached ,
2 invitees- Ms Daljit , Dr Rajesh gupta
4. Chairman, convener & essential Members present (Yes/No): yes
5. Details of members who neither attended nor sent a representative:
- Dr Shiladitya, Dr Sudheer, Dr Kabir, BME, cath lab, CSSD, Mr. Verinder (F&B) , Ms Saily,
Mr Virender (HK)
Agenda circulated prior to meeting (Yes/No): Yes
6. Discussion on Action Taken Report on action items / recommendations from previous meeting.
(Yes/No) : yes.
7. Details of action items open from previous meeting : as below
8. Details of action items open from previous two meetings: as below
9. Summary of discussion on Reports / documents of all essential Agenda items presented :
please see below
10. Timelines & responsibilities

Action Item -	Discussion and conclusion	Responsibility	Expected Closure Date	Follow up
Pending points-				
Video on attendant education to be played in ICU lobby	Feasibility to be checked from Dr Shanu and then action taken	Med admin	Mail initiated	
sharing of hand outs to doctors on IC at the time of induction	Shared with med admin	med admin	Closed	
• Vaccination for Hep B	To cover the gaps in	Med	Process roll out in	

	<p>vaccination, HR will send a monthly information to Dr Shanu on the status and will also roll out a process with med admin on contractual / outsourced facilities</p>	admin/HR	15 days	
<p>BMW licence</p>	<p>Has been sent by admin to Lucknow</p>			
<p>Antibiotic consumption data</p>	<p>In view of rising resistance, it was decided in last meeting to pull out AB consumption data from R block, The data analysis showed rise in AB consumption ,however majority patients were referred ones / in sepsis / co morbidities</p>			

<p>New agendas</p> <p>Port cleaning gaps</p>	<p>Nursing has ensured this would be looked into again, with dedicated trainings and focus</p> <p>An in house detailed training program with workshops in the process of planning</p> <p>Link nurses would also be identified and trained on the</p>	<p>Nursing</p>	<p>Port trainings to be initiated on an immediate basis</p> <p>For the training program - nursing will liaison with med admin and roll out</p> <p>Link nurses- 1 month</p>	

<p>Scrub suits usage</p>	<p>IC practices It was shared and discussed by all members that usage of green scrub suits in hospital is not advocated as staff wear the suit and carry that in many areas of hospital, this can lead to spread of infection and a false sense of security, all members unanimously decided to discontinue suits, however for procedures etc, these would be continued like before</p> <p>The DRI data has shown a rise – points were shared by critical team on the likely reasons (as above in AB consumption), it was requested to all clinicians to use antibiotics wisely</p>	<p>Admin</p>	<p>Immediate</p>
	<p>Nursing ratio as a factor was-</p>	<p>Nursing</p>	<p>Process will begin</p>

<p>Donning doffing area in main building was discussed</p> <p>Covid vaccine update was provided by quality on request</p>				
<p>a. Essential agenda -IC rates, hand hygiene data and NSI rates discussed ,,</p>	<p>Port cleaning discussed Reemphasized on Insertion audits for device to by TL be re initiated</p>	<p>nursing</p>	<p>immediate</p>	
<p>b. Essential- updates AMS</p>	<p>Presented by Ms Chhaya, audit reports dept wise will be shared by Ms Chhaya with Dr Shanu</p>	<p>Ms Chhaya</p>	<p>immediate</p>	

<p>c. Essential- BMW licencing / annual update discussed</p> <p>d. Surveillance reports discussed</p> <p>e. Other essential agenda- training updates, renovation discussed</p>				
<p>Engineering presentation shared of last quarter was shared</p>				

1. Signature of Chairman and Convener




29/6/21

NAME OF UNIT : Noida

NAME OF COMMITTEE : Hospital Infection control committee

1. Date & Time: 29.6.21 AT 12.00 pm at board room .
2. Total no. of Members in the committee: 28
3. Number of members attended : 13+2 (Dr Dhar as rep from anaesthesia, Mr Sujit From F&B) - members who attended ; attendance sheet attached , 2 invitees- Ms Daljit , Dr Bedi
4. Chairman, convener & essential Members present (Yes/No): yes
5. Details of members who neither attended nor sent a representative:
- Dr Sudheer, Dr Kabir, Mr sahu, BME, catlab, , Dr Ashish, Dr Dina, Dr Seema , security
Agenda circulated prior to meeting (Yes/No): Yes
6. Discussion on Action Taken Report on action items / recommendations from previous meeting (Yes/No) : yes.
7. Details of action items open from previous meeting : as below
8. Details of action items open from previous two meetings: as below
9. Summary of discussion on Reports / documents of all essential Agenda items presented please see below
10. Timelines & responsibilities

Action Item -	Discussion and conclusion	Responsibility	Expected Closure Date	Follow up
Pending points-				
Video on attendant education to be played in ICU lobby	Feasibility to be checked from Dr. Shanu and then action taken	Med admin	Mail initiated	Closed from HICC in view of non feasibility
• Vaccination for Hep B	HR is holding camps to cover employees in bulk		closed	

BMW licence	Received		closed	

New agendas Port cleaning gaps	Nursing has initiated trainings, will be a continuous process Link nurses have been identified and are in system	Nursing	Closed	
	To review availability and rational use of manometers	Done	closed	

Sharing of DVT pumps in between patients in smaller duration surgeries	This point would be taken up by the MS separately		Closed from HICC	
New agenda : resumption of curtains in patient areas (dialysis)	The members opined for the usage of plastic curtains as they are easily cleaned and are a better partlon between patients	Dialysis	10.7.21	
New revised PPE	New revised PPE policy to be rolled out	Quality	10.7.21	
OT usage for covid patients	Dr Dhar shared the OT usage for covid and non covid patients, details to be presented in OT committee			

a. Essential agenda -IC rates, hand hygiene data and NSI rates discussed	High rates of CLABSI discussed, risk factors and RCA was discussed, link nurses to be utilized for the audits and to cover gaps of the processes HK reinforced that staff should use appropriate PPE to avoid NSI	nursing HK	Ongoing	
b. Essential- BMW licencing / annual update discussed c. Surveillance reports discussed d. Other essential agenda- training updates, renovation discussed	BMW licence recived Gaps in BMW discussed – appropriate wearing of PPE reinforced Covid BMW guidelines reinforced Engg again requested to share details of construction/ renovation with IC in time			

Engineering presentation shared of last quarter was shared	Engg shared that BMS of OT would be fixed in 1 week's time			
--	--	--	--	--

1. Signature of Chairman and Convener



24/9/21

NAME OF UNIT : Noida

NAME OF COMMITTEE : Hospital Infection control committee .

1. Date & Time: 24.9.21 AT 12.00 pm at board room .
2. Total no. of Members in the committee: 24
3. Number of members attended : 20 (18 members plus invites, Dr Bedi also joined)
4. Chairman, convener & essential Members present (Yes/No): yes
5. Details of members who neither attended nor sent a representative:
- Dr Sudheer, Dr Dhar, security, BME, cath lab
- Agenda circulated prior to meeting (Yes/No): Yes
6. Discussion on Action Taken Report on action items / recommendations from previous meeting (Yes/No) : yes.
7. Details of action items open from previous meeting : as below
8. Details of action items open from previous two meetings: as below.
9. Summary of discussion on Reports / documents of all essential Agenda items presented please see below
10. Timelines & responsibilities

Action Item -	Discussion and conclusion	Responsibility	Expected Closure Date	Follow up
Pending points- Plastic curtains usage in dialysis	Dialysis has initiated the process and taking necessary approvals	Sister Biji	4.10.21	
New agenda	Dr Mrinal shared the concern of availability of masks for the HCW specially at floors - MS shared that the policy has remained same and this will be looked into and sorted Flu vaccine administration for the concerned HCW was requested - MS shared that this is in process	MS	Immediate	

	<p>and will soon be implemented</p> <p>Members shared the non availability of tissue dispensers specially in critical care areas -HK head requested for needful</p>	<p>MS</p> <p>HK head</p>	<p>30.9.21</p> <p>5.10.21</p>	
<p>BMW</p>	<p>Reinforcement of Appropriate PPE -was assured by the HK head</p> <p>Linen separation - receiving area into dirty and clean- clear segregation to be made and in patient areas, linen to be handled with</p>	<p>HK, engineering</p>	<p>5.10.21</p>	

		caution so as not to generate aerosols		
a.	Essential agenda -IC	Reduction in CLABSI discussed, all		

<p>rates, hand hygiene data and NSI rates discussed „</p>	<p>concerned requested to the checklist and the processes</p> <p>Usage of appropriate PPE reinforced to check the NSI</p> <p>OT team reinforced to continue adhering to the policy on external Instruments sterilization.</p> <p>It was shared that the link nurses have now actively started doing HH audits , hence there is a slight dip in rates (more stringent audits ?)</p>			
<p>b. Surveillance reports discussed</p> <p>c. Other essential agenda-training updates, renovation discussed</p> <p>d. Engg presentation for last quarter was shared</p>	<p>Engineering reinforced to capture ICRA after informing ICT at time of construction/renovation</p> <p>Reinforced for the chlorination of tap water</p> <p>Instructions given to engineering for immediate action on any surveillance culture positivity</p> <p>A renovation whatsapp group has also been formed with the concerned members for real time updates</p>			
<p>Vaccination updates</p>	<p>HR shared that camps are being regularly held for the HEP B titres</p> <p>First salary hold for the new joinees who haven't got vaccinated / titres awaited after</p>	<p>MS, HR</p>		

	vaccination – this proposal was shared with MS by members It will also be proposed to HR to include the hep B titre mandatorily in the health check of staff			
AMS	It was suggested to form a whatsapp group with all HODs to share the real time audits for the AMS.	ICT, pharmacy	Immediate	

1. Signature of Chairman and Convener

(M. R. ...)
Chairman
Convener

6/12/21

NAME OF UNIT : Noida

NAME OF COMMITTEE : Hospital Infection control committee .

1. Date & Time: 6.12.21 AT 3.00 pm at board room .
2. Total no. of Members in the committee: 22
3. Number of members attended : 11
4. Chairman, convener & essential Members present (Yes/No): yes
5. Details of members who neither attended nor sent a representative:
- Dr Sudheer, security, BME, cath lab , dialysis , procedure room, F&B, Vimallesh Prasad, Chhaya , Dr Kabir
Agenda circulated prior to meeting (Yes/No): Yes
6. Discussion on Action Taken Report on action items / recommendations from previous meeting (Yes/No) : yes.
7. Details of action items open from previous meeting : as below
8. Details of action items open from previous two meetings: as below
9. Summary of discussion on Reports / documents of all essential Agenda items presented : please see below
10. Timelines & responsibilities

Action Item –	Discussion and conclusion	Responsibility	Expected Closure Date	Follow up
Pending points-	Members shared the non-availability of tissue dispensers specially in critical care areas -HK head requested for needful that this is in process and will soon be implemented	HK	13.12.21	

BMW	<p>Reinforcement of Appropriate PPE -was assured by the HK head</p> <p>Covid protocol reinforced</p> <p>Visit to BMW site due this month – to be done</p>	ICT, HK	Before 20.12.21	
a. Essential agenda –IC rates, hand hygiene data and NSI rates discussed „	<p>Reduction in CLABSI to be maintained</p> <p>New initiatives shared by nursing – each critical care area bed has a steth now</p> <p>IV cannulation caps with chlorhexidine for all lines in all areas</p> <p>SSI discussion – non documentation of Intra op sugar/temp/ to be discussed with OT incharge.</p>	Quality/ICT to fix meeting	31.12.21	
<p>b. Surveillance reports discussed</p> <p>c. Other essential agenda-training updates, renovation discussed</p> <p>d. Engg</p>				

presentation for last quarter was shared				
Vaccination updates	Recent camp held for GDA hep b cover by HR Flu shot given to 170 employees in priority list			
Updated members	New HICC members will be added to replace the members who have left the organization , after discussion with MS			

1. Signature of Chairman and Convener




Annexure-G

FORM - I

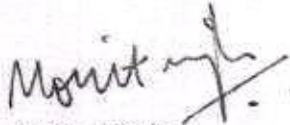
[(See rule 4(o), 5(i) and 15 (2))]

ACCIDENT REPORTING

- | | | |
|---|---|---------|
| 1. Date and time of accident | : | FY 2021 |
| 2. Type of Accident | : | NIL |
| 3. Sequence of events leading to accident | : | NA |
| 4. Has the Authority been informed immediately | : | NA |
| 5. The type of waste involved in accident | : | NA |
| 6. Assessment of the effects of the accidents on human health and the environment | : | NA |
| 7. Emergency measures taken | : | NA |
| 8. Steps taken to alleviate the effects of accidents | : | NA |
| 9. Steps taken to prevent the recurrence of such an accident | : | NA |
| 10. Does your facility have an Emergency Control policy? If yes give details | : | NA |

Date: 27-06-2022

Place: Noida


Signature Mohit Singh

Designation Zonal Director