1. MOU OF BIO-MEDICAL WASTE

This is to certify that GHG Khalsa College and GHG Khalsa College of Pharmacy are sister concerns under GHG Group of Institutions, managed by the GHG Governing Council. So, the Bio waste agreement is applicable for both the institutions.

Principal
G.H.G. Khalsa College
Gurusar Sadhar (Ludhiana)
1. (a) MOU OF BIO-MEDICAL WASTE

Agreement Start Date: 1st Sept 2018
Agreement Expiry Date: 31st Aug 2023
Agreement Validity Period: 5 years

AGREEMENT

This agreement has been entered on this 1st day of Sept of the year 2018

BETWEEN

Medicare Environmental Management Pvt. Ltd., (hereinafter referred to as Medicare) having its Corporate Office at 403, 4th Floor, Park Centra, Sector-30 NH-8, Gurgaon-122001 (Haryana) and regional office at: Behind Satluj Action Water Treatment Plant, Opp.Central Jail, Tajpur Road, Ludhiana 141007,
duly represented by - Mr. Sunil Aggarwal / Mr. Mukesh Kumar Jaggi

AND

Name of Health Care Establishment (HCE):
G.H.G. Khalsa College Of Pharmacy
(Hereinafter referred to as OCCUPIER)

Full Address: Guru Nanak, Sadhar 141104 (Ludhiana)

Authorized representative of OCCUPIER: Dr. Satwinder Kaur

Designation: Principal

Contact No.: 01624-277737 e-mail ID: ghgkcb助学@yahoocin

For Medicare Environmental Management Pvt. Ltd.
Authorized Signatory

For G.H.G. Khalsa College of Pharmacy
Gurunar Sadhar (Ludhiana)
1. (b) MOU OF BIO-MEDICAL WASTE

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. 01 day of 0 of the year 2015 to 31 day of 0 of the year 2020 (both days inclusive), and can be further renewed with mutual consent of both the parties.

Responsibilities of the "Medicare"

1. "Medicare" shall meet all the rules and regulations as stipulated by the PPCB & BMW Rules 2016

2. "Medicare" shall collect the segregated bio-medical waste from the identified common waste collection point within the premises of OCCUPIER on daily basis. "Medicare" shall provide assistance to finalize the pick-up location to the OCCUPIER. The OCCUPIER 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.

3. Medicare shall schedule the timings for collecting the waste as per the fixed duty of that vehicle and inform the occupier according in consultation with the OCCUPIER.

4. "In case "Medicare" fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the OCCUPIER shall inform "Medicare", who shall ensure to collect the BMW from the premises of the OCCUPIER with in next 24 hours of intimation.

5. Medicare shall transport the segregated waste in closed container vehicle to its treatment facility in enclosed bins.

6. On the written request of the OCCUPIER, "Medicare" shall undertake to provide/educate the OCCUPIER and its staff, at no extra cost, the initial training about the segregation / method of collection of BMW in designated color coded plastic bags.

7. "Medicare" shall not be held liable for any kind of the violation made by the OCCUPIER / or its staff under the Environment (Protection) Act 1986 or any similar regulations/norms.

8. "Medicare" shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized facility as per Schedule -1 of the BMW (M&H) Rules 2016 & amendments made there under.

9. "Medicare" shall also undertake testing of treated waste to ensure safety to the environment as per Rules.

For Medicare Environmental Management Pvt. Ltd.

[Signature]

Authorized Signatory

[Signature]

Nodal Officer
10. "Medicare" shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

Responsibilities of the Occupier as per the BMW Management Rules -2016

1. The OCCUPIER shall segregate the waste at the point of generation in accordance with the BMW (M&H) Rules 2016 and in compliance with the standards prescribed there under.

2. The OCCUPIER shall collect and hand over the segregated BMW in plastic bags/Card Boards as stipulated by the Punjab Pollution Control Board (PPCB) norms and BMW Handling Rules-2016

3. All consumables like bags, needle cutters, disinfectants etc. shall be procured by the OCCUPIER at its own cost.

4. "In case "Medicare" fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the OCCUPIER shall inform "Medicare", who shall ensure to collect the BMW from the premises of the OCCUPIER with in next 24 hours of intimation. Further, any issue regarding wt. wrong/ mismatch if any in daily manifest should also be informed to Medicare designated person in writing or through mail within 24 hrs. So as to take necessary steps accordingly. Otherwise it will be treated as correct and verified."

5. All the bags shall be sealed tightly and labeled with barcodes before being lifted to common Bio Medical waste facilities as per the rule by the OCCUPIER and "Medicare" will collect the sealed bags only from a secured designated point within the premises of the OCCUPIER. All related duties on the part of OCCUPIER as prescribed in BMW Rules-2016 shall be complied with.

6. The OCCUPIER shall disinfect the sharps, mutilate them and hand over in Puncture Proof Containers to "Medicare".

7. The OCCUPIER shall establish a common secured waste collection point within its premises for collection and handing over to "Medicare".

8. The OCCUPIER shall designate a "Nodal Officer" to interact with "Medicare".

9. The OCCUPIER shall be solely responsible for the number of beds being declared to "Medicare", which must be same for which the authorization is obtained from Punjab Pollution Control Board. The OCCUPIER shall inform "Medicare" and PPCB within 7 days about any change in the number of beds. Medicare shall not be responsible for any under/over declaration by OCCUPIER on this account.

10. Take all necessary steps to ensure that the bio-medical waste collected from the occupier is transported, handled, stored, treated and disposed of, without any adverse effect to the human health and the environment, in accordance with these rules and guidelines issued by the Central Government or, as the case may be, the central pollution control board from time to time.
11. Ensure timely collection of bio-medical waste from the occupier as prescribed under these rules;

12. Inform the prescribed authority immediately regarding the occupiers which are not handing over the segregated bio-medical waste in accordance with these rules;

13. Provide training for all its workers involved in handling of bio-medical waste at the time of induction and at least once a year thereafter;

14. Assist the occupier in training conducted by them for bio-medical waste management;

15. Undertake appropriate medical examination at the time of induction and at least once in a year and immunize all its workers involved in handling of bio-medical waste for protection against diseases, including Hepatitis B and Tetanus, that are likely to be transmitted while handling bio-medical waste and maintain the records for the same;

16. Ensure occupational safety of all its workers involved in handling of bio-medical waste by providing appropriate and adequate personal protective equipment;

17. Report major accidents including accidents caused by fire hazards, blasts during handling of bio-medical waste and the remedial action taken and the records relevant thereto, (including nil report) in form 1 to the prescribed authority and also along with the annual report;

18. Allow occupier, who are giving waste for treatment to the operator, to see whether the treatment is carried out as per the rules;

19. Supply non-chlorinated plastic coloured bags to the occupier on chargeable basis, if required;

20. Upgrade existing incinerators to achieve the standards for retention time in secondary chamber and dioxin and furans within two years from the date of this notification.

Terms & Conditions

1. The OCCUPIER shall pay One Time Non-Refundable Membership Registration Fee of Rs. 1000.00.

2. The OCCUPIER shall pay an amount equal to 3 months of service charges as refundable/adjustable security deposit.

3. Medicare shall charge Rs. ______ (Rs. ______) per month for the service of collection, transport, treatment & disposal of BMW, subject to the condition of per bed per day, subject. The total no. of beds are ______ at present.

4. The above rates shall be increased annually by 10% on previous year’s rates. Our rates are exclusive of the statutory taxes or the service tax as imposed in accordance with Central or State Govt. regulations applicable to time.

[Signatures]

Authorized Signatory
5. The no. of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably, if required  

6. If the OCCUPIER by virtue of any reason fails to make the payment within 30 days of submission of bills, "Medicare" shall charge a late payment fee of Rs. 100.

7. Medicare would be at liberty to serve the notice of termination of agreement / suspension of services offered at any time to the OCCUPIER if the OCCUPIER fails to make the payment to "Medicare" within a time frame of 3 months from the date on which they became so payable.

8. This Agreement will supersede the existing agreement if any and the previous agreement will be invalid thereafter in that case.

9. In the case of the termination of the agreement by virtue of applicability of Para 6 above, the security deposit/ advance paid by the OCCUPIER shall stand forfeited without impacting the original claim of the "Medicare"

10. All payments shall be made through crossed a/c payee demand draft or cheque, favoring "Medicare Environmental Management Pvt. Ltd" only.

11. All bounced cheques shall be charged @ Rs. 300/- extra in addition to the actual bank charges.

12. All disputes are subject to Ludhiana Jurisdiction only.

Termination Clause

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

Per Medicare Environmental Management Pvt. Ltd

(Authorized Signatory - "Medicare")

(Authorized Signatory - "OCCUPIER")

G.H.G. Khalsa College of Pharmacy, 
Guru Ram Das College (Ludhiana)
To,
RAJMEET SINGH,
G.H.G. KHALSA COLLEGE OF PHARMACY, GURUSAR SADHAR
Raikot, Ludhiana iv, 141104


1. Particulars of Applicant (Occupier/Operator)

| Name of Applicant (Occupier/Operator) | RAJMEET SINGH |
| Designation : | NODAL OFFICER |
| Correspondent Address : | RAJMEET SINGH,
G.H.G. KHALSA COLLEGE OF PHARMACY, GURUSAR SADHAR
Raikot, Ludhiana iv, 141104 |
| Mobile Number : | 9855448548 |
| Landline Number : | 01624-277727 |
| Fax Number : | 01624-275469 |
| Email-ID : | rajmeetsingh80@yahoo.com |

2. Particulars of HCF/CBWTF

| Name of HCF/CBWTF | G.h.g. khalsa college of pharmacy |
| Address of HCF/CBWTF premises | G.h.g. khalsa college of pharmacy
Gurusar sadhar |
| Mobile Number : | 9855448548 |
| Facility Type and Subtype | HCF (Research Institute( Non-Bedded)) |
| Ownership | Individual |
| Number of Beds (for HCF) | 0 |
| No. of HCF covered(for CBWTFs) | - |
| No. of Beds covered | - |
| No of Beds | 0 |
| Area and Distance Covered by CBWTF | - |
3. Particulars of Authorization

<table>
<thead>
<tr>
<th>Authorization No.</th>
<th>BMW/Fresh/LDH4/2019/9132268</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Issue</td>
<td>17/01/2019</td>
</tr>
<tr>
<td>Date of Expiry</td>
<td>-</td>
</tr>
<tr>
<td>Authorization Type</td>
<td>Fresh</td>
</tr>
<tr>
<td>Activities authorized</td>
<td>[Generation, Collection, Storage, Disposal]</td>
</tr>
</tbody>
</table>

4. Particulars of Bio-Medical Waste

<table>
<thead>
<tr>
<th>Waste category</th>
<th>Quantity permitted for handling</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yellow</td>
<td>0.07 Kg/Day (+ 0.1 Ltr/Day Liquid Waste)</td>
<td>kg/day</td>
</tr>
<tr>
<td>Red</td>
<td>0</td>
<td>kg/day</td>
</tr>
<tr>
<td>White(Translucent)</td>
<td>0</td>
<td>kg/day</td>
</tr>
<tr>
<td>Blue</td>
<td>0</td>
<td>kg/day</td>
</tr>
</tbody>
</table>

5. The HCE/CBWTF shall discharge its effluent after treatment as prescribed under the Rules.

6. The Authorization is subject to the Terms and Conditions as specified in this Authorization and also to such conditions as may be specified in the rules for the time being in force under the Environment (Protection) Act, 1986.

Endst. No.: Dated:

A copy of the above is forwarded to the following for information and necessary action please:

The Senior Environmental Engineer (EPA), Punjab Pollution Control Board, Patiala.

19/01/2019

(D.K.Singla)
Environmental Engineer

For & on behalf of

(Punjab Pollution Control Board)

19/01/2019

(D.K.Singla)
Environmental Engineer
For & on behalf of

(Punjab Pollution Control Board)
A. GENERAL CONDITIONS

1. This authorization is issued for ____ number of beds. For any increase in number of beds, the applicant shall obtain prior permission of the Board.

2. The Medical Institution / Health Care Facility shall apply for the renewal of authorization at least 2 months before the expiry of this authorization.

3. The Medical Institution / Health Care Facility shall comply with the provisions of the Environment (Protection) Act, 1986 as amended from time to time and the rules made there under.

4. The authorization and all relevant records shall be produced for inspection on the request of an officer of prescribed authority.

5. The HCF shall take all necessary steps to ensure that bio-medical waste is handled without any adverse effect to human health and the environment and in accordance with these rules;

6. The HCF shall make a provision within the premises for a safe, ventilated and secured location for storage of segregated biomedical waste in colored bags or containers in the manner as specified in Schedule I, to ensure that there shall be no secondary handling, pilferage of recyclables or inadvertent scattering or spillage by animals and the bio-medical waste from such place or premises shall be directly transported in the manner as prescribed in these rules to the common bio-medical waste treatment facility or for the appropriate treatment and disposal, as the case may be, in the manner as prescribed in Schedule I.

7. The HCF shall pre-treat the laboratory waste, microbiological waste, blood samples and blood bags through autoclaving/microwaving and then sent to the common bio-medical waste treatment facility for final disposal. The HCF shall maintain a logbook of operation of Autoclave.

8. The HCF shall phase out use of chlorinated plastic bags, gloves and blood bags as mentioned in the Rules;

9. Incase the HCF purchase color coded bag from open market, it shall get the testing certificate from CIPET Lab, Amritsar regarding absence of chlorinated material in it. However, if it is procured from CBWTF operator, the HCF shall obtain the test certificate from CBWTF operator.

10. The HCF shall dispose of general waste other than bio-medical waste in green bin.

11. The HCF shall not dispose bio-medical waste with municipal solid waste;

12. The HCF shall provide training to all its health care workers and others, involved in handling of bio medical waste at the time of induction and thereafter at least once every year and the details of training programmes conducted, number of personnel trained and number of personnel not undergone any training shall be provided in the Annual Report;

13. The HCF shall immunise all its health care workers and others, involved in handling of bio-medical waste for protection against diseases including Hepatitis B and Tetanus that are likely to be transmitted by handling of bio-medical waste, in the manner as prescribed in the National Immunisation Policy or the guidelines of the Ministry of Health and Family Welfare issued from time to time;

14. The HCF shall ensure occupational safety of all its health care workers and others involved in handling of biomedical waste by providing appropriate and adequate personal protective equipments;

15. The HCF shall conduct health check up at the time of induction and at least once in a year for all its health care workers and others involved in handling of bio-medical waste and maintain the records for the same;

16. The HCF shall ensure segregation of liquid chemical waste at source and ensure pre-treatment or neutralisation prior to mixing with other effluent generated from health care facilities;

17. The HCF shall ensure treatment and disposal of liquid waste in accordance with the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974).

18. The HCF shall obtain consents under the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.

19. The HCF shall maintain and update on day to day basis the bio-medical waste management register and display the monthly record on its website according to the bio-medical waste generated in terms of category and colour coding as specified in Schedule I. All the record shall be subject to inspection and verification by the Prescribed Authority/authorized person at any time. The record shall be maintained for a period of 5 years.

20. The HCF shall report major accidents including accidents caused by fire hazards, blasts during handling of biomedical waste and the remedial action taken and the records relevant thereto, (including nil report) in Form I to the prescribed authority within 24 hours and also along with the annual report.
21. The HCF shall submit Annual Report in Form-IV as per Rule 13 by 30th June every year to the Board. The HCF shall make available the annual report on its web-site and all the health care facilities shall make own website within two years w.e.f 28.03.2016.

22. The HCF shall ensure that Untreated human anatomical waste, animal anatomical waste, soiled waste and, biotechnology waste shall not be stored beyond a period of forty –eight hours: Provided that in case for any reason it becomes necessary to store such waste beyond such a period, the occupier shall take appropriate measures to ensure that the waste does not adversely affect human health and the environment and inform the prescribed authority along with the reasons for doing so.

23. The HCF shall inform the prescribed authority immediately in case the operator of a facility does not collect the bio-medical waste within the intended time or as per the agreed time;

24. The HCF shall establish a system to review and monitor the activities related to bio-medical waste management, either through an existing committee or by forming a new committee and the Committee shall meet once in every six months and the record of the minutes of the meetings of this committee shall be submitted along with the annual report to the prescribed authority and the healthcare establishments having less than thirty beds shall designate a qualified person to review and monitor the activities relating to bio-medical waste management within that establishment and submit the annual report;

25. The occupier of the HCF shall maintain proper housekeeping in the premises where the bio-medical wastes are handled.


27. The Containers/ Bags used for segregation and disposal of waste shall be labeled in accordance with schedule- IV (Part-Á).

28. The HCF shall segregate the bio-medical waste collected in the container bags at the point of generation in accordance with Schedule-I prior to storage, transportation, treatment and disposal.

29. The HCF shall hand-over segregated waste as per Schedule-I to common bio-medical waste treatment facility for treatment, processing and final disposal.

30. The HCF shall paste Bar-Code Stickers on respective color coded bags, puncture proof containers and cardboard box before disposal to CBWTF.

31. The HCF shall ensure treatment and disposal of waste in accordance with Schedule I and in compliance with the standards provided in Schedule-II.

32. The HCF shall phase-out use of mercury based instruments. The handling and disposal of all mercury waste and lead waste shall be in accordance with the respective rules and regulations.

33. The occupier of the HCF will be liable for action under section 5 and section 15 of the Environment (Protection) Act, 1986, in case of any violation.

34. The HCF shall comply with the standards and specifications as per Bio-Medical Waste Management Rules, 2016.

35. The HCF shall give its bio-medical waste only to the authorized area common bio-medical waste treatment facility who has valid authorization of the prescribed authority.

36. The HCF will have to make its own arrangement afresh in case the authorization of the common facility to whom it has entered a MOU is revoked, by the Prescribed Authority.

37. The occupier of the HCF shall not change or alter either the quality or the quantity or the rate of discharge of liquid/emission or temperature or the route of discharge without prior written permission from the Board.

38. The occupier of the HCF, its heirs, legal representatives etc., shall have no claim whatsoever to the continuation or renewal of this authorization after the expiry of the authorization.

39. The authorized person shall intimate Board prior to closing down the facility.

40. The HCF shall not rent, sell, transfer or otherwise transport the bio-medical waste without prior permission from the Board.

41. Any unauthorized change in personnel/equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of this authorization.

42. The Board reserves the right to review, impose additional condition or conditions, revoke, change or alter the terms and conditions of the authorization without any prior notice.

B. SPECIAL CONDITIONS
(1) This BMW authorization is valid for Pharmacy lab only.

(2) There is no claim of continuation of HCF in present premises on the basis of this authorization. The HCF has to comply with the zoning regulation of master plan & to be shifted from the site as and when asked by the Govt./PPCB/ or any concerned Govt. agency.


(4) The institute shall make necessary arrangements of treatment of liquid (If generated at any stage) waste to achieve the standards as under:- pH = 6.5-9.0, Suspended solids = 100 mg/l, Oil & Grease = 10 mg/l, BOD = 30 mg/l, COD= 250 mg/l and Bio-assay test = 90 % survival of fish after 96 hours in 100 % effluent.

(5) The institute shall got lifted/handed over its Bio-Medical Waste generated to the Common Bio-Medical Waste Treatment Facility on daily basis.

(6) The institute shall obtain other statutory approvals required from other departments, if any.

(7) The institute shall submit the renewed agreement with M/s Medicare Environmental Management Pvt. Ltd., Ludhiana within 01 month.

19/01/2019

(D.K. Singla)
Environmental Engineer
For & on behalf of
(Punjab Pollution Control Board)