



Agreement

This agreement made on this 2nd day of May 2002 at Ludhiana between

The Municipal Corporation, Ludhiana represented by Adal
Cameer Sgroor Municipal Corporation having his office at Ludhiana hereinafter referred to as MCL (which expression shall include his administrators, successors and assignees) on the ONE PART

AND

M/S Medicare Incin Pvt. Ltd. a company incorporated in Hyderabad having its registered office at 6-3-1089/G/10 & 11 Gulmohar Avenue, Rajbhawan Road, Somajiguda, Hyderabad represented by Sh. M. Goutham Reddy who is duly authorised in this behalf herein after referred as "Agency" (which expression shall include its Administrators, successors and assignees) on the SECOND PART

Whereas the MCL invited sealed offers for the installation of Common facility for the disposal of Bio-Medical Waste generated in and around Ludhiana as per the provisions of the Bio-Medical Waste (Management and Handling)Rules, 1998. It

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was interalia specifically mentioned in the tender document that the successful offerer shall built the facility at his own cost and operate the same after taking due permission from the Prescribed authority i.e. the Punjab Pollution Control Board. M/S Medicare Incin (P) Ltd; 6-3-1089/G/10-11, Gulmohar Avenue, Raj Bhawan Road, Somajiguda, Hyderabad also participated in this offer (referred as "Agency"). The offer of "Agency" to run the Common facility for treatment of Bio-Medical Waste generated in and around Ludhiana on charging of Rs. 2/70 Paise per bed per day has been approved by the Finance and Contract Committee of the MCL vide its resolution no. 6172 dated 23/01/02 subject to all other conditions. The "Agency" was informed of the decision of the F&CC of the MCL dated 23/01/02 vide a letter no 11/AC(S) dated 01/02.02. The "Agency" in compliance with the requirement of the tender document and as conveyed to the "Agency" vide MCL acceptance letter no. 11/AC(S) dated 01/02/02 has furnished Bank Guarantee dated 11 Feb, 2002 of a sum of Rs. 10 Lac only as commitment for successful completion and operation of the Common facility within the stipulated period of four month , therefore, the "Agency" was issued final work order by the MCL vide letter no. 19/AC(S)dated 7-3-2002 per which the "Agency" is required to enter into an agreement with the MCL

Now, Therefore, in view of the foregoing provisions and in consideration of the mutual covenants and agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MCL and "Agency" (each together with their respective successors and assignees are referred to as party and collectively parties) intending to be legally bound hereby agree as follows:-

Signature: Gopikam R. Masally

Signature: She.

1. That the "Agency" shall install the Common facility for the treatment of Bio-Medical Waste generated in and around Ludhiana at his own cost within a period of four months from the date of the issuance of the work order by the MCL or handing over of the possession of the land whichever is later. The Work Order having already been issued vide no. 19/AC(S) dated 7-3-2002 and possession of land handed over on dt; 2/5/02 therefore, the "Agency" shall commission the "Common Facility" on or before 2/9/02. The task/service shall actually deemed to have been completed on the actual date of satisfactory completion/commissioning of the "Common Facility" for the safe disposal of Bio-Medical Waste in accordance with the provisions of the Bio-Medical Waste(Management and Handling) Rules, 1998 or as amended time to time.
2. That in case of non completion/ commissioning of the "Common Facility" for the treatment of the Bio-Medical Waste within the given period i.e. within four months of the date of issuance of work order or handing over of the possession of land whichever is later penalty @ 1% per day of the Bank guarantee shall be charged for and further maximum period of 10 days shall be given for the completion/commissioning of the Common facility. Thereafter, the "Agency" shall be liable for the imposition of liquidated damage and termination of the lease/licence deed for default and forfeiture of the bank guarantee etc.
3. That the "Agency", shall through out during the period the permission to run the "Common facility for the disposal of Bio-Medical Waste" is in favour of the "Agency", arrange and supply at his own cost all equipment's like incinerator, autoclave, microwave and mutilation, shredding plant, disinfecting chemicals, tools, appliances, implements, ladders, scaffoldings, water and temporary works etc, required for proper and effective execution of the "Common facility for the disposal of the Bio-Medical Waste in accordance with the Bio-Medical Waste(Management and Handling) Rules, 1998 or as are amended from time to time after treatment of the Bio-Medical waste, whether original, altered, substituted, which may be necessary for the purpose of satisfying or complying with the requirement of prescribed authority /officer-in-charge. The "Agency shall also arrange at the cost of "Agency" the requisite number of persons and the means and material necessary for the transporting of the Bio-Medical Waste, counting weighing and assistance in the measurement or examination at any time or from time to regarding handling of Bio Medical Waste.
4. That the service rendered by the staff/worker engaged by the "Agency" shall not be construed as "Municipal Service" for any purpose and these staff members/workers of the "Agency" shall have no concern whatsoever with the MCL. However, the "Agency" shall notify and get approve the particulars of all

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the staff/workers engaged by the "Agency" from the MCL. The MCL shall be authorized to check whether the staff/worker of whom the particulars have been approved by MCL are only at work at the plant/Common facility.

5. That the MCL has awarded the work order for commissioning of the "Common facility for treatment of Bio Medical Waste" after acknowledging the technical and financial capacity of the "Agency". Accordingly, the "Agency" shall not either directly or indirectly assign, hypothecate, encumber or transfer this agreement or any interest therein or capital stock in any manner nor the "Agency" can enter into partnership with any other firm/ company or individual or appoint a franchisee with regards to the awarded task of commissioning of the "Common Facility for the treatment of Bio Medical Waste." Any violation in this regard by the "Agency" shall authorize the MCL to cancel the permission and terminate the lease of the land without any advance notice etc. and forfeit the Bank Guarantee amount and claim all other liquidated damages.

6. That the "Agency" shall start the work of "Common facility for the disposal of the Bio Medical Waste" after obtaining the consent of the Punjab Pollution Control Board (Prescribed authority) and operate the Common facility strictly in accordance with the Bio Medical Waste (management and Handling) Rules, 1998 or as amended after obtaining consent of the prescribed authority. All fees etc payable to the Prescribed authority shall be payable by the "Agency". However, if the "Agency" violates any of the provisions in this regard and the Prescribed Authority of the Punjab Pollution Control Board initiate any legal proceedings against the "Agency", the "Agency" shall be completely responsible for all consequences. However, in this event, the MCL reserve its right to cancel the lease deed and withdraw the permission and take all other punitive action permissible under the agreement to indemnify all losses. The "Agency" shall separately execute any agreement on appropriate value of non judicial stamp paper owning total and complete responsibility towards the compliance of the provisions of the Bio Medical Waste (Management and Handling) Rules, 1998 enacted by the Govt. of India in exercise of the provisions conferred under section 6, 8 and 25 of the Environment(protection) Act, 1986.

7. That in case the Prescribed Authority (Punjab Pollution Control Board) issues direction u/s 5 of the Environment (protection) Act, 1986 to the PSEB and the MCL for disconnection of electric supply and water supply of the Common facility of the "Agency" and the "Agency is also ordered to close the Common facility in the public interest and the facility remains unoperational for three months, then the MCL shall be at liberty to cancel the lease deed of the land/ withdraw the work order". Further, if the "Agency" fails to remove the assets at

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his own cost within 30 days of such order of the MCL, the decision about asset transfer created at site by the "Agency" on reference of the "Agency" shall be decided by the "Arbitrator".

8. That notwithstanding any other conditions, if the "Agency" fails to satisfactorily commission the common facility for disposal of the Bio-Medical Waste for a continuous period of 30 days to the satisfaction of MCL, the MCL shall be entitled to cancel the permission/terminate the lease deed of land without any advance notice. Consequently, the MCL shall be liable to forfeit the Bank Guarantee amount and claim other damages from "Agency" it is specified that non disposal of the Bio-Medical Waste generated within the city of Ludhiana shall be construed as Non Commissioning of the Common facility.

9. That the MCL shall provide 2000 Sq Yds of land for a period of 12 years within the Municipal limits to the "Agency" for the setting up of the "Common Facility" for the treatment of the Bio-Medical Waste subject to payment of lease rent/user charges by the "Agency" to MCL @ Rs. 52/- per sq Yds of land per year. However, the MCL and the "Agency" shall enter into a separate lease/licence deed in this regard where in all the terms of the lease/licence shall be incorporated and the parties shall be bound by those conditions. The lease/licence deed shall be part of this agreement

10. That the "Agency" shall be entitled to charge a sum of Rs. 2/70 Paise per bed per day from the users (Hospitals, nursing home etc.) for the disposal of Bio-Medical Waste in accordance with the provisions of the Bio-Medical Waste (Management and Handling) Rules, 1998 generated by the users. In case of institutions other than Hospitals and Nursing Homes i.e. Clinical Labs, Blood banks, Veterinary hospitals, clinics and slaughter houses etc., where there is no provision of bed, One Kilo grams of Bio-Medical Waste will be taken as one unit equivalent to one bed for all calculations. Apart from this, the "Agency" shall also be entitled to charge transportation charges @ 0/50P per bed per day and Rs. 1/- per bed per day respectively, if the user premises are situated within a distance of 100 Kilometer or are beyond 100 Kilometers from the limits of the Municipal Corporation, Ludhiana. However, the "Agency" shall not be entitled to claim any transportation charges if the user premises are situated within the City or a radius of 25 K.Ms. whichever is more from the site of the project i.e. "Common facility for the treatment of the Bio-Medical Waste".

11. That the " Agency" shall pay @ 0/10 Paise per bed per day as service charges to the MCL of the beds covered However where there are no beds, 1kg of Bio-Medical Waste shall constitute as one bed as is detailed out in clause 10 above. Accordingly, the "Agency" shall deposit the Service charges alongwith

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the complete detail of the users and the beds covered on day to day basis for the preceding month by 10th of the each month to the MCL. In case, the amount of the user charges is not deposited by the stipulated date, the MCL shall be liable to charge interest for the defaulted number of days, which in no case shall be more than 30 days, @ 18% from the "Agency". The officers of the MCL duly authorized by its Commissioner shall have every right to verify the record of the "Agency" in this regard. The non deposit of the service charges with MCL for a period of 30 days shall entitle the Corporation to cancel the lease deed/withdraw work order given to "Agency" and claim damages.

12. The "Agency" shall provide for necessary fencing and lights required for to protect the public from the accident within the battery limits of the site of the "Common Facility for the treatment of the Bio Medical Waste" and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precautions and to pay the damages and cost which may be awarded in any suit, action or proceedings to any such person or which may be awarded in any suit, action or proceedings to any such person or which may with the consent of the "Agency", be paid to compromise claim by any such person.

13. That the "Agency" shall submit the health fitness certificate of all its workers the particulars of which have been approved by the MCL who are working at the "Common facility " treatment plant and engaged in the transportation or segregation of the Bio Medical Waste to the Medical Officer of the MCL. However, if the Health fitness certificate is found false or any worker other than approved by the Corporation is found at common facility plant site. The MCL shall have right to cancel the permission/lease deed.

14. Motorable, approach road/electric supply shall be provided by the Municipal Corporation. Lessee shall maintain the road after commencement of common facility and extend the electric connectings within the battery limits of site and pay the electricity bills of PSEB after completing all the formalities of PSEB. Lessee shall make his own arrangements for water supply at site.

15. That in case of any dispute, other than which has been taken as final decision in the forgoing paras of this agreement regarding the interpretation of any of the clauses of this agreement regarding the interpretation of any of the clauses, terms and conditions mentioned above, the dispute shall be referred to the Commissioner, Municipal Corporation, Ludhiana. The Arbitrator can enter independent claims of the party other than seeking arbitration as also the counter claims of any party. The Arbitrator at his sole discretion but subject to Ludhiana jurisdiction can fix the venue of the Arbitration proceedings. The Arbitration

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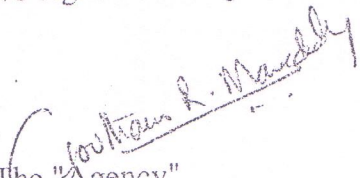
proceedings shall be as per the provisions of the Arbitration and Conciliation Act, 1996. shall be If either of the parties is dissatisfied with the Award announced by the Arbitrator, the same shall be referred to the Secretary, Local government department, Punjab., Chandigarh, whose decision shall be final and binding on both the parties. No court or tribunal or any other authority other than as referred shall have any jurisdiction to enter into claim of either party arising out of this agreement including the interpretation of any term used in this agreement. The Arbitration shall be subject to the Jurisdiction of Ludhiana.

16. That during the period the work order is in operation, if either party fails to perform in whole/part the obligation thereunder is prevented/delayed by causes arising out of any war/ hostility, civil commotion, acts of the public enemy sabotage or non availability of Govt. controlled raw material under order /instructions of control of state Govt. regulations, strike, lock out, embargo, acts of civil militancy authorities or any other causes beyond their reasonable control neither of the parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of force majeure condition provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence and within the time period of completion of the facility. of damages. However, the Contract shall be resumed as soon as practicable after happening (event) ceases to exist.

In witness of the above, the parties have signed in the presence of the following witnesses:

Witnesses

1.


The "Agency"

2.


S. S. He.
S. S. He.
The MCL


Municipal Corporation, Ludhiana.

To,

Medicare Environmental Management Private Ltd,
Opp. Central Jail, Tajpur road, Ludhiana.

No. 3372 / MON/AC/R/D Date. 9/2/16

Sub: - Extension for Land Lease (regarding Bio-Medical Waste Plant at Tajpur Road near Jamalpur dump site).

With reference to your letter no. MEMPL/2015/LDH/058 dated 14-08-2015 on the subject cited above. It is intimated that the Hon'ble Corporation House, Ludhiana in its meeting dated 18-09-2015 has approved the extension of land lease deed for 12 years i.e. up to 1-05-2026 vide its resolution no. 278 dated 18-09-2015 with following conditions.

1. The rate of land lease shall be Rs. 125 per-year, per-yards with increase rate of 20% after every 3 year.
2. The royalty will be charged at rate 5% per-bed per-day.


Additional Commissioner (R),
Municipal Corporation, Ludhiana.