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: MARIDI BIO INDUSTRIES PVT LTD

: Article 12 Bond

AGREEMENT

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: MARIDI BIO INDUSTRIES PVT LTD

: ST JOHNS MEDICAL COLLEGE HOSPITAL

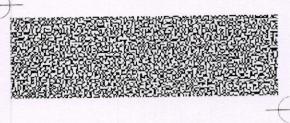
: MARIDI BIO INDUSTRIES PVT LTD

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(Two Hundred only)







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## Memorandum of Understanding

This Memorandum of Understanding entered into this the Day of between Maridi 310 Industries Pvt Ltd., 35<sup>th</sup> Milestone, Kanakapura Road, Ramanagaram Dist-562112, Hereinafter referred to as 'MARIDI' represented by its Vice President-Operation & B D.

And

CBCI Society for Medical Education which has established ST.Johns Medical College and hospital hereinafter referred to as SJMCH respected by the Secretary WITNESSETH AS FOLLOWS:

For Maridi B10 Industries Pvt Ltd

For CBCI Society for Medical Education

THE DOOR ADDICAL EDUCATION

- A. MARIDI with consent from Karnataka State Pollution Control Board has established a common treatment facility for Bio-Medical Waste disposal in Sy. # 1/37 and 1/38, 35<sup>th</sup> Milestone, Kanakapura Road, Gabbadi Kaval, Ramanagaram District. The facility consists of a State -of art Autoclave system along with Shredder and Maridi incinerator.
- B. 1. SJMCH would hand over its Bio-Medical Waste, properly packed in color-coded bags as per Pollution Control Board regulations at one single common storage point at a specified time to be loaded to MARIDI vehicle at the premises of SMCH for treatment and disposal to MARIDI. In case of any amputated body parts SJMCH will provide a declaration regarding details of the patients, etc.
- C. MARIDI will collect Medical waste regularly at a specified time on everyday of the week and treat the waste as per KSPCB regulations. The exact time of collection of waste will be intimated one week in advance. The billing will start from the date of collection of waste.
- D. MARIDI will not collect any Bio-Medical waste that is not segregated or properly packed. MARIDI Will not collect any General Garbage or Food Waste. MARIDI will train staff at SJMCH free of cost for proper segregation. In Case there is any change in Govt.Rules MARIDI will take responsibility of training the staff free of cost again & will allow one weeks time for SJMCH to make necessary changes.
- E. MARIDI will issue proof of waste collection from SJMCH, daily on a regular basis. This will help the SJMCH for reporting compliance to the State Pollution Control Board and getting their Authorization to continue operation. SJMCH can take their authorization from Pollution Control Board by informing the board that their Bio-Medical Waste is treated by MARIDI. (The fact has to be mentioned in Authorization Form).
- F. MARIDI confirms that the waste treatment will confirm to the regulations prescribed by the Pollution Control Board and if there is any failure to meet the prescribed standard, the penalty or any action taken by the Board will be made good by MARIDI immediately on knowledge of the same. If MARIDI fails to do so SJMCH shall be at liberty to pay the penalty if any and deducted the same from any amount payable from SJMCH to Maridi. Maridi shall keep SJMCH indemnified and save harmless SJMCH in this regard. Maridi will responsible for collection, transportation, treatment and disposal. SJMCH is responsible for handing over the segregated waste to Maridi.
- G. In case SJMCH finds any irregularities in collection of waste they can send a notice in writing to Maridi for immediate action and can inform the State Pollution Control Board in case action taken by Maridi is not adequate either in terms of timeliness, quality, quantity or otherwise.

For Maridi &10 Industries Pvt Ltd

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For CBCI Society for Medical Education

SECRETAR

C.B.C.I. SOCIETY FOR MEDICAL EDUCATION ST. JOHN'S NATIONAL ACADEMY OF HEALTH SCIENCES SARJAPUR ROAD, BANGALORE - 560 034

- H. In case of non-collection of waste as agreed to by Maridi for any reason a penalty of Rs.500/- day will be deducted from the amount payable by SJMCH, to Maridi in Monthly Bills. Maridi will indemnify SJMCH from all costs and liabilities arising out of Non-Collection of Bio-Medical Waste from their Hospital. In Case of non-collection of Bio-Medical waste from their hospital. In Case of non-collection of Bio-Medical waste by Maridi, SJMCH will take alternative arrangements to collect and transport the Bio-Medical Waste to Maridi with prior intimation. The Cost of such alternative arrangements will be borne by Maridi, as per the actual cost.
- I. Maridi will maintain their plant in good running condition all the time and ensure continuity of service on all the days without fail. If there is any failure of Maridi's Service for any reason whatsoever, SJMCH will deduct Rs.500/Day, in addition to that days payment. Maridi will bear the cost of the alternative arrangements made by SJMCH for disposing the waste on that particular day. SJMCH will inform Maridi before taking alternative action and SJMCH is entitled to give such information telephonically and Maridi shall not to demand proof of telephonic conversation thereof.
- J. Maridi shall be solely responsible for the treatment and disposal of Bio-Medical Waste once it is loaded on the Vehicle/s of Maridi and Maridi shall keep SJMCH indemnified against all costs, actions, charges, levies, penalties etc., in this regard.
- K. Maridi will charge a special price of Rs.1,52,017/-(Rupees One lakh Fifty Two Thousand Seventeen Only) Per Month For the year of March 2021 to February 2024 as agreed for collection, transportation, treatment and final disposal of Bio-Medical Waste. The price will be fixed for a period of three (3) years from date of this agreement and thereafter it will be subject to mutually agreed terms and conditions.
- L. SJMCH during this three year will not enter into any agreement with any other party or organization for treatment and disposal of the same Solid Bio-Medical waste.
- M. SJMCH has 1200 total numbers of working beds at present. The exact number of beds each year will take from the declaration given to the State Pollution Control Board while taking the authorization.
- N. SJMCH will ensure timely payment to Maridi through normal bank account before 10<sup>th</sup> of every month.
- O. Incase of non-receipt of payment on the agreed date from SJMCH, Maridi will stop the collection of waste immediately with information to Karnataka State Pollution Control Board. The delayed payments will be collected with an interest 18% per Annum.

or Maridi B10 Industries Pvt Ltd

SECRETARY

For CBCI Society for Medical Education

C.B.C.I. SOCIETY FOR MEDICAL EDUCATION ST. JOHN'S NATIONAL ACADEMY OF HEALTH SCIENCES SARJAPUR ROAD, BANGALORE - 560 034

- P. In case of violation of any of the agreed conditions of this MOU by either side, either party may terminate this agreement by issuing a notice is writing stating the desire to terminate this Memorandum of Understanding with immediate effect. The contract may also be terminated by unilateral declaration of the intention to terminate, with minimum of one months notice or by an adjustment of contract amount equal to one months notice or by an adjustment of contract amount equal to one month between the parties who are signatories to this contract.
- Q. This Memorandum of Understanding is entered into on the express understanding that Maridi will maintain and run the facilities and collect transport and treat the waste at their plant strictly in accordance with the consent of the Karnataka State Pollution Control Board and it shall be their responsibility to obtain the consent and keep the same always current.
- R. All disputes, differences and claims arising out of this agreement shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996, or any statutory Amendments thereof, the dispute shall be referred to a sole Arbitrator and if the parties are not in Agreement to such sole Arbitrator then such of the parties shall appoint an Arbitrator who in turn shall appoint a Third Arbitrator. The Arbitration proceedings shall be held at Bangalore. The Language of Arbitration shall be in English.

All the above points will have legal bindings for a period of three (3) year from date of this agreement.

This Agreement will be effective for period of three year with effect from 01.03.2021 to 28.02.2024.

| For Maridi B10 Industries Pvt Ltd | For CBCI Society for Medical Education                                       |                            |
|-----------------------------------|--|----------------------------|
| Vice President Operation & B D    | SECRE  C.B.C.I. SOCIETY FOR M  ST. JOHN'S NATIONAL ACADE  SARJAPUR ROAD, BAN | MEDICAL EDI<br>MY OF HEALT |
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| Witness: 1           | 2 |
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| B. SRIDHER,          |   |
| Maridi his Judentius |   |

# **ANNEXURE**

SCHEDULE I [See rules 3 (e), 4(b), 7(1), 7(2), 7(5), 7 (6) and 8(2)] Part-1

Biomedical wastes categories and their segregation, collection, treatment, processing and disposal options

| Category | Type of Waste   | Type of Bag or<br>Container to be<br>used          | Treatment and Disposal op  |
|----------|---|--|--|
| (1)      | (2)   | (3)  | (4)  |
| Yellow   | (a) Human Anatomical Waste:<br>Human tissues, organs, body<br>parts and fetus below the viability<br>period (as per the Medical<br>Termination of Pregnancy Act<br>1971, amended from time to<br>time).                 | Yellow coloured<br>non-chlorinated<br>plastic bags | Incineration or Plasma Pyro deep burial*   |
|          | (b)Animal Anatomical Waste: Experimental animal carcasses, body parts, organs, tissues, including the waste generated from animals used in experiments or testing in veterinary hospitals or colleges or animal houses. |  |  |
|          | (c) Soiled Waste: Items contaminated with blood, body fluids like dressings, plaster casts, cotton swabs and bags containing residual or discarded blood and blood components.  |  | Incineration or Plasma Pyroly deep burial  In absence of above factorized autoclaving or micro with hydroclaving followed by shredd mutilation or combination sterilization and shredding. To waste to be sent for energy recovery |
|          |   |  | Expired 'cytotoxic drugs and contaminated with cytotoxic   |

| like ontibies  | los  |   |  |
|--|--|---|--|
| with cytotox   | ics, cytotoxic drug<br>items contaminate<br>ic drugs along win<br>stic ampoules, via   | ed containers   | to be returned back to manufacturer or supplied incineration at temperature of or to common bio-medical treatment facility or haze waste treatment, storage disposal facility for incineral >1200 of the common bio-medical treatment facility for haze waste treatment, storage disposal facility for incineral >1200 of the common bio-medical facility for incineral >1200 of the common bio-medical facility for incineral storage disposed by incineration. |
| disinfectants.   | ed in production of<br>used or discarded   | Yellow coloured containers or non-<br>chlorinated plastic<br>bags | Plasma Pyrolysis or Engage   |
| biological and disinfectants, Si developing II Formalin, infe aspirated book from laborate washings, cl keeping and disinfect. | enerated due to use in production of used or discarded Silver X-ray film iquid, discarded ected secretions, dy fluids, liquid prics and floor eaning, house-infecting activities | leading to office   | After resource recovery, chemical liquid waste shall be treated before mixing with wastewater. The comb discharge shall conform to discharge norms given in School III.  |
| (g) Discarded I beddings cont blood or body flu  | taminated with laid.   | Non-chlorinated yellow plastic bags or suitable packing material  | Non- chlorinated chem disinfection followed incineration or Plazma Pyrolysis for energy recovery.  |
|  |  |   | In absence of above facility shredding or mutilation combination of sterilization a shredding. Treated waste to be story energy recovery or incineration of Plazma Pyrolysis.  |
| (h)<br>Biotechnology   |  | Autoclave safe blastic bags or                                    | Pre-treat to sterilize with no<br>chlorinated chemicals on-site as p   |

|           | clinical tal   |
|-----------|--|
|           | clinical laboratory waste: Blood bags, Laboratory cultures, stocks or specimens of microorganisms, live or attenuated vaccines, human and animal cell cultures used in research, industrial laboratories, production of biological, residual toxins, dishes and devices used for cultures.  Containers  National AIDS  Organisation or Work  Organisation guidelines for Incineration.   |
| Red       | Contaminated (Recyclable)  (a) Wastes generated from disposable items such as tubing, bottles, intravenous tubes and sets, catheters, urine bags, syringes (without needles and fixed needle syringes) and vaccutainers with their needles cut) and gloves.  Red coloured non-chlorinated plastic bags or containers  Red coloured non-chlorinated plastic bags or containers  Autoclaving or micro hydroclaving followed by shree mutilation or combination sterilization and shredding, waste to be sent to registe authorized recyclers or for recovery or plastics to diesel or or for road making, whiche possible.  Plastic waste should not be said landfill sites. |
| (Transluc | Waste sharps including Metals: Needles, syringes with fixed needles, needles from needle tip cutter or burner, scalpels, blades, or any other contaminated sharp object that may cause puncture and cuts. This includes both used, discarded and contaminated metal sharps  Puncture proof, Leak proof, tamper proof containers  Sterilization followed by shre or mutilation or encapsulation metal container or cement combination of shredding autoclaving; and sent for disposal to iron foundries (has consent to operate from the Spollution Control Boards Pollution Control Committees sanitary landfill or design concrete waste sharp pit.                       |
| Blue      | (a) Glassware: Broken or discarded and contaminated glass including medicine vials and ampoules except those contaminated with cytotoxic wastes.  Cardboard boxes with blue colored marking  Cardboard boxes with blue colored marking  With detergent and Sodi Hypochlorite treatment) or through autoclaving or microwaving hydroclaving and then sent recycling.  |

| (b) | Metallic Body Implants | Cardboard boxes with blue colored marking |  |
|-----|------------------------|---|--|
| 100 |                        |   |  |