

SSI Regd. : DICPC/SWC-188/PMT/00/1117

PCC/HO/BMW/1650521

# KASHMIR HEALTH CARE SYSTEM



## COMMON BIO MEDICAL WASTE TREATMENT FACILITY

4154, I.G.C Lassipora, Pulwama, Kashmir  
Contact : 9149756870, 7006752109

### AGREEMENT CERTIFICATE

Ref No. KHCS/24/

This is to certify that Bio-Medical Waste (BMW) generated by M/S D.S  
Health Care, Moominabad Ashajipora is being  
Anantnag  
collected as per schedule-I of Bio Medical Waste (Management & Handling) rules 2016 for  
scientific treatment at our Common Bio-Medical Waste Treatment Facility located at 4154,  
I.G.C. Lassipora, Pulwama. This certificate is valid from 01-Sep-24 to 31-Aug-25





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Jammu and Kashmir

₹10

e-Stamp

Certificate No. : IN-JK17251452306824W  
Certificate Issued Date : 19-Sep-2024 03:49 PM  
Account Reference : NEWIMPACC (SV)/jk12546304/ KHANYAR/ JK-JM  
Unique Doc. Reference : SUBIN-JKJK1254630422788548846023W  
Purchased by : MS KASHMIR HEALTH CARE SYSTEMS AT IGC LASSIPORA PL  
Description of Document : Article 5 Agreement or Memorandum of an Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MS KASHMIR HEALTH CARE SYSTEMS AT IGC LASSIPORA PL  
Second Party : Not Applicable  
Stamp Duty Paid By : MS KASHMIR HEALTH CARE SYSTEMS AT IGC LASSIPORA PL  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



**AGREEMENT**

This Agreement is entered into on

01 / Sep / 2024 - 31 / Aug / 2025

Between

M/S Kashmir Health Care Systems at IGC Lassipora, Pulwama Kashmir (through its representative).

AND

D.S Healthcare, Moolmunabad  
under Proprietorship Of

Ashayipora Anantnag, Prop: Zaid (Hereinafter  
referred as Generator).  
Aftab Dabae

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholiestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Whereas the Kashmir Health Care Systems [KHCS] has setup a common bio-medical waste treatment disposal facility (CBWTF) at 4154, IGC Lassipora Pulwama Kashmir and has obtained authorization/consented from State Pollution Control Board (JKSPCB) for collection transportation treatment and disposal of Bio medical waste (BMW) generated by the health care establishment (Hospital, Nursing home, Blood Bank, OPD Clinic, pathological Lab, Diagnostic center etc)

Whereas Kashmir Health Care Systems offers to provide services to the generator on user pace principal for collection, transportation, treatment and disposal of Bio Medical waste at the prevalent rates.

Whereas the generator is a hospital OPD / pathological laboratory /Diagnostic center and agrees to avail the services being provided by Kashmir Health Care Systems with the terms and conditions as listed on succeeding Paras. **The agreement is valid for one year from the date of effect.**

#### **RESPONSIBILITIES OF KASHMIR HEALTH CARE SYSTEMS**

1. Kashmir Health care Systems shall meet all the rules and regulations of the Central and State Pollution Control board and the Acts governing the waste management including Environmental rules and acts.
2. Kashmir Health Care Systems shall collect BMWs from the generator who has procured authorization from Pollution Control Board.
3. In case Kashmir Health care Systems fails to collect the BMW within 48 hours of the designated time due to any reason the generator shall inform Kashmir Health Care Systems at IGC Lassipora Pulwama who will ensure strict collection the BMW with next 48 hrs and KHCS office shall maintain a register for such complaints filed by the generator.
4. Kashmir Health Care Systems office shall collect the segregated BMW from the identified common waste collection site (segregation shed) in the premises of generator and shall not accept the BMW from any other premise(s).
5. Kashmir Health Care Systems office has a right to ask for an adequate segregation waste shed if the quantity of waste grows with the bed increase and shall not accept BMW from outside the segregation Shed from the generator.
6. Kashmir Health Care Systems office shall transport segregated waste in a closed container vehicle upto its treatment plant.
7. Kashmir Health Care Systems office will sensitize the generator regarding colour coded segregation of BMW.
8. Kashmir Health Care Systems office shall schedule the timing for the collection of waste in consultation with generator.
9. Kashmir Health Care Systems office will not be liable for environmental protection Act 1986 or any similar regulations setup by the central and state PCB (Govt bodies) in the event the generator violates any of the terms and conditions.





10. Kashmir Health Care Systems office shall be responsible for appropriate treatment of disinfected waste at the centralized facility as per schedule 1<sup>st</sup> of BMW rules 1998.

**Responsibilities of the Generator**

1. Generator shall segregate the waste at the point of generation in accordance with the BMW (M&H) rules 1998.
2. That the generator shall collect the segregated BMW in sealed non chlorinated plastic bags as stipulated by State Pollution Control Board (SPCB) norms. BMW shall not be lifted in open condition of waste.
3. Generator should have well established barcode system which would be the pre requisite for lifting of BMW by the Kashmir Healthcare System as per the guidelines.
4. **In no case un-segregated waste will be lifted** by the service provider, Generator should take all steps to stop the un-healthy practice which otherwise will force the service provider to stop the service within a notice of 10 days under an intimation to State Pollution Control Board.
5. All consumable like bags, waste bins and disinfectants etc shall be procured by the generator at its own cost for their segregation staff and shed.
6. The generator shall disinfect the sharps and mutilate them and hand them over in puncture proof containers to Kashmir health care Systems office.
7. The generator shall take all the steps to ensure that the BMW is handled without adverse effect to human health and environment.
8. The generator must establish a common secured waste collection site (segregation shed) within its premises for collecting and final disposal to Kashmir Health care Systems.
9. The generator shall maintain all the relevant records and make report of the accidents, if any as prescribed under rules.
10. If the centre is closed for any reason, generator shall submit an application for same within seven days to stop the monthly bills. Otherwise, generator will be responsible for paying the full amount, even if no service was provided.
11. The generator is solely responsible for renewing their agreements from the office once the agreement has expired.
12. The generator shall be solely responsible for the change in Title name, location, proprietor change etc and shall inform Kashmir health care Systems and SPCB within seven days about any such changes.
13. The generator shall be solely responsible for the change in declared number of beds and shall inform Kashmir health care Systems and SPCB within seven days about any such change in the number of beds. In case of non reporting will be considered suppression of facts which must have monetary consequences.
  - I. Total Number of beds as per sanction \_\_\_\_\_ (at present) at the rate of 8.00 per bed per day inclusive of all taxes and charges with lab charge Rs. 1200/=
  - II. BMW Registration Charges: Rs 5600 (including GST) that will be one time and non refundable, with a monthly or a yearly bill.





## TERMS OF MEMBERS AND PAYMENT

- 1) The GENERATOR shall pay a membership registration fee of Rs. 5600 (including GST) in case of private Hospital, pathological/ routine labs which is onetime, non-refundable charges..
- 2) The GENERATOR in case of a bedded centre shall pay a monthly bill based on the number of sanctioned beds, at the rate of 8.00 per bed per day inclusive of all taxes.
- 3) The GENERATOR shall credit a monthly due in the company account 0906010100000077 maintained at J&K Bank and generator shall provide an self declared authorization/ consent form in the name of the concerned branch of J&K Bank where his/her bank account is maintained to deduct/ credit the due charges towards KHCS and must be credited in the company account on 7<sup>th</sup> of every succeeding monthly bill.
- 4) Kashmir Health Care Systems shall not collect BMW from GENERATOR if the payment of the servicing month is not received by or before 15<sup>th</sup> of succeeding month.
- 5) Payments made in favor of Kashmir Health Care Systems in the form of AC payee cheque and bounces if any shall be dealt under law .



FOR Kashmir Health Care Systems.

Authorized Signatory







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Certificate No. : IN-JK95360548505524W  
Certificate Issued Date : 08 May 2024 09:21 PM  
Account Reference : NEWIMPACC (SV)/ jk12546304/ KHANYAR/ JK-JM  
Unique Doc. Reference : SUBIN-JKJK1254630480147202773714W  
Purchased by : MS KASHMIR HEALTH CARE SYSTEMS AT IGC LASSIPORA PL  
Description of Document : Article 5 Agreement or Memorandum or an Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MS KASHMIR HEALTH CARE SYSTEMS AT IGC LASSIPORA PL  
Second Party : Not Applicable  
Stamp Duty Paid By : MS KASHMIR HEALTH CARE SYSTEMS AT IGC LASSIPORA PL  
Stamp Duty Amount (Rs.) : 10  
(Ten only)



*Subhash*  
*Naik*

D.S Health Care  
Mominabad Anantnag

### AGREEMENT

This Agreement is entered into on 01 / Feb / 2024 — 31 / Jan / 2025  
**Between**

M/S Kashmir Health Care Systems at IGC Lassipora, Pulwama Kashmir (through its representative herein referred as party Number 1/Service Provider)

D.S Health Care Mominabad, Ashajipora  
Anantnag.

01E 0009424100  
(Hereinafter)

referred as Party No.2 /Generator/HCU).



WHEREAS First Party has expressed its willingness to provide its services to the Second party for online barcode monitoring system to the Health Care Unit for compliance under Bio Medical Waste Management Rules 2016

AS WHEREAS both the parties have agreed with each other's regarding the Contractual Agreement/deed on the following terms and conditions:-

**NOW THIS DEED FURTHER WITNESSETH AS UNDER:-**

**TERMS OF REFERENCE**

**Responsibility of the "HCU"**

- (a). Health Care Unit would be responsible to paste the Bar Code/QR Code label on each bag as per category of schedule-1 of prescribe BMW Rule 2016
- (b) Will take steps to segregate the waste at the source of generation in accordance with schedule-I & II of BMW (Management & Handling) Rules in compliance with standard prescribed rules.
- (c) The Party Number 1 reserves the right to refuse lifting of Bio-Medical Waste if it is not properly segregated as per cited rules.
- (d) Will maintain the record of Bio-Medical Waste generated/handed over.

**Responsibility of "Service Provider"**

- (a) Will manage the website where all data pertaining to receive, collect, transport and dispose off the BMW, handed over by HCU will be maintained.
- (b) Will provide the QR code labels stickers of all categories (Red, Blue, Yellow & White) on chargeable basis @ Rs1.20 per QR Labels plus GST Extra (@18%) as when required, which should be displayed on bags, to be scanned during the disposal of the BMW by the Service Provider coming to pick the material.

**JOINT PROCEDURE ORDER**

The Client and Operator both will jointly prepare a detailed procedure order covering the working methodology to be adopted during the terms of contract and the same will become approach paper for the contract.

**GENERAL TERMS & CONDITIONS**

1. The terms of this Agreement shall remain effective/in force for a period from 01/02/24 to 31/01/25.
2. The first party Kashmir Health Care Systems will charge Rs 300 + GST(18%) = RS 354 per month for maintenance of the website and QR Code labels will be charged as @Rs1.20 Paise per labels + GST (@18%).
3. Taxes such as Service Tax or any other Tax or charges would be extra
4. Will renew their contractual agreement one-month before the date of expiry.
5. An increase of 10% extra charge will be calculated on the current Monthly Charges and Bar Code Labels at the time of renewal of this agreement in the subsequent year.
6. No change or modification or waiver of any of the terms of this agreement shall be effective unless agreed to in writing and signed by a duly authorized officer of each of the parties hereto.
7. Neither party shall transfer and/or assign the rights granted under the Contractual Agreement without the prior intimation to and permission of the other party or without obtaining a written undertaking by the

*[Signature]*  
D.S Health Care  
Mominabad Anantnag



proposed assignee/transferee agreeing to assume all said party's obligations and covenants contained herein.

This agreement shall be governed by the laws prevailing in Jammu & Kashmir.

9. All notices, requests, demands and other communications required/permitted to be given under this agreement shall be in writing and delivered by hand against receipt, or sent by registered mail/e-mail-kkashmirhealthcaresystem@gmail.com OR at the permanent correspondence address Kashmir Health Care Systems, Shah-i-Hamdan Complex, Kak Sarai, Karan Nagar, 190010, Srinagar of M/S Kashmir Health Care Systems.
10. Any such notice or communication shall be deemed to have been duly given and served at the date and time of (I) delivery or of first refusal of delivery, if sent by registered mail or delivered by hand.

IN WITNESS WHEREOF, both the parties have put their hands on this deed on the day month and year first above mentioned in the presence of the following witnesses.

WITNESSES: -

Prepared by

1. D.S Health Care  
Mominabad Anantnag  
On behalf of Generator/HCU

2. \_\_\_\_\_  
On behalf of Operator

(AUTHORIZED SIGNATORY)

(SIGNATURE/DESIGNATION)