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தமிழ்நாடு தமிழ்நாடு TAMIL NADU

96AB 449505

ASEPTIC SYSTEMS Rs. 20/-

Bio-Medical Waste Management Company
B1, C Colony, Perumalpuram,
Tirunelveli - 627 007.

4 JAN 2022 M.V. VELMURUGAN
STAMP VENDOR L.No.2/2003
2, Thirupugal Street,
PALAYAMKOTTAI,
TAMIL NADU.

AGREEMENT OF SERVICE

This Agreement is made & entered into on this 24th Day of Jan - 2022.
Between

M/S. Aseptic Systems Bio Medical Waste Management Company, functioning at No:B1, 'C' Colony, Perumalpuram, Tirunelveli – 627 007 (Herein after called as Facilitator) represented by its Authorized Signatory Manager Mr. N.Murugan.

And

M/S. SREE MOOKAMBIKA INSTITUTE OF MEDICAL SCIENCES (Padanilam Welfare Trust) a Health Care Establishment (Herein After Called as HCE) providing its services at Velayuthan Paillai Memorial Hospital Complex, Padanilam Kulasekharam - 629 161, Kanyakumari District. Represented by Dr. C.K. VELAYUTHAN NAIR, B.Sc., M.B.B.S., M.S., Chairman.

For ASEPTIC SYSTEMS BMW Co.

For the Facilitator

Manager

For the Hospitals

Dr. C K Velayuthan Nair, MS
Chairman

Sree Mookambika Institute of Medical Sciences,
Kulasekharam, Kanyakumari Dist.,
Tamilnadu - 629 161.

- c) The subscription paid beyond the stipulated date of 10th of every month, shall attract a penalty of Rs.30/- per day up to date of actual payment.
 - d) Returned Cheque shall be charged Rs. 50/- extra in addition to the actual bank charges.
 - e) The **FACILITATOR** shall stop its services, if payments are not received within 30 days, with due intimation to the **TUTIKAN GREENVIRON TRUST** & the **TNPCB**.
 - f) **The FACILITATOR** shall collect the minimum subscription of **Rs. 2,250/-** per month (exclusive of service tax)
- 10. The **FACILITATOR** shall provide the **initial training about segregation of waste, collection of wastes** in colour bags / bins as well as occupational safety in management and handling of Bio –Medical Waste **free of cost**.
 - 11. The **HCE** shall segregate the wastes as per schedule II of the **Bio Medical Waste (Management & Handling) Rules 2016, subsequently as amended**, at the point of generation in its premises and store such segregated Medical Waste in designated Color Coded Containers / Bags, prior to collection, by the **FACILITATOR**.
 - 12. The **FACILITATOR** shall distribute colour coded Bags and Puncture Proof Containers / bags at cost.
 - 13. The **FACILITATOR** will supply the needle destroyer unit at cost, to ensure all the needles are destroyed effectively at the sources, as directed by the **Tamilnadu of Pollution Control board**.
 - 14. The **HCE** shall ensure that all the syringes disposed shall not have any part of the needle.
 - 15. The **FACILITATOR** shall collect the Bio Medical Waste from, one particular point, of the **HCE** every day at a specified time & to suit the convenience of collection mechanism of the **FACILITATOR** and mutually agreed by both the parties. The **HCE** shall cooperate with the **FACILITATOR** Personnel for adherence of the time schedule as agreed and in all aspects of collection and Transportation of Bio- Medical waste at their Premises.
 - 16. The **FACILITATOR** shall issue a proof of receipt countersigned by both parties at the time of handing over the Bio Medical Waste. The **HCE** shall co-operate with the **FACILITATOR** personnel in all aspects of collection and transport of Bio Medical Waste at their premises. The issuance of countersigned receipt will be compulsory on part of the **FACILITATOR** to the **HCE** as a proof of entry and collection.
 - 17. In case The **FACILITATOR** fails to collect the waste with in 24 hours of previous collection, The **HCE** – shall inform the **FACILITATOR** and the same shall be cleared within the next 24 hours.
 - 18. The **FACILITATOR** shall meet all the rules and regulation stipulated by the **Tamil Nadu Pollution Control Board**
 - 19. Complaints (if any) shall be attended with in the shortest possible time, (within 48 Hours).

For ASEPTIC SYSTEMS BMW Co.

For the **FACILITATOR**
Manager

for the Hospitals

Dr. C K Velayuthan Nair, MS
Chairman
Sree Mookambika Institute of Medical Sciences,
Kulasekharam, Kanyakumari Dist.,
Tamilnadu - 629 161.

1. WHERE AS: **THE FACILITATOR** has established a **common treatment facility** at 110/4, Pappankulam Village, Nanguneri Taluk, Tirunelveli District in accordance with the **Bio Medical Waste (Management and Handling) Rules 2016, subsequently as amended**, for **Collection, Transportation, Treatment and Disposal** of the Bio- Medical Wastes generated by the **Health Care Establishments** (Hospitals, Nursing Home, Diagnostic Centers, Clinical Laboratories, Dental Clinics, Blood Bank Etc.) Situated in Tirunelveli, Thoothukudi and Kanyakumari Districts.
2. WHERE AS the **HCE** is engaged in Various Medical Treatment services is in need of **Collection, Transportation, Treatment and Disposal** of the Bio Medical Waste generated from its premises.
3. The **HCE** who uses the service of the **FACILITATOR** shall pay a one time Agreement Renewal fees of Rs. 100/-towards membership.
4. Whereas the **FACILITATOR** offers to provide the services required for the members of the **HCE** to be complied with the above said rules, on a "**User – Pay – Principle**" at Rs.Fixed Amount **1,00,000** to be paid on monthly basis. and **GST** will be extra if applicable. Our minimum Service Charge is **Rs.2,250/-Per month** However the present rate of **Rs.8.00/bed/day** – is already Under revision and once it is revised it will come in to effect immediately.
5. As per Government Order **GST is exempted to our services till this date and if it is applicable then** it will be added to the monthly service charges bill and should be paid by **HCE**.
6. The rate will be reviewed and revised every year based on increase in Diesel price, Electricity charges & wholesale price index jointly by the **TUTIKAN GREENVIRON TRUST** and the **FACILITATOR** taking into account of the fluctuations in the above.
7. (a) The HCE has 550 Number of **Beds** as on this day of agreement. The exact number of beds will be taken into account as per the latest declaration given to the **Tamilnadu Pollution Control Board** while obtaining **authorization** by the **HCE** or as per estimation made on physical verification by the **FACILITATOR**. Any alteration in beds strength shall be immediately reported to the **FACILITATOR**, and the **Tamilnadu Pollution Control Board**.

(b) The **HCE** hereby agrees to allow management and staff of the **FACILITATOR**, the **TUTIKAN GREENVIRON TRUST** & the **TNPCB** to inspect and assess the exact number of beds installed and inspect the segregation waste stored in its premises before the same is collected by the **FACILITATOR**, as and when required.
8. The **HCE** shall pay 30 days charges as refundable deposit to the **FACILITATOR**.
9. Billing & Payment:
 - a) The **FACILITATOR** shall send bill for the preceding month by the 3rd of the every month and the **HCE** shall pay the same on or before 10th of the same month and the same shall be paid as **DD/Account payee Cheque** only drawn in favour of **M/s. Aseptic Systems Bio Medical Waste Management Company**, payable at **Tirunelveli**.
 - b) Any deviation or undue delay caused in this regard will attract two (2) months billing in advance as security deposit with due intimation to the concerned **Indian Medical Association**, the **Tutikan Greenviron Trust** and the **Tamilnadu Pollution Control Board**.

For the **FACILITATOR** **Manager**

For the **FACILITATOR**

Dr. C. K. Velayuthan Nair, MS
Chairman
Sree Mookambika Institute of Medical Sciences,
Kulasekharam, Kanyakumari Dist.,
Tamilnadu - 629 161.

20. This agreement is subject to force majeure i.e. -
- a) war invasion, mobilization, requisition , or embargo;
 - b) rebellion, revolution, insurrection or military or usurped power, or civil war;
 - c) Government order restrictions, riots, hartal, bandh, strike, fire epidemics, sabotage, act of god like earthquake, floods, accidents, breakdown of machinery or any other reasons whatsoever beyond the reasonable control of the **FACILITATOR**.
21. If any force majeure event outside the control of both parties during the currency of this agreement, which renders it impossible or unlawful for the **FACILITATOR** to fulfill its agreement obligations, the **HCE** shall not seek any remedy legal or financial from the **FACILITATOR**. However, the terms of this agreement shall be restored as far as both the parties are concerned, once the force majeure events cease to exit.
22. The **FACILITATOR** shall be Liable for violation (if any) under the Bio –Medical Waste (**Management and Handling**) Rules 2016, **subsequently as amended**, from the time the waste is handed over to the **FACILITATOR**.
23. The **FACILITATOR** & The **HCE** hereby undertake to adhere to this "Agreement of Services" for a minimum period of **3 years** and can be renewed thereafter for such period and on such terms & Conditions as the parties mutually agree thereon **24.1.2022 to 24.1.2025**
24. A coordination committee will be set up comprising the representatives of the **TUTIKAN GREENVIRON TRUST**, concerned **INDIAN MEDICAL ASSOCIATION** and the **FACILITATOR**. The committee will address to the grievances, omissions, lapses and any other issues arising out of day to day activities on behalf of both the parties. The decision of forming co-ordination committee will be the best interest of amicable settlement for both parties (the **FACILITATOR** & the **HCE**).
25. All disputes arising out of or incidental to or concerning this agreement shall be in accordance with the Indian Arbitral and Conciliation Act only and shall be referred to the decision of the sole arbitrator to be nominated by the representative of the **FACILITATOR** and the **HCE** and the decision of the said arbitrator shall be final and binding on both parties and subject to Tirunelveli jurisdiction only.

For **ASEPTIC SYSTEMS BMW Co.**

For the **FACILITATOR**

Manager

Witness: - 1.



Dr. C. K. Velayuthan Nair, MS
Chairman
Sree Mookambika Institute of Medical Sciences,
Kulasekharam, Kanyakumari Dist.,
Tamilnadu - 629 161.

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