

भारतीय गैर न्यायिक

बीस रुपये

रु. 20

Rs. 20

TWENTY
RUPEES

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

19 FEB 2021

80AB 364067

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

P. ஜோசப் P. ராயன்
முத்திரைத்தாள் விற்பனையாளர்
74, மதுரை ரோடு, திருநெல்வேலி-1.
உரிமம் எண்: 3 of 1997

AGREEMENT OF SERVICE

This Agreement is made & entered into on this 8th Day of April - 2021.
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. RAJA DENTAL COLLEGE AND HOSPITAL a Health Care Establishment (Herein After Called as HCE) providing its services at Kavalkinaru Junction, Tirunelveli - 627 105, Tirunelveli District. Represented by DR.JACOB RAJA, M.D.S., Chairman.

For ASEPTIC SYSTEMS B.M.W.M.C.,

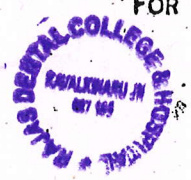
For the Facilitator

For Hospitals

FOR RAJAS DENTAL COLLEGE & HOSPITAL

PRINCIPAL

RAJAS DENTAL COLLEGE & HOSPITAL
KAVALKINARU JN - 627 105.
TIRUNELVELI DISTRICT.



CHAIRMAN

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 registration fees of Rs. 200/- 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. 23,000 / - Month to be paid on monthly basis, and GST Tax will be extra if applicable.
5. As per Government Order GST Tax 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 250 Number of Chair as on this day of agreement. The exact number of Chairs 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 chairs 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 Chairs 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 bill on or before 10th of the same month and the same shall be paid as DD/Account payee Cheque drawn in favor 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. Due intimation to the concerned Indian Medical Association, the Tutikan Greenviron Trust and the Tamilnadu Pollution Control Board.

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For the FACILITATOR

Manager




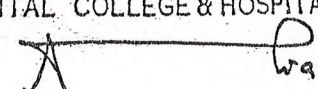
FOR RAJAS DENTAL COLLEGE & HOSPITAL

CHAIRMAN

for the Hospitals

- 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) Return 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 TIRUNELVELI GREENVIRON TRUST & the TNPCB.
 - f) The FACILITATOR shall collect the minimum subscription of Rs. 23,000/- per month.
10. The FACILITATOR shall provide the initial training about segregation of waste, collection of wastes in colour coded 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 1998, 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 HCE shall also label the container / Bags according to scheduled III of Bio Medical Waste (Management and Handling) Rules 1998, subsequently as amended by Government of India.
 13. The FACILITATOR shall distribute colour coded Bags and Puncture Proof Containers / bags at cost.
 14. 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.
 15. The HCE shall ensure that all the syringes disposed shall not have any part of the needle.
 16. 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.
 17. 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.
 18. In case the FACILITATOR fails to collect the waste within 48 hours of previous collection, The HCE - shall inform the FACILITATOR and the same shall be cleared within the next 24 hours.
 19. The FACILITATOR shall meet all the rules and regulation stipulated by the Tamil Nadu Pollution Control Board.
 20. Complaints (if any) shall be attended with in the shortest possible time, (within 48 Hours).


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For the FACILITATOR

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21. 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.
22. 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 insofar as both the parties are concerned, once the force majeure events cease to exit.
23. 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.
24. 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 8.4.2021 to 31.3.2024.
25. A coordination committee will be set up comprising the representatives of the TUTIKAN GREENVIRON TAMIL NADU NEREMED INDIAN MEDICAL ASSOCIATION and the FACILITATOR. The committee will address 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 of both parties (the FACILITATOR & the HCE).
26. All disputes arising out of or incidental to or concerning this agreement shall be in accordance with the Indian Arbitration 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 ASPTIC SYSTEMS BMW/Co

FOR RAJAS DENTAL COLLEGE & HOSPITAL

For the FACILITATOR

Manager

CHAIRMAN

For the Hospitals

PRINCIPAL
RAJAS DENTAL COLLEGE & HOSPITAL
KAVALKINARU JN - 627 105.
TIRUNELVELI DISTRICT.



2.

P. J. J. J. J.

C. Dr. S. S. S. S. S.