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தமிழ்நாடு (Tamil Nadu) TAMIL NADU

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

Aseptic systems
Tirunelveli

AGREEMENT OF SERVICE

This Agreement is made & entered into on this 3rd Day of March -2011.

Between

M/s. Aseptic Systems Bio Medical Waste Management Company, functioning at A-65, 5th Cross Street, N.G.O. 'A' Colony, Tirunelveli - 627 007 (Herein after called as **Facilitator**) represented by its Partner **Mr. U.M. Vidhyasegar**

And

M/s. Raja Dental College and Hospital a Health Care Establishment (Herein after Called as HCE) Providing its Services at Kavalkinaru Junction, Tirunelveli District represented by **Dr. Jacob Raja, M.D.S., Chairman /Proprietor / Authorized Signatory / Chief Medical Officer / Administrator /Director / Chief Medical Officer /Managing Director /Asst. Surgeon/Director /Managing Partner /Medical Officer In charge / Partner /Trustee /etc.**

J. Raja

[Signature]
PRINCIPAL

RAJAS DENTAL COLLEGE & HOSPITAL
KAVALKINARU IN - 627 106,
TIRUNELVELI DISTRICT.

1. **WHERE AS: THE FACILITATOR** has established a common treatment facility at Pappankulam Village, Nanguneri Taluk, Tirunelveli District in accordance with the Bio Medical Waste (Management and Handling) Rules, 1998 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. Where as 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.18000/- to be paid on monthly basis.
5. The HCE shall pay 30-days charges as refundable advance to the the **FACILITATOR**

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 Tamilnadu Pollution Control Board.
- 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.

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**.

- 8) 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.
- 9) The **FACILITATOR** shall distribute colour coded Bags, Bins and Puncture Proof Containers at cost.
- 10) The HCE shall ensure that all the syringes disposed shall not have any part of the needle.

[Handwritten Signature]
For the **FACILITATOR**

[Handwritten Signature]
For the HCE



- 11) 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.
- 12) 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.
- 13) In case The FACILITATOR fails to collect the waste within 24 hours of previous collection, The HCE - shall inform the FACILITATOR and the same shall be cleared within the next 24 hours.
- 14) The FACILITATOR shall meet all the rules and regulation stipulated by the Tamil Nadu Pollution Control Board.
- 15) Complaints (if any) shall be attended with in the shortest possible time, (within 48 Hours).
- 16) 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, bands, 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.
- 17) The FACILITATOR & The HCE hereby undertake to adhere to this "Agreement of Services" for a minimum period of 10 years and can be renewed thereafter for such period and on such terms & Conditions as the parties mutually agree thereon.

[Handwritten Signature]
For the FACILITATOR

Witness: - 1.

2. *[Handwritten Signature]* (S. DURARAJ)

[Handwritten Signature]
For the HCE

[Handwritten Signature]
PRINCIPAL
BAJAS DENTAL COLLEGE & HOSPITAL
KAVALKINARU JN - 627 105.
TIRUNELVELI DISTRICT.