



தமிழ்நாடு தமில்நாடு TAMILNADU

6700

BC 629849

23634 Trichy SRM Medical collage

7 JUL 2018

Hospital and Research centre,
Irungalur

S. ராஜ்குமார்
மு.தா. வி

L.No: 6/2000
மசிரி, தமிழ்நாடு

AGREEMENT

**FOR COLLECTION, TRANSPORTATION, TREATMENT
AND DISPOSAL OF BIOMEDICAL WASTE**

This Agreement made and entered in at TIRUCHIRAPALLI on 7th day of JULY 2018 M/s. MEDICARE ENVIRO SYSTEMS (MES) incorporated under the Companies Act 1952 having its facility at Survey No.208 & 209 Ayothipatti road, Sengipatti Village, Tanjore District and having its registered office at MIG 269, New Housing Unit, Pudukkottai Road, Serfoji College Post, Tanjore 613 005, herein called as Medicare Represented by Mr. Shantharam, partner and authorized signatory herein called the FIRST PARTY.

AND

TRICHY SRM MEDICAL COLLEGE HOSPITAL AND RESEARCH CENTRE, unit of SRM Institute of Science and Technology Trust, IRUNGALUR Village, Manachanallur Taluk, Trichy District - 621 105 herein called as Trichy SRM Medical College Hospital and Research Centre, Represented by Dr.A.Jesudoss, M.S.,D.L.O., Dean, herein called the SECOND PARTY.

R. Shantharam
7/7/18

FIRST PARTY



Dr. A. Jesudoss
7/7/18
DEAN
TRICHY SRM MEDICAL
COLLEGE HOSPITAL AND
RESEARCH CENTRE
Irungalur, Trichy-621 105.
SECOND PARTY

Agreement for Bio-waste disposal with MEDICARE

WHEREAS the FIRST PARTY has set up a common off-site Biomedical Waste Treatment facility at Tanjore District in accordance with standards prescribed in Biomedical Waste (Management and Handling) Rules 1998 as amended to date for treatment and disposal of Bio medical wastes generated by various Health Care establishments in and around Tanjore District.

WHEREAS the SECOND PARTY is Health Care Establishment, engaged in the service of providing various type of a medical treatment facilities and generates Bio-Medical Wastes as defined under the Biomedical waste (Management & Handling) Rules, 1998 in the course of such medical service to people.

WHEREAS the SECOND PARTY is enrolled with the FIRST PARTY for collection, transportation, treatment and final disposal by the FIRST PARTY, of such Biomedical waste as generated in the SECOND PARTY's Health Care Facilities.

WHEREAS now the SECOND PARTY enters into an Agreement with FIRST PARTY as per the following terms and conditions:-

1. The SECOND PARTY declares that it has strength of 750 beds.
2. This Agreement shall be in force with effect from 7th JULY 2018 for the period of Five (5) years up to 6th JULY 2023 and can be renewed thereafter for such period and on such terms and conditions as the parties mutually agree thereon. This agreement is in continuation of the earlier agreement entered between the First party and Second Party on 27th day of October 2014 and 27th day of October 2017.
3. The SECOND PARTY will segregate the Biomedical wastes as per Schedule II of the Biomedical Waste (Management and Handling) Rules, 1998 at the point of generation in its Health Care Facility which includes Trichy SRM Medical College Hospital & Research Centre, College Depts. and animal house and store at Irungalur Village, Mannachanallur Taluk, Tiruchirappalli District, Urban Health Training Centre of Trichy SRM Medical College Hospital & Research Centre at Samayapuram Post, Mannachanallur Taluk, Tiruchirappalli District and Rural Health Training Centre of Trichy SRM Medical College Hospital & Research Centre at Nanjai Sangenthi Village, Lalgudi Taluk, Tiruchirappalli District, such segregated Medical Wastes in designated colour coded containers / Bags prior to collection, transportation, treatment and final disposal by the FIRST PARTY.

Debarajan
2/7/18



FIRST PARTY

[Signature]
DEAN
TRICHY SRM MEDICAL
COLLEGE HOSPITAL AND
RESEARCH CENTRE
Irungalur, Trichy-621 105.

SECOND PARTY

4. The SECOND PARTY shall also label the containers/Bags according to schedule III of Bio medical Waste (Management & Handling) Rules, 1998.
5. The FIRST PARTY shall collect the Bio medical wastes from SECOND PARTY everyday at a specified time to suit the convenience of collection mechanism of the FIRST PARTY and the SECOND PARTY shall render all assistance to the FIRST PARTY in this regard.
6. The SECOND PARTY agrees to pay a Service Charge of Rs. 6.60 (Rupees Six and Sixty paise only) per bed per day to the FIRST PARTY for services to be rendered by the FIRST PARTY.
7. The SECOND PARTY has already paid a sum of Rs.72,000/- (Rs. Seventy Two thousand only) in three installments, towards advance payment, (i.e. First time for 300 beds Rs.36,000/- plus Second time for additional 150 beds Rs.18,000/- and Third time for another 150 beds Rs.18,000/-) which is refundable and will not carry any interest. SECOND PARTY had already paid Rs.500/- towards the Membership fee which is not refundable as per the earlier agreement. In addition on 04.11.2011 the SECOND PARTY has paid to the FIRST PARTY a sum of Rs.33,750/- for additional 150 beds (Total beds $300+150+150+150=750$ beds) towards additional advance payment, which is refundable and will not carry any interest. Thereby the total advance amount lying with the FIRST PARTY is Rs.1,05,750/- (Rupees. One lakh Five thousand and Seven hundred and Fifty only) by means of account payee drafts to **MEDICARE ENVIRO SYSTEMS**, total advance amount of Rs.1,05,750/- (Total amount $36000+18000+18000+33750=Rs.105750$) which shall be refunded at the time of termination of this agreement.
8. Both the parties agree that the rate of service charges mentioned in clause 6 above will be in force for a period of Five (5) years from the date of this agreement by the FIRST PARTY and thereafter the rate shall be revised by mutual consent after deliberations with Indian Medical Association Nursing Home Board.
9. Notwithstanding the above, the SECOND PARTY agrees to consider a revision in the rate if and when there is an increase in the fuel tariff by more than 20% over the prevailing rate.

N. Shanthan
7/7/18



FIRST PARTY

[Signature]
7/7/18
DEAN
TRICHY SRM MEDICAL
COLLEGE HOSPITAL AND
RESEARCH CENTRE
Irungalur, Trichy-621 105.

SECOND PARTY

10. The FIRST PARTY shall submit its bills towards Service Charges referred in clause 6 above on monthly basis to the SECOND PARTY at the end of each month and the SECOND PARTY shall pay the same before or on the 5th of the succeeding month.
11. The SECOND PARTY agrees to permit such authorized person/persons of the FIRST PARTY duly indicated in writing as and when the FIRST PARTY demands visual inspection of the segregated wastes stored in its premises before the same is collected by the FIRST PARTY from the said premises of the SECOND PARTY.
12. Any statutory claim, compensation, liability, damages, demand or penalty arising as a result of the employment of service personnel while collecting or transporting by the FIRST PARTY for performing the services contemplated herein or as a result of any accident / negligence / rash transporting resulting in death or injury to his personnel shall be paid and borne by the FIRST PARTY and the SECOND PARTY shall have nothing to do with the same. The FIRST PARTY shall take appropriate insurance cover to meet such claims. Neither the FIRST PARTY nor his personnel shall make any claim against the SECOND PARTY for any loss or injury sustained in the course of discharging or fulfilling the services.
13. The FIRST PARTY AGREES TO PROVIDE training on segregation of Bio-medical waste to the SECOND PARTY free of cost.
14. This agreement is subject to force-majeure i.e.
 - i) War, invasion, mobilization, requisition or embargo.
 - ii) Rebellion, revolution, insurrection or military or usurped power, or civil war.
 - iii) Government order restrictions, riots, fire, epidemics, sabotage, act of God like earthquake, floods, accidents, breakdown of machinery or any other reasons whatsoever beyond the reasonable control of FIRST PARTY.
15. Any failure in Machinery, equipment or in the transport the FIRST PARTY has to make necessary alternate arrangement to dispose the Bio-medical waste as per the norms for that no extra charges will be paid by the SECOND PARTY.

N. Satharav
7/7/14



FIRST PARTY

[Signature] 7/10/14
DEAN
TRICHY SRM MEDICAL
COLLEGE HOSPITAL AND
RESEARCH CENTRE
Irungalur, Trichy-621 105.

SECOND PARTY

16. Failure of the FIRST PARTY at any time to require performance and of any obligations hereunder shall not affect the rights of the SECOND PARTY and any failure by the SECOND PARTY to notify or take any action in respect of any breach of any provision of this agreement shall not be construed to be a waiver thereof any continuing or succeeding breach of such provision or a waiver of any right under the agreement. Any violation in the terms & conditions said in the agreement FIRST PARTY is responsible.
17. If any dispute arises between the parties herein or if any controversies or difference of opinion arises out of or in connection with the recitation of this agreement, the same shall be settled amicably. The jurisdiction shall be restricted to TIRUCHIRAPALLI.

IN WITNESS WHEREOF the parties herein set out their hands on the day, date and place above written.

R. Prabhakaran
7/7/18



FIRST PARTY

[Signature]
7/7/18
DEAN
TRICHY SRM MEDICAL
COLLEGE HOSPITAL AND
RESEARCH CENTRE
Irungalur, Trichy-621 105.
SECOND PARTY

WITNESS

1. *R. Prabhakaran* (R. PRABHU) S/O A. RATADURAI, D. NO: 70/2,
THIRUMALAIPATTI ROAD, K.N. PATTY, NAMAKKAL.
2. *R. Siva Kumar* (R. SIVAKUMAR) NOS, MUTHU NAGAR, Thanjavur.

Draft Prepared & Attested
By
M. Krishnasamy, Advocate,
Roll No. MS 1457/2007

[Signature]
7/7/2018
(M. KRISHNASAMY)