

# **AGREEMENT**

*(In stamp paper worth Rs. 200/-)*

This agreement of affiliation for segregation, collection, transportation, scientific treatment and disposal of Biomedical Waste' entered into on this ..... the..... day of ..... 202... by and between KEIL (KERALA ENVIRO INFRASTRUCTURE LIMITED), (herein after called Party No.1 which includes his successors in administration) having its registered office at Inside FACT CD Campus, Ambalamedu, Cochin -682303 and

The Medical Superintendent/ Medical Officer in Charge /authorised person of ..... (Name of Institution) in his capacity as ..... of Hospital Management Committee, (herein after called Party No.2 which includes their legal representatives, successors, and persons claiming under him/her/them)

WHEREAS Party No.1 herein is managing a Common Biomedical Waste Treatment & Disposal Facility (CBWTF) with the available modern scientific devices and methods, in accordance with the Biomedical waste Management Rules, 2016, at FACT CD Campus, Ambalamedu, Cochin -682303 and with the approval of Kerala State Pollution Control Board and is presently engaged in Collection, Transportation, Treatment and Disposal of Biomedical Waste generated in the various Health Care Facilities (HCF), in the state of Kerala. WHEREAS Party No.2 is desirous of getting affiliated to Party No.1 and whereas Party No.1 having offered to facilitate all legally possible help to discharge the responsibility and liability of Party No.2, toward the State Pollution Control Board in the subject matter on getting affiliated with it on the following terms and conditions, this agreement of affiliation witnessed as follows:

## **Terms and Conditions**

- 1) Party No.2 understands the origin, purpose, formulation, function & constitution in respect of Party No.1 (KEIL – Memorandum & Articles of Association attached)
- 2) The affiliation of Party No.2 with Party No.1 shall be for a period of one year initially, commencing from this date. The affiliation shall be renewed for further period on mutual consent in writing with Party No.1.
- 3) HCF shall disclose and submit a copy of the sanctioned bed strength as approved by the competent authority / Government of Kerala as \_\_\_\_\_ and the same has to be endorsed by the KEIL after physical verification. KEIL shall consider 100% of sanctioned bed for billing the operational cost / user fee during the contract period.
- 4) Detailed terms & conditions are attached.

### **Party No.1 hereby undertakes: -**

- a) To collect and transport the Biomedical Waste from the premises of Party No.2 once everyday except on force majeure i.e., on the occasions of natural calamities, wars, riots, epidemics, hartals, breakdown of vehicles/ machineries or by operation of law which are beyond the control of the First Party.
- b) To facilitate for obtaining the registration by the Pollution Control Board & other statutory bodies.
- c) To take up the responsibility and liability of the Healthcare Facility (HCF) in the subject matter of disposal of biomedical waste towards the Pollution Control Board and other statutory authorities provided the biomedical waste generated at HCF is handed over to KEIL.
- d) To provide necessary training to the designated persons of the HCF in the subject of scientific segregation, collection, internal transportation, and storage for disposal of Biomedical Waste. The Party No.2 will facilitate this training process.

### **Party No.2 hereby undertakes:**

1. To collect the segregated Biomedical Waste at the point of generation in the prescribed colour coded containers and colour coded, bar-coded bags in accordance with "Schedule - I (Part 1) of the "*Biomedical Waste Management Rules 2016* and it's subsequent amendments" from authorised dealers, labelling it with the prescribed information, and store it in the designated common storage point, from where it is to be lifted by the

Party No.1 for onward transportation to its Common Biomedical Waste Treatment Facility (CBWTF), daily at the scheduled time. The Second Party shall obtain the legal sanctions from the Kerala State Pollution Control Board which are necessary for such purpose.

2. Not to mix any general waste with the Biomedical Waste.
3. To keep all waste sharps (needles, scalpels, blades, metals, glass etc) separately in the white translucent puncture proof containers specially designed for the purpose in accordance with "Schedule - I (Part 1) of the "*Biomedical Waste Management Rules 2016* and it's subsequent amendments " from authorised dealers. The waste sharps should not be mixed with other Biomedical Waste.
4. To purchase the colour coded, bar-coded Red & Yellow bags, Blue colour coded cardboard boxes and White puncture proof, leak proof, tamper proof containers prescribing to the quality standards laid down by the Pollution Control Board & Biomedical Waste Management Rules 2016 published by Mo EF& CC from the authorised vendors/ dealers.
5. To designate a separate central storage room within the HCF, for keeping the Biomedical Waste, which shall have easy access to the vehicles of Party No.1 for collection.
6. To permit the Entry and Exit of Vehicles and Personnel of Party No.1 at any time, to the premises of Party No.2 for collection of the biomedical waste.
7. Not to cause any delay to the biomedical waste collection staff of Party No. 1 and to permit visual inspection of the segregated waste either during collection or in the storage area of the HCF.
8. To authorize one of their staff to sign in the electronic device or to receive the collection message, to confirm the clearance of Biomedical Waste from the Healthcare Facility including physical signature in prescribed formats for collection of bio-medical wastes.
9. To permit authorized personnel of Party No.1 to physically verify the bed-strength and (or) other additional healthcare facilities, number of dental chairs etc. as and when required.
10. To permit the Party No.1 to inspect the process of Biomedical waste Collection, Segregation, Internal transportation& Storage of Biomedical Waste practiced by the Healthcare Facility.
11. Not to dispose any of the Biomedical Waste by itself or through any Third Parties and it shall be mandatory for Party No.2 to handover the whole of Biomedical Waste generated, timely to Party No.1 for the proper scientific disposal of it as per the norms of the Biomedical Waste Management Rules 2016 and its subsequent amendments & directions of Pollution Control Board. Any act or omission against it, from the part of Party No. 2, will be intimated to the Pollution Control Board immediately by Party No.1

and it will also exonerate Party No.1 from the responsibility and liability of Biomedical Waste Management of the Healthcare Facility, undertaken by it as per this agreement, towards Pollution Control Board or any authorized agency, with immediate effect. It will also entitle Party No.1 to stop its services/ performances towards Party No2 and the contract will be deemed to be void with immediate effect. The non-availing of the service of Party No. 1 after affiliation without valid reason and prior information by the Healthcare Facility will also be intimated to the Pollution Control Board and the concerned local authorities immediately.

12. To handover all the Biomedical Waste generated in the HCF including I.V. Fluid Bottles, Plastic Medicine Containers, I.V. Tubing & Sets, Catheters, Urine Bags, Syringes, Vacutainers etc. after proper segregation to the Common Biomedical Waste Treatment Facility (CBWTF) of Party No. 1 for Autoclaving & Scientific disposal.
13. There is an Affiliation charge to be paid to Party No 1. The affiliation charge is Rs.1500/Bed or Rs.6000 whichever is higher, and it is to be paid with in advance before executing the agreement. This Affiliation charge is not Refundable at any manner.
14. To make the payment to the First Party at the current rate of Rs.6.35 (Rupees six and thirty-five Paise only) per bed per day as operational cost/ user fee as decided by *State Advisory Committee* on or before the 10<sup>th</sup> of subsequent month, either by Online Money Transfer or by Demand Draft drawn in favour of "Kerala Enviro Infrastructure Limited" payable at Ernakulam and obtain the authenticated receipts for it. The party no-2 is liable to pay any revision in user fee as approved by *State Advisory Committee* from time to time.
15. The Second Party is liable to pay any tax imposed by the State/ Central Government from time to time in addition to the operational cost/user fee.

**General Conditions: -**

a) The maximum quantity of Biomedical Waste served by Party No. 1 under this scheme is 250gms (0.25Kg) per bed per day. If the quantity is above the prescribed limit each 250gms (0.25 Kg) or part thereof will be charged as equivalent to 1 bed and additional operational cost/ user fee to be paid by the Party No. 2 for the additional quantity of Biomedical waste handed over to Party No. 1. The bed occupancy statistics or patient turn-over are not considered for billing by the party No. 1

b) Any discrepancy found in the invoice or bill, should be intimated to the office of the 1<sup>st</sup> Party immediately. The 2<sup>nd</sup> Party shall have no authority to make any alterations in the invoice or bill.

c) Any clarification regarding the accounts can be made from the office of Party No.1 during office hours.

d) For stopping and restarting the service of Party No. 1, Party No.2 must inform the office of the Party No. 1 in writing and in advance in the prescribed form (which can be had from the office of the Party no 1) otherwise, no reduction in the bill will be considered. The stopping of the biomedical waste management service will be reported by Party No. 1 to Pollution Control Board and the concerned Local Authorities.

e) Any change in the bed-strength& other facilities within the Healthcare facility shall be immediately intimated to the office of the Party No.1and the same should get updated in the records of Party No.1.

#### **Special undertaking by Party no. 2**

- During the time of all type of pandemic and epidemic diseases, HCF should follow the guidelines of WHO, CPCB, KSPCB, Health department for handling, Treatment, and Disposal of waste generated during the period.
- As precaution the generated waste should be kept with separate bags and labelled appropriately.

#### **Payment Details: -**

1. Payment of operational cost/ user fee to KEIL (Party No. 1) is to be made on or before 10 of every subsequent month. There is provision for advance payment for 6 months or one year with intimation to the office of Party No.1.
2. KEIL is registered with Ministry of Micro, Small & Medium Enterprises (MSME) having UDYAM Registration Number- UDYAM-KL-02-0000573 as a small enterprise.
3. If the Healthcare Facility fails to pay the operational cost/ user fee within the last day of the next calendar month, Party No.1 is entitled to recover the same with a fine as below.
  - i. If the monthly operational charge not paid after 30 days from the bill date, the HCF will have to pay a fine of 10% of the bill amount for every month of default in aggregate.

- ii. If the monthly operational charge is not paid even 60 days after the bill date, service by Party No.1 will be stopped without further notice. In such an event the HCF alone will be liable for any Legal consequences which may arise out of the situation.
4. If there is any Tax Deducted at Source (TDS), the same should be informed to the office of Party No.1 along with the payment details and the certificate for Tax Deducted at Source (Form 16 A) should be forwarded to the office of Party No.1 quarterly. The acknowledgement number of the Tax Deducted at Source should also be quoted in Form 16 A, otherwise, the Tax Deducted at Source will be treated as dues of Party No.2.
5. Any bank charge associated with the collection of the payment, will be realized subsequently from the Health Care Facility.
6. Any lapse/complaint regarding collection/billing to be informed to the office of Party No.1 immediately. Oral communication by the Health Care Facility through the collecting staff will not be accepted or recorded in the office.

#### **Default clauses**

1. In case Party No.2 fails to honour its liability within the terms of the agreement with regard to the segregation and handling of Biomedical Waste as per the Biomedical Waste Management Rules, Party No.1 shall be entitled to discontinue the service to Party No.2.
2. In case Party No.1 fails to collect waste for more than 24hrs from the designated time, Party No.2 shall inform the Administrative Office of the Party No.1 and in case Party No.1 fails to lift it within the next 24 hrs, Party No.2 shall be entitled to make alternative arrangements and in such events Party No.1 will be liable to compensate Party No.2 suitably. Any contingency in stoppage of operations in the Common Biomedical Waste Treatment Facility (CBWTF) established by Party No.1 shall be met with alternative arrangements by the Party No. 2.
3. If party no-2 has any concerns on the services of party no-1 as per this agreement, then the Party No.2 can approach the management of Party No.1. The Party No-1 will consider the same and communicate the decision to party no-2.
4. The parties hereby undertake to perform their respective parts in the agreement fully and faithfully and in case of dispute arising between the parties, the matter will be settled as per the Arbitration and Conciliation Act 1996 or any modification or re-enactments there-to and relevant laws and regulations in force at that time in India. The seat of Arbitration will be Ernakulam. The legal proceedings in the subject matter will be subject to the jurisdiction of Court at Ernakulam where the Common Biomedical Waste Treatment Facility of Party No.1 is situated.

5. Either parties can terminate this agreement with 30 days prior notice under proper acknowledgement. The original of this agreement in stamp paper worth Rs.200/ (Rupees Two Hundred) is decided to be kept with Party No.1 and the photocopy with original signature is kept with Party No.2 Agreeing upon the above terms, conditions, and stipulations, both parties have set forth their respective hands before the under mentioned witnesses.

**Party No.1**

**Party No. 2**

**Witnesses:**

1.

2.