



தமிழ்நாடு தமில்நாடு TAMIL NADU

16 MAR 2020

73AB 403512
V.BEDHARAJAN
Stamp Vendor
L.No: 12144/B1/96
Ekkattuthangal, Ch-32.
Mobile No: 9710019475

AGREEMENT

FOR COLLECTION, TRANSPORTATION, TREATMENT AND DISPOSAL OF BIOMEDICAL WASTES

This Agreement made and entered into at Chennai on this 1st March 2021 BETWEEN M/s. G. J MULTICLAVE (INDIA) PVT. LTD, incorporated under the Companies Act, 1956 having it's Registered Office at New No.37, Old No.20, Teachers Colony, Kamarajar Avenue, Adyar, Chennai - 600 020 represented by its Manager, Mr.P.SIVAKUMAR, S/o. Sri.P.Pauldurai, hereinafter called the **FIRST PARTY**.

AND

VELS INSTITUTE OF SCIENCE, TECHNOLOGY & ADVANCED STUDIES (VISTAS), Velan Nagar, P.V.Vaithiyalingam Road, Pallavaram, Chennai - 600 117 represented by its Registrar, DR.P.SARAVANAN, hereinafter called the **SECOND PARTY**.

For GJ Multiclave (India) Pvt. Ltd.


General Manager



REGISTRAR
VELS INSTITUTE OF SCIENCE, TECHNOLOGY
& ADVANCED STUDIES (VISTAS)
Velan Nagar, P.V. Vaithiyalingam Road,
Pallavaram, Chennai-600 117.

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WHEREAS the **FIRST PARTY** has set up a Common Off-site Biomedical Waste Treatment Facility for Chennai in accordance with the standards prescribed in Biomedical Waste (Management & Handling) Rules, 2016 as amended to date for treatment and disposal of Biomedical Wastes generated by various Health Care Establishments in and around Chennai.

WHEREAS the **SECOND PARTY** is a Health Care Establishment, engaged in the service of providing various types of Health Care treatment facilities and generates Biomedical Wastes as defined under the Biomedical Waste (Management & Handling) Rules, 2016 in the course of such medical services 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 Wastes generated in the **SECOND PARTY's** Health Care Facility.

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

1. The **SECOND PARTY** declares that its bed strength operational is NIL Bed.
2. The **SECOND PARTY** will segregate the Biomedical Wastes as per Schedule II of the Biomedical Waste (Management & Handling) Rules, 2016 at the point of generation in its Health Care Facility and store such segregated Medical Wastes in designated Colour Coded Containers/Bags prior to collection, transportation, treatment and final disposal by the **FIRST PARTY**.
3. The **SECOND PARTY** shall also label the Bio-Medical Waste consumable bags and containers with the service providers name with BAR CODE according to Schedule III of Biomedical Waste (Management & Handling) Rules, 2016.
4. The **FIRST PARTY** shall collect the Biomedical 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.
5. The **SECOND PARTY** has paid an amount of Rs.60000/- for a period of one year starting from 01.3.2021 to 28.02.2022, for the waste collected by the **FIRST PARTY**. In addition to the service charges, the **SECOND PARTY** has to pay any government taxes and levies as applicable on date to the **FIRST PARTY** for the services rendered by the **FIRST PARTY**.
6. Both the parties agree that the rate of service charges mentioned in Clause 5 above will be in force for a period of 1 year from the date of this agreement and thereafter the rate shall be revised by mutual consent after deliberations with Indian Medical Association Nursing Home Board.
7. Notwithstanding the above, the **SECOND PARTY** agrees to consider an increase in the rate if and when there is an increase in the fuel tariff by more than 20% over the prevailing rate. The prevailing rate now is Rs.86.14 per litre for diesel.
8. The **SECOND PARTY** has paid an amount of Rs.10000/- interest free advance for the service charges payable by it. Such advance amount shall not be adjusted against the recurring service charges payable by **SECOND PARTY** to the **FIRST PARTY** and shall remain intact during the period of the agreement.

For GJ Multiclave (India) Pvt. Ltd.


General Manager


REGISTRAR
VELS INSTITUTE OF SCIENCE, TECHNOLOGY
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Velan Nagar, P.V. Valthiyalingam Road,
Pallavaram, Chennai-600 117.

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9. The **FIRST PARTY** shall submit its bills towards Service Charges referred in Clause 5 above on a 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 following months.

SECOND PARTY agrees to permit such authorised 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**.

The **FIRST PARTY** agrees to provide Training on segregation of Biomedical Wastes to the **SECOND PARTY** Free of cost.

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 orders 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**.

If any force majeure event outside the control of both parties arises during the currency of this agreement, which renders it impossible or unlawful for the **FIRST PARTY** to fulfil its agreement obligations, the **SECOND PARTY** shall not seek any remedy - legal or financial from the **FIRST PARTY**. 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.

This Agreement shall be in force initially for valid upto 28th February 2022 and can be renewed thereafter for such period and on such terms and conditions as the parties mutually agree thereon.

If any dispute arises between the parties herein, or if any controversies or difference of opinion arises out of or in connection with the recitations of this agreement, the same shall be settled amicably. The jurisdiction shall be restricted to **CHENNAI ONLY**.

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


For GJ Multiclave (India) Pvt. Ltd.


General Manager

FIRST PARTY


SECOND PARTY

WITNESSETH:

1. 
37/20, Teachers Colony
Adyar, Chennai - 20

2. Dr. V. Santhosh Kumar
Professor
Dept. of Pharmacology
School of Pharmaceutical Sciences
VISTAS

REGISTRAR
VELS INSTITUTE OF SCIENCE, TECHNOLOGY
& ADVANCED STUDIES (VISTAS)
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