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DV 005209

AGREEMENT

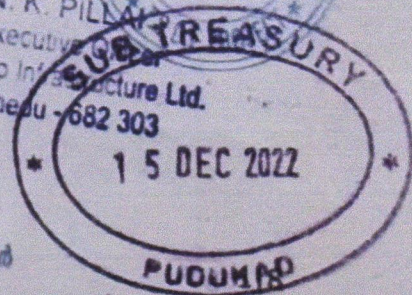
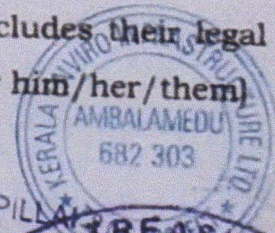
This agreement for segregation, collection, transportation, scientific treatment and disposal of Biomedical Waste' entered into on this the 5th day of January 2023.

By and between KEIL (KERALA ENVIRO INFRASTRUCTURE LIMITED), represented by its Chief Executive Office, Dr.N.K.Pillai (hereinafter called PartyNo.1 which includes his successors in administration) having its registered office at Inside FACT CD Campus, Ambalamedu, Cochin - 682303 and

Fr.Julious Arakkal CMI, Director, Amala Cancer Hospital Society, Amala Nagar, Thrissur 680 555) in his capacity as Director of Amala Cancer Hospital Society (hereinafter called PartyNo.2 which includes their legal representatives, successors, and persons claiming under him/her/them)

Fr. Julious Arakkal CMI
Director

Dr. N. K. PILLAI
Chief Executive
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303



AMALA CANCER HOSPITAL SOCIETY
AMALA NAGAR
THRISSUR

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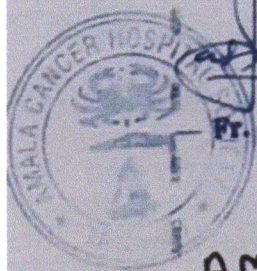
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DV 005210

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 PartyNo.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 subjectmatterongettingaffiliatedwithitonthe followingtermsandconditions, this agreement to affiliation witnessed as follows:



Fr. Julious Arakkal CMI
Director

Dr. N. K. Pillai

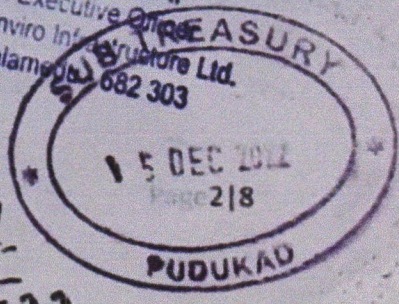
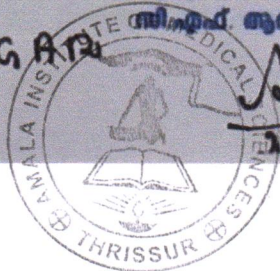
Dr. N. K. PILLAI
Chief Executive Officer
Kerala Enviro Infra
Structure Ltd.
Ambalamedu
682 303



AMALA CANCER HOSPITAL SOCIETY
AMALA NAGAR
THRISSUR

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Anne b. J.
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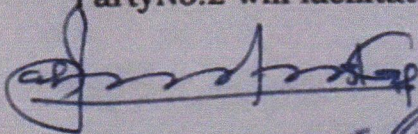


TERMS AND CONDITIONS

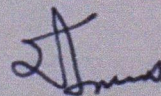
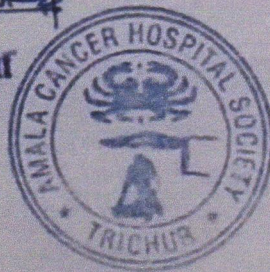
- 1) Party No.2 understands the origin, purpose, formulation, function & constitution in respect of Party No.1
- 2) Party No.1 Will issue an affiliation certificate which will be valid for 1 year Initially commencing from the date. Affiliation certificate shall be renewed every year.
- 3) The whole bio Medical waste generated by the HCF will be taken by KEIL and the billing for the same will be as per the approved quotation.
- 4) Detailed terms & conditions are attached.
- 5) This agreement will be valid till validity of affiliation certificate.
- 6) This agreement will be effect from 5th January 2023

PARTY NO. 1 HEREBY UNDERTAKES:-

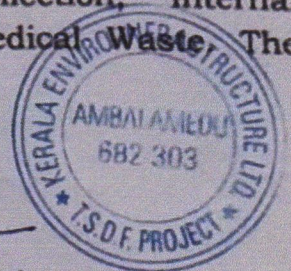
- a) To collect and transport the Biomedical Waste from the premises of Party No.2 once every day except on force majeure i.e., on the occasions of natural calamities, wars, riots, epidemics, hartals, breakdown of vehicles/machineries or by operation of law which are beyond the control of the First Party.
- 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.



Fr. Julious Arakical CMI
Director

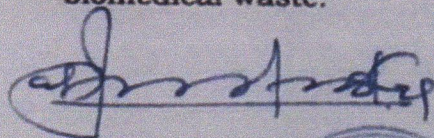


Dr. N. K. PILLAI 318
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303



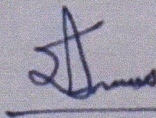
PARTY NO. 2 HEREBY UNDERTAKES:

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 its 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 its subsequent amendments" from authorized 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, tamperproof 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 authorized vendors/dealers.
5. To designate a separate central storage room within the HCF, for keeping the Biomedical Waste, this 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.

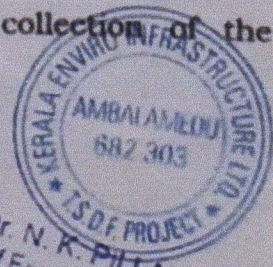


Fr. Julious Arakkal CMI
Director





Dr. N. K. PILLAI 418
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303



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.

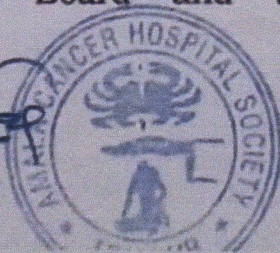
9. To permit authorized personnel of Party No.1 to physically verify the bed-strength and (or) other additional health care facilities, number of dental chairs etc as and when required.

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 PartyNo.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 PartyNo.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.

Fr. Julious Arakkal CMI
Director

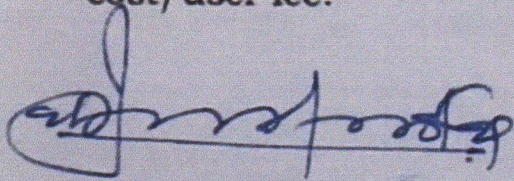


12. To handover all the Biomedical Waste generated in the HCF including I.V. Fluid Bottles, Plastic Medicine Containers, I.V. Tubing & Sets, Catheters, Urine Bags, Syringes, Vacutainers etc. after proper segregation to the Common Biomedical Waste Treatment Facility(CBWTF)of Party No.1 for Autoclaving & Scientific disposal.

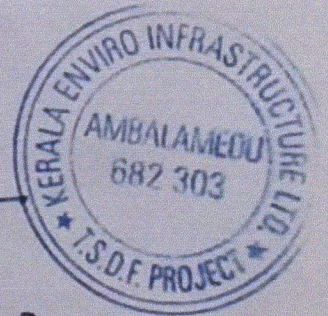
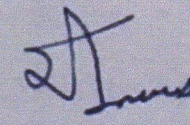
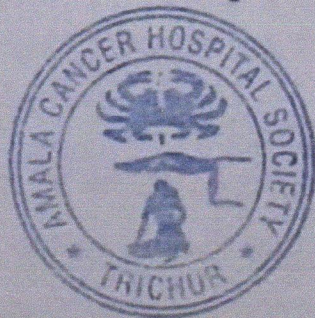
13. There is an Affiliation charge to be paid to Party No 1. The affiliation charge is Rs.1500/Bed and it is to be paid with in advance before executing the agreement. This Affiliation charge is not Refundable at any manner. Affiliation fees are waived off for HCF's already affiliated to other CBWTF's. That HCF should submit proof of affiliation.

14. To make the payment to the First Party at the current rate of Rs6.35 (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 10th 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.

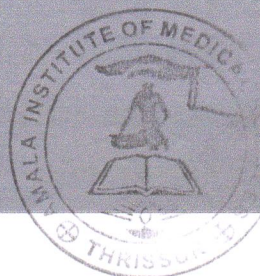
15. The Second Party is liable to pay any tax imposed by the State/ Central Government from time to time in addition to the operational cost/user fee.



Fr. Julious Arakkal CMI
Director



Dr. N. K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303



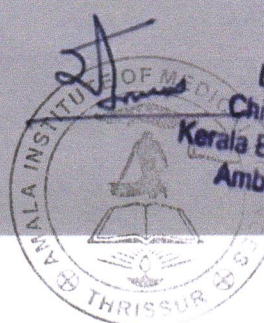
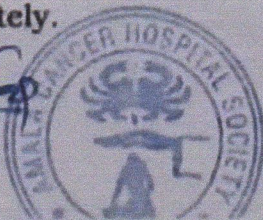
GENERAL CONDITIONS:-

- 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 turnover 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 1st Party immediately. The 2nd 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. 1 and 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 labeled appropriately.

Fr. Julious Arakkal CMI
Director

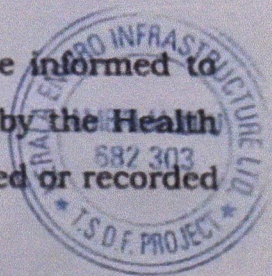
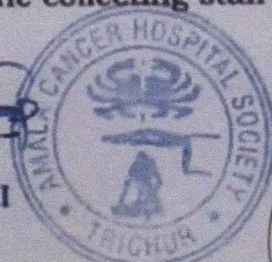


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Dr. N. K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303

PAYMENT DETAILS:-

1. Payment of operational cost/ user fee to KEIL(PartyNo.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 then extcalendar month, Party No.1isentitledtorecoverthesamewitha 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 60days 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 16A)shouldbeforwardedtotheofficeofPartyNo.1quarterly.The acknowledgement numberoftheTaxDeductedatSourceshouldalsobequoted inForm 16A,otherwise,theTaxDeductedatSourcewillbe treated as due so of Party No.2.
5. Any bank charge associated with the collection of the payment, will be realized subsequently from the HealthCare Facility.
6. Any lapse/complaint regarding collection/billing to be informed to the office of Party No.1immediately. Oral communication by the Health Care Facility through the collecting staff will not be accepted or recorded in the office.

Fr. Julious Arakkal CMI
Director



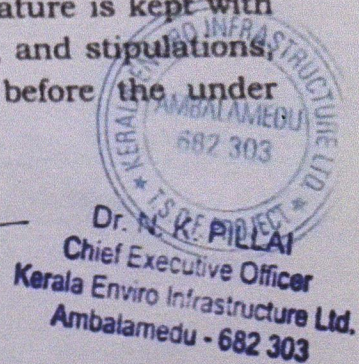
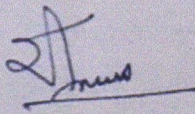
Dr. N. K. Pillai
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303

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. 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.
3. 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.
4. 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.

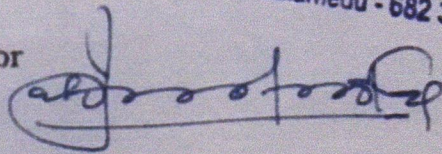
Party No.1 Dr. N.K.Pillai, CEO

Keil (Kerala Enviro Infrastructure Limited



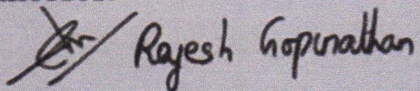
Party No.2. Fr. Julious Arakkal CMI, Director

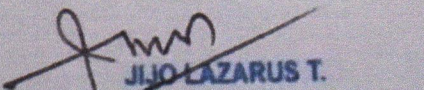
Amala Cancer Hospital Society

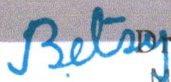


Fr. Julious Arakkal CMI
Director

Witnesses:

1.  Rajesh Gopinathan

2.  JIJO LAZARUS T.
Civil & Environmental Engineer
Amala Institute of Medical Sciences
Thrissur - Kerala

 BETSY THOMAS
M.D. FRCOG, DNB, MICOG
PRINCIPAL

AMALA INSTITUTE OF MEDICAL SCIENCES
AMALA NAGAR, THRISSUR-680

