



தமிழ்நாடு தமில்நாடு TAMILNADU

TAMILNADU

No. 662761

Date: 04.08.2018

Eco Trees India (P) Ltd
Coimbatore
AGREEMENT

BR 551165

M. DORAISWAMY
"STAMP VENDOR"
10-A, STATE BANK ROAD,
COIMBATORE - 641 018.
L.No: 7333/B1/97/P-3

**FOR COLLECTION, TRANSPORTATION, TREATMENT AND DISPOSAL OF
BIOMEDICAL WASTE / SOILED COMMERCIAL SANITARY NAPKIN**

This memorandum of understanding is effective on 1st August 2018 BETWEEN M/S. ECO TREES INDIA PVT LTD. (ETI), incorporated under the Companies Act, 1956 having its Registered Office at Old No : 1/88, New No 6 N.G.N. Street NEW SIDDHAPUDUR COIMBATORE - 641044. Associate of TEKNO THERM INDUSTRIES Common Biomedical Waste treatment facility represented by its, Director Mr. S. SUDHAKAR, herein after called the ETI. (Which expression shall include its successor or legal representatives)

AND

M/S. KOVAI MEDICAL CENTER RESEARCH AND EDUCATIONAL TRUST, COIMBATORE an educational and research establishment providing its services in the name of "Dr. NGP ARTS AND SCIENCE COLLEGE" having its campus at Dr.NGP NAGAR-KALAPATTI POST COIMBATORE 641048 (Hereinafter called the KMCRET) shall be represented by its CEO Dr. O.T.BUVANESWARAN

For ECO TREES INDIA (P) LTD

S. Sudhakar
Authorised Signatory

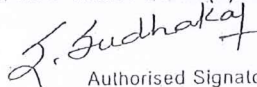
For Kovai Medical Center
Research & Educational Trust

O.T. Buvaneshwaran
Chief Executive Officer

WHEREAS

- a) Eco Trees India (P) Ltd is a associate firm of M/S Tekno Therm Industries common bio medical waste treatment facility authorized by Tamil Nadu Pollution Control Board. Firm possesses necessary authorization from pollution control board to receive store, treat, dispose and handle Bio Medical waste and soiled commercial sanitary napkins as per norms and conditions mentioned in Schedule 1 of the Bio Medical Waste management & handling rules 2016 and 14 (i) of the Solid Waste Management rules 2016, Government of India through CPCB guidelines and as per sanitary waste management and Menstrual Hygiene Management National Guidelines December 2015
 - b) KMCRET an educational and research establishment and trust is in need of disposal and treatment of Bio medical waste and soiled commercial sanitary napkin disposal generated from its premises of "Dr. NGP Arts And Science College" situated at Dr. NGP Nagar Kalapatti Post Coimbatore - 641048
 - c) ETI has entered into internal agreement with its associate firm TEKNO THERM INDUSTRIES a common biomedical waste treatment facility for end disposal of collected biomedical waste including soiled commercial sanitary napkins as per Pollution Control norms. ETI shall submit necessary certificate, documents and license to KMCRET to comply pollution control and other statutory norms.
 - d) KMCRET an educational and research establishment desired to enter into a long term agreement that ETI will collect, transport and treat the biomedical waste generated for final disposal strictly in accordance with the rules of Tamil Nadu Pollution Control Board on Collection of mutually agreed charges.
 - e) Now this memorandum of understanding witnesses.
- 1) In consideration of the above recitals, conditions set out herein and in consideration of the charges agreed to be paid to ETI. KMCRET hereby enter into agreement with ETI for disposal of bio medical waste and soiled commercial sanitary napkins from its premises. Payment charges and terms to ETI set out herein shall be read as part and parcel of this agreement.
 - 2) This memorandum of understanding shall be valid for a term of 5 years from the date of this agreement. The parties may mutually extend the period for such further term as may be agreed.
 - 3) KMCRET agrees to pay amount of INR. 10,000/- Per month (lumpsum) plus applicable GST charges, to ETI for disposal of Biomedical Waste and Soiled commercial Sanitary Napkins from "Dr.NGP Arts and Science College" located at Dr. NGP Nagar Kalapatti Post Coimbatore -641048.The monthly charges as agreed between KMCRET and ETI is irrespective of number of days service provided and quantity of waste collected.

For ECO TREES INDIA (P) LTD


Authorised Signatory

For Kovai Medical Center
Research & Educational Trust


Chief Executive Officer

- 4) KMCRET and ETI agree the rate of charges mentioned in Clause no 3 above will be in force for a period of ONE year from date of this agreement. Further the charges will be increased at the rate of five percent cumulatively every financial year till the expiry of the agreement or price hike as agreed mutually.
- 5) KMCRET agree to pay the charges due to ETI punctually and periodically for collection and disposal of biomedical waste , Soiled Commercial napkin waste as per Commercial terms agreed and this shall form the essence of this contract. ETI shall not collect biomedical and soiled commercial sanitary napkin waste if payment obligations are not fulfilled punctually as per payment terms. ETI shall be at liberty to discontinue its service and or to terminate the agreement on that count with due intimation and three months notice in advance to KMCRET and to Tamil Nadu Pollution Control Board.
- 6) KMCRET during this term of memorandum of understanding shall not enter into any arrangement with any other party or organization for biomedical waste treatment or disposal or handling.
- 7) ETI agrees to impart common training to all staff of KMCRET to handle segregate and store bio medical waste as per the guide lines issued by Tamil Nadu Pollution Control Board.
- 8) It shall be the duty of KMCRET to segregate the biomedical wastes from others and to deposit the same at clearance point specifically labeled and in a distinct container, in compliance with bio medical waste rules -2016 and color code classification. Any lapse breach, or default of non compliance by KMCRET of the said provisions and for any consequences arising thereof ETI shall not be liable and absolved of any responsibility.
- 9) ETI will collect all categories of biomedical waste. ETI will not collect general garbage or kitchen waste. ETI will not collect waste that is not segregated or properly packed as per the color code. The waste should be given at a single clearance point for collection at a given time of vehicle arrival.
- 10) It shall be the duty of KMCRET to provide assistance during the time of loading Bio Medical waste in the vehicle after weighment and KMCRET shall cooperate with ETI personnel for adherence to the time schedule as agreed and collection of biomedical waste from their premises.
- 11) ETI will insist on purchase of bar coded non hallucinated color coded bags as per specification issued by ETI on cost basis as agreed mutually . ETI will not take responsibility in case of any complaints/ Spillage rising out of bags containers not purchased from ETI in the best interest of service provided

For ECO TREES INDIA (P) LTD

L. Sudhakar
Authorised Signatory

For Kovai Medical Center
Research & Educational Trust

O. Arumugam
Chief Executive Officer

- 12) Invoice will be raised on monthly basis by ETI and the payment shall be made within 30 days from receipt of the bill by KMCRET . Any deviation or undue delay caused in this regard will attract additional charges.
- 13) ETI will issue service receipt as a proof of waste collected from KMCRET on regular basis. KMCRET shall acknowledge waste collected and countersign as a proof of handing over. This will help the establishment to comply with Pollution Control Board norms.
- 14) All disputes arising out of or incidental to or concerning this agreement shall be in accordance with the Indian Arbitration and conciliation Act only and shall be referred to the decision of the sole arbitrator to be nominated by the representatives of ETI and KMCRET and the decision of the said arbitrator shall be final and binding on both parties

For M/S. ECO TREES INDIA PVT LTD.

For ECO TREES INDIA PVT LTD

S. Sudhakar
Authorised Signatory

DIRECTOR
S. SUDHAKAR

For M/S. KOVAI MEDICAL
CENTRE RESEARCH AND
EDUCATIONAL TRUST (KMCRET)
towards
(Dr. NGP Arts & Science College)

For Kovai Medical Center
Research & Educational Trust
O. T. Buvaneshwaran
Chief Executive Officer

CEO
Dr.O.T.BUVANESWARAN

WITNESS:

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WITNESS:

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