

ADDENDUM [AMENDMENT] TO THE MOU
[CMC VELLORE ASSOCIATION - VVPV_2000]

This addendum [amendment] forms a part of the earlier signed MoU dated: **1st OCT 2018** with the following terms and conditions, which shall be read in conjunction with the said MoU signed already.

1. The main agreement signed on the 1st October 2018, governs the complete terms and conditions on either side to be adhered to and the charges for disposal, collectively for CMC main Campus as well as its affiliates as indicated in the said agreement.
2. This addendum is being issued in respect to the validity of the agreement and its tenure in line with the categorization of the respective centres as per the TNPCB as RED/ORANGE and its maximum tenure of authorization issuance as prescribed by TNPCB.
3. Whereas, the earlier agreement is the prime document, wherein as mandated by TNPCB, to facilitate the Occupier to secure authorization for the intended period, the agreement is provided **with 5 years (FIVE)** validity and it shall be construed as valid for 5 years only (**1ST OCT 2018 - 30TH SEP 2023**).
4. Accordingly, this addendum shall super cede the clause referred in towards the validity of the agreement as valid for **5 years**.
5. The yearly increase of service charges shall be governed by the market conditions and subject to a minimum of 8% to a maximum of 10% of the current agreement rates cumulatively taken every year against the expiry of one fiscal, termed in this case as every 1st of October of the succeeding years, on mutually agreed and acceptable terms between both the parties.
6. The validity of the agreement does not entitle the occupier to claim uniform rates for the entire currency of the agreement period.
7. Unless the yearly increase as applicable / as insisted is not adhered by the occupier the agreement ceases to exist, and the services shall be terminated with due intimation.
8. All the other terms and conditions but for the Validity & Charges; shall remain unaltered and any changes from time to time shall be amended through a proper addendum duly informing & under the mutual consent of the Occupier & Service provider.

Signed by both the parties on this day of

for **KEN BIOLINKS PVT LTD**



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for

A handwritten signature in black ink, appearing to be "S. Srinivasan".

GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 622 004



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

7341 Ken Bio Links PVT LTD
11/10/17

44AB 666769

C. Nathan

முத்தியரத் தான் நிற்பனையாளர்
உரிமம் எண்: 21/உ.3/97
எண்: 43, அண்பதி வீடு, செந்து அம்பலம்,
சென்னை-604 033.
Cell: 9449165528-8680007890

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 01st October 2018 between M/s. Ken Bio-Links Pvt. Ltd., a Private Limited Company having its registered Office @ 41, Seventh Avenue, Ashok Nagar, Chennai – 600 083 and having their GST registered number as 33AACCK1414D1ZB and represented by its Director Dr.A.K.Nathan herein after referred to as KBL.

AND

CMC Vellore Association a Health Care Establishment providing its services @ IDA SCUDDER ROAD, VELLORE – 632 004, Vellore District and having their GST registered number as 33AAATC1278N1ZN represented by THE GENERAL SUPERINTENDENT herein after referred as Occupier.

WHEREAS:

- a) KBL is a Common Bio Medical Waste Treatment Facility engaged in Business of Collection, Reception, Storage, Transportation, Treatment, Disposal & Handling of any form of Bio-Medical Waste in compliance with the Bio Medical Waste Management & Handling Rules and regulation of Central Government (Government of India), Ministry of Environmental and Forests / CPCB / TNPCB.



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GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004

- b) Occupier Health Care Establishment is in need of Disposal & Treatment of Bio-Medical waste generated from its premises situated @ **IDA SCUDDER ROAD, VELLORE - 632 004**, Vellore District and its allied units / divisions in various other places around Vellore City.
- c) KBL possesses necessary Consent & Authorization from Tamilnadu Pollution Control Board to install and operate a Common Bio Medical Waste Treatment and Disposal facility @ 1/150, SLRS Hospital Road, Kandipedu Village, Katpadi Taluk, Vellore - 632 106 as per the norms and conditions laid out by Tamilnadu Pollution Control Board.
- d) Occupier a Health Care Establishment, desires to enter into a long term understanding to the effect that KBL shall operate the facility to collect, transport and treat the waste generated and dispose finally and strictly in accordance with the authorization of the Tamilnadu Pollution Control Board on Collection of mutually agreed charges.
- e) **Now this Memorandum of Understanding witnesses: -**

1. In consideration of the above recitals and in consideration of terms and conditions set out herein and in consideration of the charges agreed to be paid, KBL as set out in the Memorandum of Understanding for collection of Bio- Medical Waste, Occupier hereby appoints KBL for Collection and disposal of Bio-Medical waste from its premises.
2. This Memorandum of Understanding shall be valid for One Year. The parties may mutually extend the term for such further term as may be agreed. This agreement shall be ordinarily in force for the demised duration as set out in the agreement unless terminated earlier pursuant to Clause 3 herein and Clause 9 below.
3. Occupier agrees to pay the charges due to KBL, punctually and periodically for collection and disposal as per Annexure - I, which shall form the essence of the Contract and KBL shall not collect Medical Waste if payment obligations are not fulfilled punctually as per Terms of Annexure - I and shall be at liberty to discontinue its Services and or to terminate the Agreement on that count with due intimation for 10 days to Occupier and to Tamilnadu Pollution Control Board.
4. KBL agrees not to levy any extra charges other than the charges agreed to as per the Annexure - I which forms part of this Memorandum of Understanding.
5. Occupier during this term of Memorandum of Understanding shall not enter into any arrangement or agreement with any other party or Organization for the Bio-Medical Wastes Treatment or Disposal or Handling.
6. Any price escalation will be as per price hike terms as set out in Annexure - I which forms part of the Memorandum of Understanding. KBL will not be eligible to claim any price hike during the period of Memorandum of Understanding irrespective of any escalation in price of raw materials / maintenance and providing service other than mentioned in Annexure - I.
7. Payment charges and terms to KBL shall be as per Annexure - I set out hereto. Annexure - I shall be read as part and parcel of this Memorandum of Understanding.



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8. KBL agrees to impart free training to necessary personnel of Occupier to handle, segregate and store the bio-medical waste as per the guidelines issued by Tamilnadu Pollution Control Board preferably at a common point.
9. It shall be the duty of the Occupier to segregate the Bio-Medical 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 as amended from time to time. For any lapse, breach, default of noncompliance by the Occupier of the said provisions and for any consequences arising there from, KBL shall not be liable and absolved of any responsibility.
10. The Occupier shall identify a secluded covered shed for temporary storage of the bio medical waste and the same shall be the point of delivery to the facilitator [KBL]. There shall be ram provisions made available for facilitation of easy charging of waste drums into the bio medical waste carriers.
11. KBL will collect all categories of Bio-Medical Waste which also includes infectious waste sharps, all sorts of plastics and glass. KBL will not collect general garbage or Kitchen waste. KBL will not collect waste that is not segregated or properly packed as per the color code. The Waste should be given at a single point / common point as specified in Annexure - 1 for collection at a given time of vehicle arrival.
12. KBL will insist on purchase of bar-coded Non-Halogenated color bags or coded bags as per specification insisted by KBL on extra cost basis. KBL will not take responsibility in case of any complaints / Spillage's out of bags / containers not purchased or coded from KBL in the best interest of services provided.
13. It is the duty of the Occupier to ensure Bar Code Stickers duly imbibed with the details as governed under the said rules of Bio Medical Waste Management and endorsed by CPCB / TNPCB.
14. KBL shall deploy their crew on site for scanning of barcodes in waste bags prior to being disposed through KBL transporters to site of disposal. CMC shall provide required infrastructure along with wifi connectivity for the KBL staffs to scan and upload data's on real time basis.
15. Refundable Security deposit of two months charges to be paid by the Occupier to KBL, which shall be returnable against contract closure in agreeance with both the parties.
16. Invoice will be raised on monthly basis by KBL and the payment shall be made within a week of receipt of the bill by the concerned Health Care Establishment. Any deviation or undue delay caused in this regard will attract deduction from the security deposit made earlier to KBL. Further deposit shall be secured before restoring the waste disposal mechanism.
17. KBL will issue a service Certificate and proof of Waste Collection from Occupier on regular basis. This will help the Individual establishment for obtaining authorization from Tamilnadu Pollution Control Board to comply with the norms.



18. Occupier shall Co-operate with KBL Personnel for adherence to the time Schedule as agreed and in all aspects of Collection and Transportation of Bio-Medical Waste at their Premises.
19. KBL shall issue a proof of receipt countersigned by both the parties at the time of handing over the waste. The issuance of countersigned receipt will be compulsory on part of KBL to individual Hospital as proof of entry and collection.
20. In case of Non-collection by KBL and in such case of any notice or show cause notice received by hospitals for non-compliance of any provisions of Tamilnadu Pollution Control Board norms, the entire responsibility for any such lapse on the part of Bio-Medical Waste generating hospitals lies with the KBL and KBL hereby agrees to rectify such lapses on behalf of Occupier and also agrees to pay any fine/fines that may be imposed by the concerned authorities, after KBL being adjudged for non-compliance by the final authority in accordance with Arbitran and conciliation Act, and Occupier is liable for compensation to KBL as per decision of arbitrator in case of any breach of Agreement.
21. It is agreed to include / delete any clause/s that according to the concerned User's Association and KBL forms part of this Memorandum of Understanding on a later date with mutual consent by both parties. (KBL and Occupier)
22. The Occupier agrees to permit such authorized person/persons of KBL as demanded for visual inspection of the segregated wastes/stores in its premises before the same is collected by KBL.
23. This Agreement is subject to force Majeure i.e.-
1. War invasion, mobilization, requisition or embargo;
 2. Rebellion, revolution, insurrection or military or usurped power or civil war;
 3. 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 KBL.
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 KBL to fulfill its agreement obligations, the Occupier shall not seek any remedy - legal or financial from the KBL. 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.
 4. All disputes arising out of or incidental to or concerning this agreement shall be in accordance with the Indian Arbitran and Conciliation Act only and shall be referred to the decision of the Sole arbitrator to be nominated by the representative of KBL and Occupier and the decision of the said arbitrator shall be final and binding on both parties.



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ANNEXURE - I
[ATTACHED TO MEMORANDUM OF UNDERSTANDING]

1. The Occupier (THE GENERAL SUPERINTENDENT, CMC Vellore Association, IDA SCUDDER ROAD, VELLORE - 632 004) declares that the waste is to be collected from all its affiliates as indicated below
 - a. Christian Medical College Hospital - Scudder Road- Vellore
 - b. Ophthalmology Department
 - c. Low Cost-Effective Care Unit
 - d. Community Health and Development Department (CHAD)
 - e. REHAB Unit
 - f. MHC & Nambikkai Nilayam Centres
 - g. Rusa Hospital - Gudiyatham
2. The Occupier agrees to pay a Lump sum Service charge of **INR:1,04,000/day (Rupees One Hundred Four Thousand / Per Day)** to KBL for Services to be rendered by KBL as per the terms defined in MoU.
3. The Occupier agrees to pay for any addition / increase in the bed strength as well as increase in quantity beyond 5% of the current average [4 tons / day] as specified above, in line with the agreement rates as prevailing at any given point of time.
4. The Security deposit amount of Rs. 7,20,000/- paid vide Cheque no: 016007 dt: 21.10.2004 as per the obligation of the agreement remain intact and shall be complying to the terms and conditions on security deposit put forward in the earlier agreement dated 27.09.2004.
5. **Taxes / Duties: -**

All duties and taxes levied by the Government whichever is prevailing at the time of billing will be extra as applicable. Currently there is no GST for Clinical Wastes Disposal and the same shall be maintained.
6. **Price Hike:-**
 - a. The above price offered is applicable for One (1) year from the date of agreement (1st October 2018). The renewal of services shall have to be taken up before the expiry of the agreement on mutually accepted terms.
 - b. The agreement shall be valid for a period of One Year. [**1-10-2018 to 30.09.2019**]
7. Notwithstanding to the clause pertaining to the price variation contained herein, the Occupier agrees to consider an increase in the rate if and when there is an increase in the fuel tariff by more than 10% on cumulative basis over the prevailing rate within a span of one (1) year.




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