



14/10/2023
தமிழ்நாடு தமில்நாடு TAMILNADU
CMC Vellore Association
Vellore

CX 835581

சென்னை
உரிமையாளர்: 21/03/97
முகவரி: 43, வடக்கு சாலை, சென்னை 600 033.
தொலைபேசி: 044-2610033.

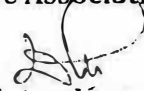
MEMORANDUM OF UNDERSTANDING

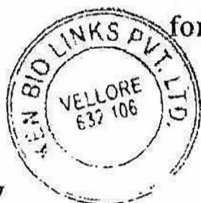
This Memorandum of Understanding is made on the 01st October 2023 between M/s. Ken Bio Links Pvt. Ltd., a Private Limited Company having its registered Office @ 41, Seventh Avenue, Ashok Nagar, Chennai - 600 083 and having their GST registered number as 33AACCK1414D1ZB and represented by its Director Dr.A.K.Nathan herein after referred to as KBL.

AND

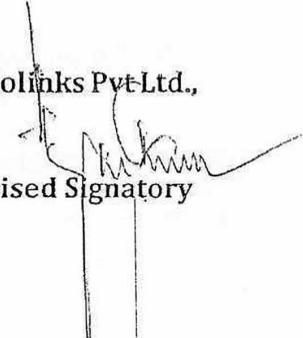
CMC Vellore Association a Health Care Establishment providing its services @ IDA SCUDDER ROAD, VELLORE - 632 004, Vellore District and having their GST registered number as 33AAATC1278N1ZN represented by THE GENERAL SUPERINTENDENT herein after referred as Occupier.

For CMC Vellore Association


General Superintendent


GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004.


for Ken Biolinks Pvt.Ltd.,


Authorised Signatory

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.
- b) Occupier Health Care Establishment needs 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 an MoU with KBL, that, KBL shall receive, collect, transport and treat the waste generated and dispose finally in strict accordance with the authorization of the Tamilnadu Pollution Control Board for mutually accepted charges towards the same.
- 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 Five Years from the date of the MoU which shall expire by the 30th September 2028.
 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 as per the 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 30 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.

For CMC Vellore Association


General Superintendent
GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004.


for Ken Biolinks Pvt Ltd.,





Authorised Signatory

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.
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 ramp 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 - I 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.


For CMC Vellore Association


General Superintendent


GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004.


for Ken Biolinks Pvt Ltd.,





Authorised Signatory

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 the required infrastructure along with wifi connectivity for the KBL staffs to scan and upload data's on real time basis.
15. Invoice will be raised on monthly basis by KBL and the payment shall be made within 15 days 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.
16. 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.
17. 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.
18. 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.
19. 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 Arbitration and Conciliation Act,1996, as amended from time to time, and Occupier is liable for compensation to KBL as per decision of arbitrator in case of any breach of Agreement.

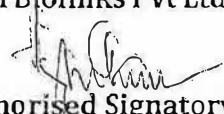
For CMC Vellore Association


General Superintendent


GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004.




for Ken Biolinks Pvt Ltd.,


Authorised Signatory

20. 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)
21. 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
22. The agreement is governed by the tenure specified and deemed to be void on expiry of such due dates as specified in the agreement. Whereas the beneficiary is advised to get the agreement renewed by approaching KBL, at least 30 days prior to expiry of the agreement.
23. In respect to any specific query on service / renewal or any other details relating to bio medical waste management KBL shall attend to and provide required back up , whereas the beneficiary shall formally register such requirements through a clear mail to our official mail ID - kenbiolinks@yahoo.com or alternatively a call through help line number : +91 99623 11011.
24. 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.

For CMC Vellore Association


General Superintendent

**GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004.**


for Ken Biolinks Pvt Ltd.,



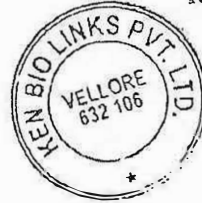

Authorized Signatory

4. 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 representative of KBL and Occupier and the decision of the said arbitrator shall be final and binding on both parties.

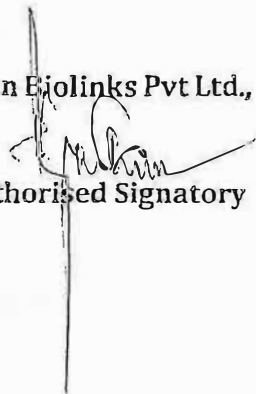
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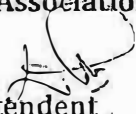
ANNEXURE - I
[ATTACHED TO MEMORANDUM OF UNDERSTANDING]

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

S.NO	Location	No.of.Beds
1	Christian Medical College Hospital- Scudder Road- Vellore	2565
2	Ophthalmology Department and Low Cost Effective Care Unit	140
3	Community Health and Development Department (CHAD).	135
4	REHAB Unit.	83
5	MHC & Nambikkai Nilayam Centres	98
6	RUHSA Hospital- Gudiyatham.	70
7	CMC Diagnostic and Day Care Centre (CMC -CDC)	Non-Bedded

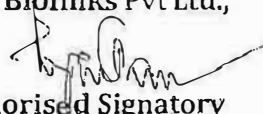
2. The Occupier agrees to pay a Lump sum Service charge of **INR:1,70,000/day (Rupees One Lakh Seventy Thousands Only / Per Day)** to KBL for Services to be rendered by KBL as per the terms defined in MoU.
3. The Security deposit amount of Rs. 7,20,000/- paid vide Cheque no: 016007 dt: 21.10.2004 as 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.
4. This agreement tenure, shall be for a span of five [5] years from the date of this MoU with a cumulative increase of 10% every succeeding year, effective 1st October of respective years, until the end of the tenure of this MoU [**30th September 2028**].
5. The renewal of services shall have to be taken up before the expiry of the agreement on mutually accepted terms.
6. If not renewed the MoU shall cease to exist from 30th September 2028.
7. All duties and taxes levied by the Government whichever is prevailing at the time of billing will be extra as applicable.
8. 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.

For CMC Vellore Association


General Superintendent
GENERAL SUPERINTENDENT
CHRISTIAN MEDICAL COLLEGE
VELLORE - 632 004.

for Ken Bioblinks Pvt Ltd.,




Authorized Signatory