



தமிழ்நாடு தமில்நாடு TAMIL NADU

62AB 570111

27 MAR 2019

INDUSTRIES
NEW COIMBATORE
COIMBATORE - 641 013

L.MURUGARAJ
STAMP VENDOR
COIMBATORE DISTRICT COURT
COIMBATORE TAMILNADU
REF No: 8595 / 31 / 2010

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on 11TH APRIL 2019 between M/S. TEKNO THERM INDUSTRIES a partnership firm, having its factory at address 183/1A, ORATTUKUPPAI VILLAGE, CHETTIPALAYAM, COIMBATORE - 641 201. Represented by its Partner Mr. S. SUDHAKAR, herein after referred to as TTI. (Which expression shall include its successor or legal representatives)

AND

M/s. SHREE LAKSHMIS POLYCLINIC a health care establishment providing its services at NO.6/106, KARATTUMADAM, PUNGAMUTHUR(Po), UDUMELPET(Tk), TIRUPPUR(Dt). Represented by DR.D.MANTHIRAMURTHI Managing Director/ Proprietor/ partner/ Trustee etc, herein after referred as Occupier.

For Tekno Therm Industries

S. Sudhakar
Partner

Dy
Dr.D.MANTHIRAMURTHI, M.B.B.S.,
SHREE LAKSHMIS POLYCLINIC
Regd. No: 53602
Karattumadam, Pungamuthur (Po),
Udumalpet (Tk), Tiruppur (Dt).
Email: dmandrapoy@gmail.com

WHEREAS:

- a. **TTI** is a common bio medical waste treatment facility engaged in the business of collection, reception, storage, transportation, treatment, disposal and handling of any form of Bio-Medical Waste in compliance with the Bio Medical Waste Management and handling rules and regulation of Central Government (Government of India), Ministry of Environmental and Forests.
- b. **Occupier**, a Health care establishment is in need of disposal and treatment of Bio-medical waste will be collected from SRI CHAKRA HOSPITAL (C.ID:713), NO:4/147A, NEHRU STREET, UDUMELPET. The waste generated by occupier need to be stored in above premises (Sri Chakra hospital) with necessary approval and to be handed over to TTI for collection and disposal. **TTI** is not responsible for any lapse in collection if waste not properly handover at time of collection.
- c. **TTI** possesses necessary authorization from Tamil Nadu Pollution Control Board to install and operate a common bio medical waste treatment and disposal facility as per norms and conditions laid out by Tamil Nadu Pollution Control Board.
- d. TTI agrees that the common facility shall strictly adhere to all Provisions of the Bio-Medical Waste (Management and Handling Rules, 1998 and Environment Protection Act, 1986). **TTI** shall submit necessary certificates to **M/s. SHREE LAKSHMIS POLYCLINIC** from the competent authority, to the satisfaction of Tamil Nadu Pollution Control Board that they have installed all the machineries and equipments as per the Tamil Nadu Pollution Control Board norms and they are strictly following the said Acts.
- e. **Occupier** a health care establishment, desire to enter in to understanding that **TTI** will operate the facility for the establishment to collect, transport and treat the waste generated for final disposal strictly in accordance with the authorization of the Tamil Nadu Pollution Control Board on collection of mutually agreed charges.

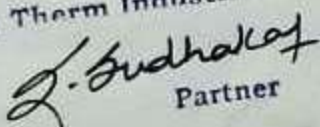
For Tekno Therm Industries


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- f. **TTI** have represented that they have installed and running the medical waste treatment and disposal facility with state of art technology, machinery, equipment, infrastructure and also necessary permission and licenses' required therefore including from the Tamil Nadu Pollution Control Board.
- g. 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 to **TTI** as setout in the Memorandum of understanding for collection of Bio Medical Waste, **Occupier** hereby enter in to agreement with **TTI** for collection and disposal of bio medical waste from its premises.
 2. This memorandum of understanding shall be valid for a term of **1 (ONE)** year, from the date of agreement. 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 setout in the agreement unless terminated earlier pursuant to clause 4 herein and clause 10 below.
 3. **Occupier** during this term of memorandum of understanding shall not enter into any arrangement or agreement with any other party or organization for bio-medical wastes treatment or disposal or handling.
 4. **Occupier** agrees to pay the charges due to the **TTI**, punctually and periodically for collection and disposal as per Annexure - 1, which shall form the essence of contract and **TTI** shall not collect medical waste if payment obligations are not fulfilled punctually as per Terms of Annexure - 1, and shall be at liberty to discontinue its service and or to terminate the agreement on that count with due intimation and one month in advance to **Occupier** and to Tamil Nadu Pollution Control Board.

For Tekno Therm Industries


Partner


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5. **TTI** agrees not to levy any extra charges other than the charges agreed as per the Annexure - 1 which forms part of this Memorandum of understanding. Payment charges and terms to **TTI** shall be as per Annexure - 1 set out hereto Annexure - 1 shall be read as part and parcel of this memorandum of understanding.
6. Any price escalation in diesel by the Union Government of India or State Government of Tamil Nadu will attract price hike in Bio-Medical Waste collection charges by **TTI**.
7. Any Price Escalation other than diesel will be as per price hike terms as set out in Annexure - 1 which forms part of the Memorandum of understanding.
8. Any additional infrastructure to be set up if required by Tamil Nadu Pollution Control Board rules and amendments on a later date and resulting price hike will be decided on mutual consent by the concerned individual health care establishment (occupier) and **TTI**.
9. **TTI** agrees to collect Bio-Medical Waste handed over promptly and regularly from the premises of the **occupier** at specified time schedule to dispose as per Pollution Control Board norms. It is agreed that **TTI** shall not delay the collection of Bio Medical Waste and even in the event of **TTI** not being able to collect and dispose of the medical waste as agreed; they would make alternate arrangement for the due collection of the Bio Medical Waste from the hospital of the **occupier** as agreed. In the event of Road Block, Strike, Public Holiday, Natural calamity **TTI** will not be held responsible for non collection of waste.
10. If Bio Medical Waste not collected within specific time period as agreed upon to comply with Pollution norms **Occupier** can send written notice **TTI** asking them to remedy the breach. If breach is not remedied within 7 days of service of such acknowledged notice, **Occupier** can terminate this agreement with **TTI**. In the event the **Occupier** terminates this contract before the expiry of the date of this agreement on his own, the **Occupier** is liable to pay a compensation for breach of the contract as per decision of Aribtrator and also forfeits the Membership Fee as set out in Annexure - 1.

For Tekno Therm Industries

Z. Sudhakar
Partner

Dy
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11.

Occupier has 20 numbers of beds as on this day of Memorandum of Understanding. The exact number of beds will be taken into account as per the latest declaration given to Tamil Nadu Pollution Control Board while obtaining authorization by **Occupier**. Any alterations in bed strength shall be immediately reported to **TTI** and Tamil Nadu Pollution Control Board.

12.

The exact number of beds strength to be assessed on actual bed Strength basis is to be determined by **TTI** and representative of individual establishment (**occupier**) upon physical verification and will be subject to scrutiny at any time on a later date by **TTI** or Tamil Nadu Pollution Control Board. In the event of **Occupier** increasing in number of beds in their Hospital, **TTI** shall make arrangements to collect the Bio Medical Waste in respect of such additional beds installed at the Hospital.

13.

TTI agrees to impart common training to all Hospitals and staff of **Occupier** to handle, segregate and store bio medical waste as per the guide lines issued by Tamil Nadu Pollution Control Board.

14.

It shall be the duty of the **occupier** to segregate the bio medical waste from others and to deposit the same at clearance point specifically labeled and in a distinct container, as soon as practicable, in compliance with sub rule 1,2 and 5 of rule 6 of the bio - medical waste Rules - 2000 and color code adapted. For any lapse, breach, default of non-compliance by the **occupier** of the said provisions and for any consequences arising there from **TTI** shall not be liable and absolved of any responsibility.

15.

TTI will insist on purchase of bar - coded non - hallucinated color Bags or coded bags as per specification insisted by **TTI** on cost basis as mutually agreed by both parties. **TTI** will not take responsibility in case of any complaints/spillage out of bags/ containers not purchased or coded from **TTI** in the best interest of services provided. **TTI** has offered discounted Price for waste collection, disposal charges as per Annexure 1 inconsideration of Bags to be purchased from **TTI**.

For Tekno Therm Industries

J. Sudhakar
Partner

[Signature]
Dr.D.MANTHIRAMURTHI
SHREE LAKSHMIS PO
Regd. No : 536
Karattumadam, Pungan
Udumalpet (Tk), Tiru
Email : dmandrapoy@

16. **TTI** will collect all categories of bio medical waste which also includes infectious waste sharps, plastics and glass. The above autoclavable waste should not be disposed locally or sold to any third party which is an offence under the rules and regulations of Ministry of Environmental and Forests. IV Plastic saline Bottle is classified under Bio Medical Waste. Non disposal of plastic IV saline Bottle through **TTI** will be considered as breach of agreement (MOU) and **TTI** will not be responsible for non compliance by **occupier**. **TTI** will not collect general garbage or kitchen and sanitary waste. **TTI** will not collect waste that is not segregated or properly packed as per the color code. The waste should be handed over at a single point for collection at a specified time of vehicle arrival.
17. Invoice will be raised on monthly basis by **TTI** and the payment shall be made within 15 days of receipt of the bill by the concerned healthcare establishment. Any deviation or undue delay caused in this regard will attract penal interest.
18. **TTI** 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 Tamil Nadu Pollution Control Board to comply with the norms.
19. **Occupier** shall co-operate with **TTI** Personnel for adherence to the time Schedule as agreed and in all aspects of collection and Transport of Bio-Medical waste at their premises.
20. **TTI** shall acknowledge (sign) receipt countersigned by both parties at the Time of handing over the waste. Occupier shall co-operate with **TTI** personnel in all aspects of collection and transport of Bio-Medical Waste at their premises. The acknowledgement of countersigned receipt will be compulsory on part of **TTI** to individual Hospital as proof of entry and collection.
21. It is agreed to include/delete any clause/s that according to the concerned Indian Medical Association and **TTI** forms part of this Memorandum of Understanding on a later date with mutual consent by both parties (**TTI and Occupier**).

For Tekno Therm Industries

L. Sudhakar
Partner

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22. **TTI** agree to make necessary efforts to make all establishments Generating bio- medical waste to register as Life Member of Indian Medical Association to be eligible to avail of the facility extended by the party for handling, storing, disposal etc.
23. 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 **TTI** and **Occupier** and the decision of the said arbitrator shall be final and binding on both parties.
24. **Occupier M/s. SHREE LAKSHMIS POLYCLINIC** hereby agrees to handover the Bio Medical waste generated for disposal at the hospital premises at NO 6/106, KARATTUMADAM, PUNGAMUTHUR(Po), UDUMELPET(Tk), TIRUPPUR(Dt). The Occupier shall handover waste weighed and authorize a representative for acknowledging collection of waste by **TTL TTI** will not be responsible for any lapses in the event of Bio Medical waste not properly handed over for disposal at the agreed premises.

For **TEKNO THERM INDUSTRIES**

For Tekno Therm Industries

S. Sudhakar
Partner

PARTNER

For **Occupier** with Firm Seal.

Dy
Dr. D. MANTHRAMURTHI, M.B.B.S.
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8. Billing & Payment

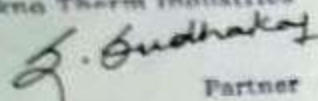
Invoice will be raised on monthly basis. The payment shall be made within 15 days of receipt of the bill by the concerned health care establishment. Any deviation or undue delay caused in this regard will attract three (3) months billing in advance as Security deposit with intimation to the concerned Indian Medical Association.

9. Note


Account payee Cheque, or Demand Draft or ECS Cash collection strictly not encouraged. Company is not held responsible if monthly bill payment is paid by cash.

Price indicated is effective as on 14TH MAY 2016 fixed by IMA and subject to change and Revision as per decision of IMA, core committee and acceptance by operator.

For Tekna Therm Industries



Partner



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SHREE LAKSHMIS POLYCLINIC
Regd. No : 53602
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Udumalpet (Tk), Tiruppur (Dt).
Email : dmandrapoy@gmail.com

TEKNO THERM INDUSTRIES

Bio Medical Waste Treatment Facility



Factory & Regd Office
183/1A, DRATTUNUPPAI
VILLAGE,
CHETTIPALAYAM POST,
COIMBATORE - 641201

ENGT NO: 1802927

Email: teknotherm@gmail.com

Admin Office
5-7/1, NORTH HUZUR ROAD,
2ND FLOOR, NEAR CODISSIA TOWER,
COIMBATORE - 641018
Phone: 0422-2223140, 0422-4504040
GSTIN: 33AAEFT5893H1Z1

BIO MEDICAL WASTE COLLECTION CHARGES

SHREE LAKSHMI POLYCLINIC
NO. 6/106, Karattumadam,

Pungamuthur(DO), Udumetpet(TK)
TIRUPUR - 642001

Contact Person : Dr.D.mandanasairath

Contact No: 944372573

ID No	19040H0TR0002	Bill No	
Old ID	914		1907000638
BILL DATE		DUE DATE	
	31/07/2019		10/08/2019

Sno	HSN Code	Description	Rate	Category	No Of Beds	Month	Total
A	9994	BIO MEDICAL WASTE TREATMENT AND DISPOSAL CHARGES	6.75	Hospital	20	July	4050.00
GSTIN: NIL							0.00
Total							4050.00

Exempted For Biomedical Waste Disposal Vide Notification

Rupees Four Thousand Fifty Only

Opening Balance	Till Date Billed	Received Amount	Closing Balance	Current Bill	Payable Amount
0.00	12/15/00	12150.00	0.00	4050.00	4050.00

Bill Amount in words

Payable Amount : Rupees Four Thousand Fifty Only

Payments to be made by: Account payee Cheque or Demand draft - in favor of 'TEKNO THERM INDUSTRIES', payable at Coimbatore.

Bills not settled on date will attract late payment charges. Please try to avoid cash payments. Temporary cash receipt is not valid until authenticated by payment receipts issued by the office. All temporary receipts are customer risk only.

Prepared By

Manager Accounts

Office Accounts

COMPANY NAME : TEKNO THERM INDUSTRIES

A/C NO : 35540500000009

IFSC CODE : BARBOGANAPA

BANK NAME : BANK OF BARODA

BRANCH : GAHAPATHY BRANCH

O Bar

Note : # IN IFSC CODE THE FIFTH LETTER IS NUMERICAL ZERO (0)

Payment Details

To be filled and enclosed with the payments

Mode of Payments Bank Transfer Cheque/DD

Cheque / DD No

Bill No : 1907000638 Bill Date : 31/07/2019

Old ID & ID : 1 14010H0CB0001

Name : SHREE LAKSHMI POLYCLINIC

Amount : 4050.00 Payable Amount: 4050.00

Bill Due date On or Before : 10/08/2019

Amount for

Old Balance

Current Bill

Bank Name

Amount

Note : Kindly fill and detach the counterfoil and send the cheque

This is computer generated statement, no signature is required

