

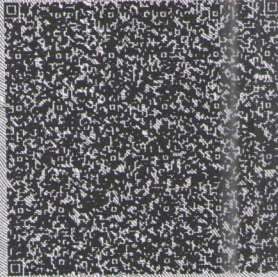


सत्यमेव जयते

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Government of Puducherry

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Certificate No. : IN-PY105113063503390
Certificate Issued Date : 11-Mar-2016 03:45 PM
Account Reference : IMPACC (SH)/ pyshimp17/ OULGARET/ PY-PU
Unique Doc. Reference : SUBIN-PYPYSHIMP17156682167423510
Purchased by : PONDICHERRY SOLIDWASTE MANAGEMENT COMPANY PVT LTD
Description of Document : Article 5 Agreement or Memorandum of Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PONDICHERRY SOLIDWASTE MANAGEMENT COMPANY PVT LTD
Second Party : PONDICHERRY INSTITUTE OF MEDICAL SCIENCES
Stamp Duty Paid By : PONDICHERRY SOLIDWASTE MANAGEMENT COMPANY PVT LTD
Stamp Duty Amount(Rs.) : 20
(Twenty only)



Please write or type below this line

N. S. S. S.
Pondicherry Solidwaste Management Company (P) Ltd,
Rajiv Gandhi Lane West, R.S.No. 715 & 716/2
Thambapattinam Village, Villanar, Coimbatore, Pondicherry-605 502

A.G. Isaiah
A.G. Isaiah
General Manager (Administration)
Pondicherry Institute of Medical Sciences
Kalapet, Pondicherry - 605 014.

VO 0000359406

AGREEMENT

This agreement is entered into 1st October 2016.

Between

M/s.Pondicherry Solidwaste Management Company Private Limited, Rajeev Gandhi Land Mark, Thuthipet, Villiayanur Commune, Puducherry - 605 502, here in after, referred as **PSMPL** represented by, **Mr.N. Vasantharajan, Plant Manager**. Herein after referred as the contractor, which expression shall unless repugnant to the context or meaning thereof mean and include his heir, executor successor, assign and legal representative of the ONE PART.

And

M/s. Pondicherry Institute of Medical Sciences (PIMS), A unit of madras Medical Mission, Located at Ganapathychettikulam, Kalapet, Puduchery, and represented by **Mr.A.G.ISAIAH, General Manager(Administration)**, Herein after referred as the Principal Employer, which expression shall unless repugnant to the context or meaning thereof mean and include his heir, executor successor, assign and legal representative of the OTHER PART.

PSMPL, as the approved Common Bio Medical Solid Waste Management Facility by Pondicherry Pollution Control Committee, has been contracted by **PIMS** for Collection, Treatment and Disposal of the segregated Biomedical Solid Waste in RED and YELLOW color bags.

Whereas, **PIMS** as a statutory requirement, need to manage their Solidwaste in adherence to **Bio-Medical Wastes (Management and Handling) Rules, 1998**.

Whereas **PIMS** agrees to utilize the services of **PSMPL** in the scope of the following Terms and Conditions of the agreement:

1. **PSMPL** will collect the Bio-Medical Wastes, in color-coded bags, properly tied and in leak proof condition as per BMW Rules, 1998.
2. **PIMS** will give its Bio-Medical Wastes, in color-coded bags, properly tied and in leak proof condition as per BMW Rules,1998 to **PSMPL**. The waste shall be collected by **PSMPL** from only one point of activity from **PIMS**.
3. **PSMPL** agrees to provide the services to **PIMS** to be complied with the BMW, Rules, 1998, on a 'user-pay-principle' at **Rs. 7.27/- per bed per day for 550 beds** ; but assessed only for 80% occupancy and that the net bed account for the purpose of service cost will be **440** only. Hence, the net amount payable is **Rs.96,000/=**
This is to be paid on monthly basis plus taxes/duties if applicable.
4. **PIMS** has already paid a interest free security deposit of **Rs.1,03,600/=**, Which is refundable by **PSMPL** on the termination of the Service contract.
5. **PSMPL** is bound to disclose all details about this agreement and services to **PPCC**, as and when it is required.
6. **PSMPL** will enable **PIMS** to get authorization from **PPCC**, for necessary structures for collection and segregation of Bio-Medical Wastes.
7. **PSMPL** shall collect the wastes from **PIMS** daily (within 24 hours of time) from mutually agreed location and time. **PSMPL** will not collect the bio-medical waste, which is not segregated or properly packed.

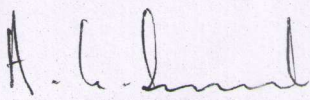
N. Vasantharajan
Pondicherry Solidwaste Management Company (P) Ltd.,
Rajiv Gandhi Land Mark, R.S.No.79/5 & 80/2
Thuthipet Village, Villianur Commune, Puducherry-605 502

A.G. Isaiiah
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General Manager (Administration)
Pondicherry Institute of Medical Sciences
Kalapet, Pondicherry - 605 014.

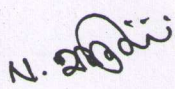
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8. In case, if **PSMPL** fails to collect the waste within 24 hours of previous collection time, the same shall be cleared within the next 24 hours. If for some reason, **PSMPL** has not cleared the BMW within 48 hours that day's 50% charges will be reduced in the billing.
9. **PSMPL** shall be responsible for any violation under the **Bio-medical Waste (Management and Handling) Rules, 1998** from the time, the waste is collected at the premises of **PIMS** and shall comply with all the rules and regulations stipulated by the **PPCC**.
10. In case **PIMS** finds any irregularities in the collection of waste they can send a notice in writing to **PSMPL** for immediate action. All complaints (if any) shall be attended to in the shortest possible time (48 hours).
11. **PSMPL** shall raise the **INVOICE** for payment on monthly basis on or before 2nd of every month **PIMS** is liable to make the payment vide DD/ Cheque on or before 15th of every month.
12. In case of non-receipt of payment on the agreed date from **PIMS**, **PSMPL** will stop the listed services immediately with intimation to **PPCC**.
13. Agreement can be terminated by giving one-month notice from either side or will be automatically terminated if the services are not started within a month from the date of this agreement.
14. This "Agreement of Service" shall be valid upto 31st March 2017 and with due clause for renewable by mutual consent for the future periods, with increase in rates commensurate with Whole sale Price Index (WPI).
15. In case of any dispute, if judicial in the puducherry.

1. For Pondicherry Institute of Medical Sciences


A.G. Isaiah
General Manager (Administration)
Pondicherry Institute of Medical Sciences
Kalapet, Pondicherry - 605 014.

2. For Pondicherry Solid Waste Management Co. Pvt. Ltd.


Pondicherry Solidwaste Management Company (P) Ltd.,
Rajiv Gandhi Land Mark, R.S.No.79/5 & 80/2
Thuthipet Village, Villienur Commune, Puducherry-605 502