

കേരള ജൂഡിഷ്യൽ

NON JUDICIAL

₹200

₹200

കേരള സർക്കാർ
GOVERNMENT OF KERALA

e-Stamp

e-Stamp Serial Number : 20252600000986181

Verification Code : 568698684V

Govt. Reference No.(GRN)

: KL007159154202526E

Purpose

: Agreement or memorandum of an agreement - if not otherwise provided for

Amount of Stamp Paper Purchased in Numeral

: ₹ 200

Amount of Stamp Paper Purchased in Words

: Rupees Two Hundred

Stamp Paper Purchased on

: 15/05/2025

First Party Name

: Secretary

First Party Address

: IMAGE, IMA, Thiruvananthapuram

Second Party Name

: Dr V K Abdul Azeez Managing Director

Second Party Address

: Daya Specialty Surgical and Laparoscopic Centre, Kunnathurmedu, Palakkad 678013

Vendor Code & Name

: 14011839 - P Ravindranathan

Treasury Code & Name

: 1401 - District Treasury, Palakkad

Please write or type below this line

MoU for Private Healthcare Institutions

This MoU of affiliation on the joint venture of 'segregation, collection, transportation, treatment and disposal of Biomedical Waste' entered into on this Thursday the 15th day of May 2025 by and between IMAGE (Indian Medical Association Goes Eco-friendly) an organization formed under Indian Medical Association Kerala State Branch specifically to manage the Biomedical Waste collection, treatment and disposal programs, represented by its Honorary Secretary as empowered under its Rules & Regulations; (hereinafter called Party No.1 which includes his successors in administration) with its communication address IMAGE Administrative Office, IMA State Head Quarters, Chackai, Anayara Post, Thiruvananthapuram – 695029.

For Daya Specialty Surgical and Laparoscopic Centre

Office Seal of Party No.1



1

Office Seal of Party No.2

Managing Director



This can be verified by

https://www.estamp.treasury.kerala.gov.in/index.php/estamp_search using e-Stamp Serial Number and Verification Code.



AND

Daya Speciality Surgical and Laparoscopic Centre, Dr. V.K Abdul Azeem, Managing Director, 24/545 546 547, Opposite GPL School, Kunnathurmedu - P.O, Coimbatore Road, 678013 (Party No.2) in October 2012[Affiliation No.PKD.0161] with 30 bed strength/ units as on date for the Biomedical waste (hereinafter called Party No. 2 which includes their legal representatives, successors and persons claiming under him/her/them)

WHEREAS **Party No.1** herein is managing a Common Biomedical Waste Treatment & Disposal Facility (IMAGE - CBWTF) with the available modern scientific devices and methods, in accordance with the Biomedical Waste Management Rules, 2016 (amended till date) at Manthuruthy, Kanjikode West. P.O., Pudusseri West, Palakkad District and with the approval of Kerala State Pollution Control Board and is presently engaged in the collection, transportation, treatment and disposal of Biomedical Waste generated in the various affiliated Healthcare Institutions in the State of Kerala.

WHEREAS **Party No.2** is desirous of getting affiliated to the **Party No.1** and whereas **Party No.1** having offered to facilitate all legally possible help to discharge the responsibility and liability of **Party No.2** [in disposing-off their Biomedical waste generated] towards the pollution control measures in the subject matter on getting affiliated with **Party No.1**, on the following terms and conditions; this MoU of Affiliation witnesseth as follows: -

1. **Party No.2** understands the Origin, Motive, Purpose, Formulation, Function, Terms & Conditions in respect of **Party No.1**
2. The affiliation between **Party No.1** and **Party No.2** is only for **One Year [15th May 2025 to 14th May 2026]** from the date of the MoU ; which has to be renewed every year in writing on mutual consent of both the parties without payment of any further Fee apart from the Initial Affiliation Fee

For Daya Speciality Surgical and Laparoscopic Centre

Managing Director



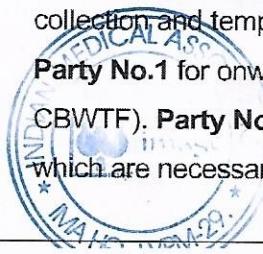
3. **Party No.2** has paid to **Party No.1** an amount of Rs. 51000/- (Rupees **Fifty One Thousand Only**) as one-time affiliationfee for 30 bed strength/ units (Total units as on date) in favour of IMAGE, payable at Thiruvananthapuram and **Party No.1** acknowledges the receipt of the same; andhereunto relieve the **Party No.2** from the responsibility of managing the biomedical waste by affiliating thorough the Common Biomedical WasteTreatment & Disposal Facility of **Party No.1** (IMAGE - CBWTF), excluding the responsibility of collection of the segregated biomedical waste in the barcoded colour-coded bags, internal transportation, temporary storage of biomedical waste within the premises and handing over of the barcode scanned biomedical waste by **Party No.2** as per the clause 4 [sub clauses (a) to (t) (20 Nos)] of the Biomedical Waste Management Rules,2016 and related clauses in the amendments of the said rules till date.

Party No.1 hereby undertakes: -

4. To collect and transport the barcode scanned biomedical waste from the storage point of **Party No.2**, once in all days or on mutual agreed days except on force majeure [i.e. on the occasions of natural calamities, wars, riots, epidemics,harthal, breakdown of vehicles/machinery] or by the operation of law which are beyond the control of the **Party No.1**
5. To take up the responsibility and liability of **Party No.2** in the subject matter of disposal of biomedical waste towards the pollution control & environmental protection purposes and regulations of the statutory authorities.
6. To provide necessary training to the designated persons of the **Party No.2** in the subject of segregation, collection, internal transportation, barcode scanning and temporary storage of biomedical waste for facilitating the scientific treatment & disposal of this waste. **Party No.2** shall facilitate the human resources as well as the infrastructure for this training process.

Party No.2 hereby undertakes, agrees and understands: -

7. To collect the segregated biomedical waste at the point of generation within the healthcare institution, in the prescribed colour coded barcoded bags & containers [procured from the authorized dealers] in accordance with "Schedule. – I[Part 1] of the "Biomedical Waste Management Rules 2016", labelling it with the prescribed information, scan the barcodes on the waste-filled bags & containers using the designated software application to mark it as ready for collection and temporarily store it in the common storage point; from where it has to be lifted by the **Party No.1** for onward transportation to its Common Biomedical Waste Treatment Facility (IMAGE - CBWTF). **Party No.2** shall obtain the legal sanctions from the Kerala State Pollution Control Board which are necessary for such purposes.



For Dr. D. Speciality Surgical and Laparoscopic Centre



M. D.

8. Not to mix any general solid waste, radioactive waste, hazardous chemical waste- waste and Covid waste with the regular Biomedical Waste.

9. All **incinerable biomedical waste** [Ref. Schedule I, Part 1, Biomedical Waste Rules, 2016] shall be collected in the **YELLOW** colour coded, barcoded bags/containers.

10. All contaminated **autoclavable biomedical waste** (Disposable Syringes, IV fluid bottles, IV infusion sets, Tubes, Catheters, Gloves etc.,) shall be collected in **RED** colour barcoded bags. These shall not be thrown away or sold to any plastic vendors or scrap dealers. [Such acts are punishable according to BMW M 2016, Schedule I, Part I {See Rules 3[c], 4[b], 7(1), 7(2), 7(5), 7(6), 8 (2)}]

11. The **biomedical waste sharps** (contaminated needles, scalpels, blades) shall be collected in puncture-proof, leak-proof, tamper-proof, **WHITE/transparent** containers specially designed for this purpose.

12. The **glass & metal biomedical wastes** (implants, screws, plates etc.) shall be collected separately in **BLUE** colour coded, leak-proof boxes specially designed for this purpose. Glass and Metals shall not be mixed with each other or with any other biomedical waste.

13. **Discarded Medicines and Cytotoxic drugs** (outdated, discarded and contaminated medicines) shall be collected separately in different **YELLOW** colour coded, barcoded, "**cytotoxic**" labelled bags/containers and shall not be mixed with any other category of biomedical waste. Solid and liquid medicines shall be packed separately and handed over separately to the waste collection staff.

14. **Party No. 2** shall make a provision within its premises for a safe, ventilated and secured room for the temporary storage of segregated biomedical waste. Provision of adequate storage space for the biomedical waste with a display board (**Biomedical Waste Storage Room**) and easy accessibility of waste collection vehicles to the storage room shall be provided. **Party No. 2** ensure that there shall be no secondary handling, pilferage of recyclables or inadvertent scattering or spillage of biomedical waste by animals.

15. **Party No. 2** shall facilitate easy & safe collection of segregated biomedical waste by the IMAGE collection team without any delay and shall permit the visual inspection of segregated waste for confirming the proper segregation of the biomedical waste. If the HCE is closed before the collection of the biomedical waste, then the waste shall be kept at the designated storage point with proper protection by wired mesh accessible to the collection staff designated **Party No.1**

16. The **IMA-IMAGE HCE** Mobile App shall serve the purpose of scanning the entire barcoded bags & containers used to collect the biomedical waste generated in the institution. **Party No. 2** shall carry out *For Daya Speciality Surgical and Laparoscopic Centre*



the barcode scanning, weighing (separately for all four categories of BMW - Red, Yellow, Blue, and White) and recording the data in the HCE Mobile App before handing over the biomedical waste to **Party No. 1**.

17. Shall make provision to affix the unique QR Code (that is generated for the institution by the **Party No. 1**) on the biomedical waste storage room. The biomedical waste collection shall be done by **Party No. 1** only after scanning the QR code of the institution.

18. Shall permit the 'entry and exit' of vehicles and personnel of **Party No. 1** IN and OUT of the premises of **Party No. 2** for the collection of the biomedical waste and shall not cause any delay to the biomedical waste collection staff.

19. **Party No. 2** hereby agree to sanction the permission to use the premises of its healthcare Institution to transfer the biomedical waste from one collection vehicle to another, to facilitate transportation of the collected biomedical waste to the treatment facility of **Party No. 1**

20. To authorize one of their staff to sign in the electronic device or to receive the collection message, to confirm the clearance of the biomedical waste from the Healthcare Institution by the **Party No. 1**

21. To permit authorized personnel of **Party No. 1** to physically verify the bed- strength and (or) other additional healthcare facilities, the number of dental chairs etc., of the affiliated institution to decide on the billing parameters as and when required.

22. To permit the **Party No. 1** to inspect the process of biomedical waste collection, segregation, internal transportation& storage of biomedical waste practiced by the **Party No. 2** to ensure proper segregation as per the Biomedical Waste Management Rules.

23. **Party No. 1** shall not dispose any of the biomedical waste by themselves or through any third parties and it shall be mandatory for **Party No. 2** to handover the whole of biomedical waste generated, from time to time, to the **Party No. 1** for the proper scientific treatment & disposal of the same as per the norms of the Biomedical Waste Management Rules & as per the guideline and directions of the Pollution Control Boards. Any act or omission against this, from the part of **Party No. 2**, shall be intimated to the Pollution Control Board immediately by **Party No. 1** and it shall exonerate **Party No. 1** from the responsibility and liability of the biomedical waste management of the **Party No. 2** as per this Agreement with retrospective effect. It shall also entitle **Party No. 1** to stop its services/ responsibilities towards **Party No. 2** and the Agreement shall be deemed to be void with immediate effect.

General Terms & Conditions

24. The maximum quantity of biomedical waste served by **Party No. 1** under this scheme is 250gms (0.25 kg) per bed unit per day. If the quantity of biomedical

For Daya Speciality Surgical and Laparoscopic Centre

waste generated is above the prescribed limit; each 250gms (0.25 kg) or part thereof shall be charged as equivalent to One-bed unit and additional operational charges/user Fee has to be paid by the **Party No.2** for the additional quantity to **Party No.1**. The bed occupancy statistics or patient turnover are not considered for billing for the operational charges by **Party No.1**.

25. Any discrepancy found in the Accounts/ Billing shall be intimated to the office of the **Party No. 1** immediately. **Party No. 2** shall have no authority to make any alterations/deductions in the Invoices or Bills

26. For stopping and restarting the service, **Party No.2** shall inform the office of the **Party No. 1** by writing at least two weeks in advance (by Post, E-Mail or Online through the customer portal in the website of **Party No.1**; otherwise, no reduction in the invoice amount shall be considered. The stoppage or discontinuation of the biomedical waste management service to the **Party No. 2** for any reasons including violation of any of the above terms mutually agreed, the default of payment of the operational charges, non-compliance to the biomedical waste management rules, non-compliance to the directions of pollution control authorities shall be reported by the **Party No.1** to the Pollution Control Boards and the concerned ULBs.

27. Change of Name and Address of the **Party No.2** shall be informed to the Administrative Office of the **Party No.1** through the customer portal in the IMAGE website (<https://customer.imageima.org>) using the provided login details.

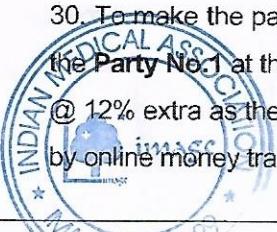
28. The change of ownership of **Party No.2** necessitates fresh affiliation application. If the ownership of the affiliated institution changes, the consent letter of the previous owner, proof of ownership-change along with prescribed registration fee has to be submitted to the office of the **Party No. 1**. All the previous pending payment dues to **Party No. 1** has to be cleared by the new/previous owner of **Party No. 1**, in order to get re-affiliation. All the required documents shall be attached while applying/requesting for the ownership change through the customer portal of IMAGE website (<https://customer.imageima.org>)

29. The Service requests from **Party No. 2** shall not be considered in the case of non-clearance of the payments dues to **Party No. 1**.

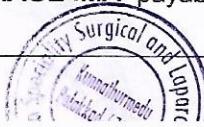
Payment Terms

Party No. 2 agrees to all payment terms of the **Party No. 1** as published by the **Party No.1** in its website <https://imageima.org> including,

30. To make the payment towards the operational charges/user fee regularly, monthly or in-advance to the **Party No.1** at the rate of Rs. 6.35 (Six and thirty five Only) per bed unit per day and mandatory GST @ 12% extra as the operational charges/ user Fee on or before the 10th of the ~~the previous month~~ ^{the present month} either by online money transfer or by demand draft drawn in favour of "**IMAGE IMA**" payable at ~~the present month~~ ^{the present month} **Speciality Surgical and Laparoscopic Centre**



Office Seal of Party No.1



Office Seal of Party No.2

Thiruvananthapuram or remit the amount in any branch of the South Indian Bank observing the instructions for remittance in the bill and obtain the authenticated receipts for the remittance. (The operational charges/user Fee is subject to variation considering the hike in fuel prices, electric charges, vehicle charges, disposal charges, labour charges and the cost of living etc. The Managing Committee of **Party No. 1** has the authority to fix the rate after considering the above factors.)

31. **Party No.2** is liable to pay any tax imposed by the State/Central Government from time to time in addition to the operational charges/user Fee.

32. Payment of operational charges/user fee to the **Party No.1** shall be made on or before 10th of every subsequent month.

33. If the **Party No. 2** fails to pay the operational charges/user fee within the last day of the next calendar month, **Party No. 1** is entitled to recover the same with a fine as per the terms & conditions published in the website of Party No. 1 in its website <https://imageima.org> under the "downloads" section.

34. If there is any Tax being Deducted at Source (TDS), the same shall be informed to the office of the **Party No.1** along with the payment details; and the certificate of Tax Deducted at Source (Form 16 A) shall be forwarded to the office of **Party No.1** quarterly. The acknowledgement number of the TDS shall also be quoted in Form 16 A; otherwise, the TDS shall be treated as pending payment dues to the **Party No.2**.

35. Any bank charge associated with the collection of the payment shall be realized subsequently from the Healthcare Institution [**Party No.2**].

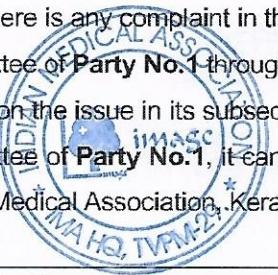
Disputes, Complaints & Redressal of Complaints

36. Any lapse/complaint regarding the collection of BMW/ Transportation/ Accounts/ Billing etc. shall be informed to the office of the **Party No.1** immediately by Email (imageimaksbtvm@gmail.com) or by registered post. Verbal communication by the representatives of Party No. 2 shall not be accepted or recorded in the office.

37. In case **Party No.1** fails to collect the biomedical waste for more than 24hrs from the scheduled time, **Party No.2** shall inform the Administrative Office of the **Party No.1** and in case **Party No.1** fails to collect the waste within the next 24hrs., **Party No.2** shall be entitled to make alternative arrangements and in such events, **Party No.1** shall be liable to compensate **Party No.2** suitably.

38. If there is any complaint in the service of **Party No.1**, then the **Party No.2** may approach the Managing Committee of **Party No.1** through the Chairman or Secretary of **Party No.1**. The Managing Committee shall decide on the issue in its subsequent sitting. If the **Party No.2** is aggrieved by the decision of the Managing Committee of **Party No.1**, it can file an appeal before the appellate body i.e. State Working Committee of Indian Medical Association, Kerala State Branch through its State President or State Secretary.

For Daya Speciality Surgical and Laparoscopic Centre



39. The parties hereby undertake to perform their respective parts in the MoU fully and faithfully and in case of a dispute arising between the parties, the matter shall be settled as per the Arbitration and Conciliation Act 1996 (amended in 2015 & 2019) or any modification or re-enactments there-to and relevant laws and regulations in force at that time in India. The legal proceedings in the subjectmatter shall be subject to the jurisdiction of Courts at Thiruvananthapuram where the administrative office of the **Party No. 1** is situated.

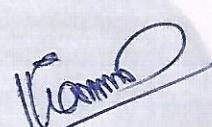
40. Either party shall terminate this MoU with 30 days prior notice under proper acknowledgement.

41. Total Number of pages Eight only

Agreeing upon the above terms, conditions and stipulations, both parties have set forth their respective hands before the under mentioned witnesses.

Party No.1: Name & Signature:

Dr. KRISHNAKUMAR P.V,
Hony. Secretary, IMAGE
IMAGE Administrative Office,
IMA State Headquarters,
Anayara P.O, Thiruvananthapuram – 695029

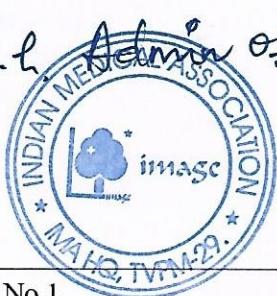

Dr. KRISHNAKUMAR. P.V
Secretary, IMAGE, IMA KSB
IMA State Headquarters
Anayara P.O, Thiruvananthapuram-695 029
Ph: 0471-2741188, 2742211

Party No.2: Name & Signature:

For Daya Speciality Surgical and Laparoscopic Centre
Dr. V.K Abdul Azeez
Managing Director
Daya Speciality Surgical and Laparoscopic Centre
24/545 546 547,24/545 546 547,Opposite GPL School
Kunnathurmedu - P.O,Coimbatore Road,678013



Witnesses:

1. Gopinathan - P. 
2.  Shyamal - Admin office IMAGE IMA 