



# BISHOP ENZIGER COLLEGE

# OF NURSING

*Accredited by NAAC,*

*Member of United Nations Academic Impact Program*

*Approved Research Centre of Kerala University of Health Sciences*



## 8.1.5 - Other Certificates



केरल KERALA

E 918975

Agreement  
(In stamp paper worth Rs. 50/-)

This agreement of affiliation on the joint venture of 'segregation, collection, transportation, treatment and disposal of Biomedical Waste' entered into on this 16<sup>th</sup> day of July 2007 by and between IMAGE (Indian Medical Association Goes Eco friendly) an organization formed under IMA specifically for the purpose of dealing scientifically with the Biomedical Waste disposal programs, represented by its Secretary as empowered under its constitution and byelaws; (herein after called party No.1 which includes their successors in administration).

AND  
Rev. Father Joseph Pullichampallesh. Director,  
Bishop Benziger Hospital Kollam

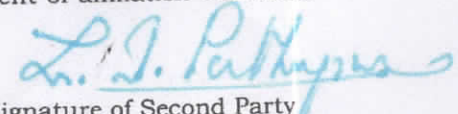
(herein after called party No.2 which includes their legal representatives, successors and persons claiming under him/her/them)

WHEREAS party No.1 herein has already set up a Common Biomedical Waste Treatment and Disposal Facility with the available modern scientific devices and methods, in accordance with the Biomedical Waste (Management and Handling) Rules 1998 of Government of India, at Pudussery west village, Palakkad and with the approval of Kerala State Pollution Control Board and is presently engaged in collection, transportation, treatment and disposal of Biomedical Waste generated in the various healthcare institutions situate at Thiruvananthapuram, Kollam, Pathanamthitta, Alappuzha, Kottayam, Idukki, Ernakulam, Thrissur, Palakkad, Malappuram, Kozhikode, Wayanadu, Kannur and Kasaragod

WHEREAS party No.2 is desirous of getting affiliated to 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, towards the Pollution Control Board in the subject matter on getting affiliated with it, on the following terms and conditions; this agreement of affiliation witnessh as follows:-

  
Signature of First Party



  
Signature of Second Party

Dr. ANOOPA. K.R. Ph.D (N)  
PRINCIPAL  
BISHOP BENZIGER COLLEGE OF NURSING  
KOLLAM - 1, KERALA

Terms and Conditions

- 1) Party No.2 understands the origin, motive, purpose, formulation, function, constitution and byelaws in respect of party No.1 (IMAGE - constitution, rules and byelaws attached)
- 2) The affiliation of party No.2 with party No.1 shall be for the period of five years initially, commencing from this date. The affiliation shall be renewed for further period on mutual consent in writing with party No.1 with out any further affiliation fee.
- 3) Party No.2 has paid party No.1 an amount of Rs.100000/- (Rupees One lakh only) as one time affiliation fee for 100 beds, calculated at the rate of Rs1000/- (Rupees one thousand only) per bed as D.D No.0590572 dated 12.07.07 drawn in The South Indian Bank bank Kollam and party No.1 acknowledges the receipt of it and here unto relieves party No.2 from the said liability except for segregation of biomedical waste generated by it which shall be the responsibility of party No.2. Party No.1 assures uninterrupted operation of the work for a minimum period of five years commencing from this date. Party No.2 hereby declares the capacity of the healthcare institution/number of beds as 100 and the same has been endorsed by the first party after verification.
- 4) Party No.1 hereby undertakes:-
  - a) Party No.1 shall provide training in biomedical waste segregation and handling to the authorized personnel of the party No.2 free of cost.
  - b) To provide waste collection bags and containers at cost price at the option of party No.2
  - c) To collect and transport the Biomedical Waste from the premises of party No.2, once in all days except on force majeure i.e. on the occasions of natural calamities, wars, riots, epidemics, breakdown of machineries or by operation of law which are beyond the control of the first party.
  - d) To take up the responsibility and liability of the healthcare institution in the subject matter of disposal of biomedical waste towards the Pollution Control Board and other statutory authorities.
- 5) Party No.2 hereby undertakes:-
  - a) To segregate the Biomedical Waste and store it in containers and bags labeling it, at the point of generation in accordance with schedule - II&III of Biomedical Waste (Management and Handling) Rules 1998, to be lifted by party No.1 for onward transportation to the common facility daily at the prescribed time. The second party shall obtain legal sanction from Kerala State Pollution Control Board which are necessary for such purposes.



Signature of First Party



*L. J. Pulay*

Signature of Second Party

- b) To pay the first party at the rate of Rs3.50 (Rupees three and fifty paise only) per bed per day as service charge before 5<sup>th</sup> of subsequent month, by demand draft, and obtain authenticated receipts for it. The rate is subject to change considering the variation in fuel price, electricity charges and cost of living.
- c) To permit entry and exit of vehicles and personnel of party No.1 in and out of the premises of party No.2 for collection of the waste and shall also allow visual inspection, of segregated waste, by the authorized staff of the first party on demand.

Default clauses

- 1) In case party No.2 fails to pay the service charges within 5<sup>th</sup> of the subsequent English Calendar month, by demand draft party No.1 shall be entitled to recover it with interest at the rate of 18%. However in case the payment is delayed for more than a month the first party will be entitled to stop the services to the second party without further notice. In such event party No.2 alone will be liable for all the legal consequences which may arise out of the situation. On the other hand in case party No.2 desires to stop/close down his/her/their healthcare institution within the period of this agreement the affiliation fee shall not be refunded.
- 2) In case party No.2 fails to honour its liability within the terms of the agreement with regard to the segregation and handling of biomedical waste as per the rules, party No.1 shall be entitled to discontinue the service to party No.2
- 3) In case party No.1 fails to collect waste for more than 24hrs from the designated time, party No.2 shall inform the office of the party No.1 at their Administrative office and in case party No.1 fails to lift it within the next 24hrs, party No.2 shall be entitled to make alternative arrangements and in such events party No.1 will be liable to compensate party No.2. Any contingency in stoppage of work in the common facility established by party No.1 will be met with alternative arrangements by them and party No.2 cannot be put into trouble in such events.
- 4) In case of failure of the scheme of party No.1 before completion of period of agreement, party No.2 will be entitled for refund of proportionate sum from the affiliation fee remitted by them taking into consideration of the period already performed/utilized.

If there is any complaint in service or otherwise the 2<sup>nd</sup> party can address to the Managing Committee through the Administrative Officer. The Managing Committee will decide on the issue in the subsequent sitting. If the 2<sup>nd</sup> party is aggrieved by the decision it can file an appeal before the appellate body i.e. State Working Committee of Indian Medical Association Kerala State Branch.

Signature of First Party

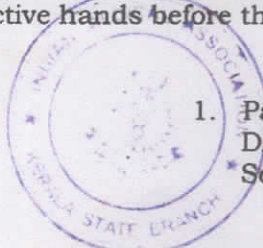
Signature of Second Party



The parties hereby undertake to perform their respective parts in the agreement fully and faithfully and in case of dispute arising between the parties, the matter will be settled as per the Arbitration and Conciliation Act 1996 or any modification or re-enactments thereto and relevant laws and regulations in force at that time in India. The legal proceedings in the subject matter will be subject to the jurisdiction of Court in Palakkad where the facility situates and the agreement is entered into.

The original of this agreement in worth Rs.50/ (Rupees fifty) stamp paper is decided to be kept with party No.2 and the xerox copy with original signature with party No.1

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



1. Party No.1  
Dr.J.Rajagopalan Nair  
Secretary IMAGE

2. Party No.2

Witnesses

1.

**J. CHRISTIAN**  
ADMINISTRATIVE OFFICER, IMAGE/IMA, IMA  
SRI SREE HOSPITAL  
KUNJALAM (P.O.) KOLLAM 691 305  
PHONE : 0475-2221366, 3290363

2.

*Dr. Anandhi nair*





## KERALA STATE POLLUTION CONTROL BOARD

FILE NO. :PCB/HO/KLM/ICO/08/09

Date of issue :2019-11-23

### CONSENT VARIATION ORDER

Consent No : PCB/HO/KLM/ICO-VARI/04/2019

Valid upto 30.06.2023

Ref : Consent No : PCB/HO/KLM/ICO-R/02/2019 dated: 01/08/2019

The ' Integrated Consent to Operate' issued as per reference above to M/s Bishop Benziger Hospital, Beach Road, Kollam-691001, is hereby modified & issued to M/s Bishop Benziger Hospital, Beach Road, Kollam-691001. The consent(s)/ variation order(s) cited under reference are integral part of this consent variation order and this order is subject to the conditions stipulated therein and the following modifications/ additions.

#### I. GENERAL

S.No.	Items	Description
1	Validity	30/06/2023
2	Fee remitted for variation	Rs.19,999/-

#### II. CONDITIONS

Condition III.1 of the above referred consent stands deleted. The validity is hereby extended up to 30/06/2023.

All other conditions of the Integrated Consent to Operate issued as per reference above remain unchanged.

**SREEKALA S**

Digitally signed by SREEKALA S  
Date: 2019.11.26 15:29:46  
+05'30'

DATE :23/11/2019

SIGNATURE & SEAL OF ISSUING AUTHORITY  
MEMBER SECRETARY



Page 1

Dr. ANOOPA. K.R. Ph.D (N)  
PRINCIPAL  
BISHOP BENZIGER COLLEGE OF NURSING  
KOLLAM - 1, KERALA



**To**

Fr. Anil Jose Director,  
Bishop Benziger Hospital,  
Beach Road,  
Kollam, 691001,  
Kerala

- 1. This digitally signed document is legally valid as per the Information Technology Act 2000**
2. For verifying this document please go to [krocmmms.nic.in](http://krocmmms.nic.in) and search using date of issue/name of the unit/Application Number in "Consent Granted Applications" link in the home page of the Board's Online Consent Management and Monitoring System.

