

Certificate of Registration of Societies

ACT XXI OF 1860

No. DKL 5716 of
XXXI - 182/06
I hereby certify that

ROGI KALYAN SAMITI
At/PO. DHENKANAL
Dist. DHENKANAL

has this day been registered under the Societies
Registration Act (No. XXI of 1860).

Given under my hand at Dhenkanal

this 20th day of October, 2006



Additional Registrar of Societies
Dhenkanal

Prepared by: Kunoga Prasad Harichandran

Dist. R. Kalyan Samiti, Agdes

Compared by: Gangadhar Behera

Certified to the CO. 17

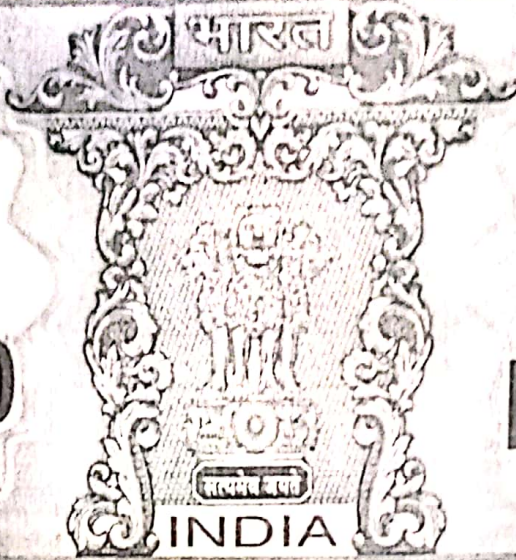
Pramanandilal Nayak
12.12.06
District Record Keeper

COLLECTORATE, DHENKANAL

12.12.06

भारतीय गैर न्यायिक

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AGREEMENT

50AA 085070

The agreement is valid from date 1-6-2020 to 31-5-2021 (2021)

1. An agreement made this 1-6-20 day of 1-6-20 2020 between the Chief District Medical & Public Health Officer, (hereinafter called the 1st Party) of the one part and M/S Maa Biraja Traders, Jajpur (hereinafter called 2nd party, which expression shall where the context so admits, be deemed to include heirs/successors/administrators) of the other part.
2. Whereas the 2nd party has been selected by the Zilla Swasthya Samiti, Dhenkanal (On behalf of BMW committee, Dhenkanal district) through an open tender issued (Vide tender no. 3542 dt. 31.12.2019) and accordingly the letter of provisional notification of award was issued vide order No. 5477 dt. 04.05.2020 for signing of the agreement.
3. And whereas the 2nd party agreed to provide Biomedical Waste Management Services as per the provisions in the BMW rules 1988 and modifications in BMW rules 2016, in the 17 (Seventeen) HCFs of Dhenkanal district (Including the CHCs, SDHs and DHHS) as per the provision in the RFP document.
4. The following documents shall be deemed to form and read and constructed as integral part this agreement, viz.
 - a. Request for proposal (RFP) terms of reference
 - b. Special conditions of contract.
5. The 1st party hereby covenants to the 2nd party is consideration of the provision of the agreed BMW services the contract price or such other sum as may become payable under the provisions of the contract at times and in the manner prescribed in the contract.
6. The description of the services to be rendered by the 2nd party under this contract and their prices as offered by the 2nd party and accepted by the 1st party are as under

MAA BIRAJA TRADERS
MANAGING PARTNER

Sudhakar Sanyal
Swasthya

Swasthya
Dhenkanal

TERMS OF REFERENCE GENERAL TERMS & CONDITIONS

1. The agency should have to submit the valid license from the SPCB within two month after signing of the MoU with the CDM & PHO Dhenkanal.
2. All the workers engaged by the Outsourcing Agency (OA) shall have uniform with the logo of the Agency.
3. All staff of the agency shall bear photo identity card during the period of work, which shall be duly signed by the Head of the concerned Hospital DMO(MS) Cum Supdt for DHH, Superintendent for SDH/CHC and PHCs) and representative of the Organization.
4. The outsourcing Agency shall furnish the list of workers & supervisors (18 years of age only) with Proof of Identity and address to the head of the concerned Hospital after finalization of the contract for Outsourcing of services.
5. The outsourcing agency shall implement the Bar code systems within 1 month of signing of the contract. 1-6-2020 - 31-5-2021
6. All the personnel to be engaged by the Organization/ Agency should be covered under the statutory Government (Labour laws & regulations) framed from time to time.
7. The concerned authority of the Hospital may request the Bidders/ Agency to withdraw any of their workers from the Hospital within 24 hours prior intimation.
8. The Bidder/ Agency will abide by all the rules and regulation relating to labour laws, accident, workmen compensation act, Workmen Insurance, ESI, PF, fire safety etc. This will be the sole responsibility of the Bidder/ Agency. The authority will not be a party at any stage to any kind of dispute arises relating to the above.
9. The selected Agency/Organization should depute qualified and dedicated staff (trained in the field of Bio Medical Waste Management or having experience in handling the biomedical wastes) to manage the Bio-Medical Waste Management activity such as collection, transportation, storage, treatment & disposal in the Hospital premises (offsite/onsite). It will also coordinate with the Bio-Medical Waste Management Committee of the Hospital and be responsible for supervision of the said work. The work men should be provided with mobile number (24 X7 functional) for emergency need at any time by the Agency.
10. All the workmen engaged by the Agency/Organization will have to be covered under insurance against any personal accidents/health hazards and the Hospital authority will not be liable for payment of any compensation on that account.
11. During execution of work, the Agency/Organization should follow all standard norms of safety measures/precautions to avoid accidents/damages to men, machine and infrastructure etc. On non adherence to this clause, suitable fine/penalty as decided by the Authority will be imposed.
12. All the generation points of BMW at Health care Units (DHH/SDH/CHC) must have colour coded container/bins with cover. The designated bio-degradable colour coded poly bags with bio hazard symbol and bar code will be put in respective coloured coded containers/ bins and lifted by the OS Agency/Organization when they become two third full. Bags are to be closed by tying a string, weighed and recorded and then transported to the temporary storage Area (onsite/offsite) for treatment and disposal utilizing the BMW equipment (Onsite/offsite). Each bag shall be labelled as per BMW Rules. The colour coded bags or containers/ bins shall be strong enough to withstand any possible damage that may occur during loading, transportation or unloading of such bags/containers. These containers shall also be labelled as per BMW rules. Segregated sharps shall be collected from all generation points of the Health care Units. Mutilated infected plastics must be collected and properly disinfected/autoclaved by the OA agency. The person identified for collection of Bio- Medical Waste must carry a register with him to maintain the record such as name of the generation point, type and quantity of waste received, signature of the responsible person (Pharmacist /L.T/C sister of the ward), date and time of collection etc. A similar register is to be maintained by Matron/Superintendent CHC & SDH for MWM.

MAA DIRAJA TENDERS

N. Rajan Madan

13. Agency has to give attention that no Untreated Biomedical Waste should be kept in the hospital premises beyond 48 hours. In case it is beyond 48 hrs. it must obtain the permission of OSPCB for the purpose.
14. The collection and transportation of Bio-Medical Waste shall be carried out in a manner so as to avoid any possible hazard to human health and environment. The timing of collection of the waste will be preferably before 8.00 AM daily

a. The Bio Medical Waste collected in biodegradable Poly bags (having bar code)/ containers shall be collected from generation points of HCEs (QHH/SDH/CHC/PHC) transported to the nearest BMW Management unit located at DHH/SDH or offsite BMW treatment plant in a fully covered vehicle. Four nos. of Wheel barrow trolley at DHH and one each at each CHC & SDH to be supplied and must be labeled with bio hazard Symbol and dedicated for transportation of Bio Medical Waste only and to be provided by the Agency/ Organization.

b. The Agency/ Organization must collect the Bio-Medical Waste from the DHH/SDH/CHC/PHC in a specified container. For this purpose the respective Agency need to sign a MOU with the concern Superintendent CHC/SDH & DMO, MS, DHH regarding the Approved fee as finalized in the above tender process (For the transportation charges per KM and service charges per bed per day)

c. The requisite out sourcing charges as per finalization of rate contract will be paid by the concerned DMO cum MS, DHH, Superintendent SDH & CHC as per district BMW Committee decision.

d. For collection of Bio- Medical Wastes from DHH/SDH/CHC/PHC, it should be kept in mind to minimize the k.m. i.e. the route map should be justified in such a way that it covers maximum to maximum health institutions in one route during travel of the collecting vehicle of Bio-Medical Waste

e. Penalty may be imposed for my deviation found and as decided by the BMW committee.

f. Agency will provide all protective equipments to the manpower employed for regular use.

15. Agent will be responsible for collection, transportation, temporary storage, treatment and disposal of general waste by coordination with Municipality/NAC/local authorities of the district.

16. As per the provision of Biomedical Waste Management & Handling Rule-2016 It is mandatory to segregate, collect, transport, store, treat & dispose BMWs. generated from the HCEs.

17. It is the responsibility of agency to provide the bio degradable poly bags & other consumables. However the Health Institutions has to ensure placing of colored coded container/bins with bio hazard symbol at the generation points in the hospitals.

18. Agency/Organisation will have to provide all personnel protective gears & immunize its workman for handling of BMW such as -Apron, Gum Boot, Mask, Cap, goggles, Rubber Utility Gloves and Hepatitis B, TT Injection as per requirement.

19. The BMW equipment such as Autoclave & Shredder located at DHH/SDHs will be utilised by the OS agency. Minor repairs & regular maintenance will be made in consultation with the supply firm *while the electric charges will be borne by the agency.* A separate register for registering the complaints regarding the BMW Equipment will be maintained by the OS agency.

20. The Outsourcing Agency/ Organization shall maintain all the records related to Bio-Medical Waste Management of all the units. Daily records shall be maintained- for the waste accepted and treated waste removed from the site. This record shall include the (following minimum details).

a. Waste accepted:- waste collection date, name of the notation point, waste category as per the rules, quantity of the waste, vehicle number and receiving date (at site).

b. Treated waste removed: - Date, treated waste type, quantity, vehicle number and location of disposal.

c. Log Book: A log book shall be maintained for each BMW equipment

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MAA BIRAJA TRADERS
Sudhakar Sankar Swain

Niranjan Mishra
CHC/PHC

- i. The weight of each batch of waste treated.
 - ii. The categories of waste as per the rules.
 - iii. The time, date and duration of each treatment cycle and total hours of operation
 - iv. The complete details of all operational parameters during cycle.
 - v. Accident reporting Register is to be developed and maintained.
- d. Site Records: Site records shall include the following:
- i. Details of construction or engineering works of the pits.
 - ii. Maintenance schedule, breakdowns/trouble shootings and remedial
 - iii. Emergencies.
 - iv. Incidents of unacceptable waste received and the action taken thereof.
 - v. Details of site inspections by the officials of the regulatory agency and necessary action on the observations.
 - vi. Daily, monthly and annual summary records of all the above shall be maintained and made available at the site for inspection whenever required.

21. The Manpower of the outsourcing agency should not consume alcohol, betel smoking during the duty hour nor be involved in any type of criminal activities.

21. The office of the concerned Health Institution (DHH/SDH/CHC) will maintain attendance register to shape muster roll of the staff engaged by the Agency/Or a Section: The agency will have to prepare duty list & submit to the office as mentioned above by date 25th for the next calendar month. Absence from duty is not allowed at any cost. However under unavoidable circumstances, the agency should have to make alternative arrangements with us approval by the concerned Authority.

22. After the allotment of the work, the said Agency/ Organization shall have to sign a MOU with the concerned authorities of the institutions (DHH/ SDH/ CHC) Regarding the details scope of services to be executed.

23. The said contract will work initially for a period of One year from the date of Agreement that will be renewal/extended on yearly basis up to maximum three Years, if found satisfactory by the Competent Authority and Bio Medical Waste Management Committee, Dhenkanal. During this period if at any stage of time, the hospital Authority found non compliance of the assigned work the said agency/Organization for BMWM will be served with a notice for a period of one month and if still non compliance is there, the said contract will be cancelled and new party will be assigned with title said service as decided by the Competent Authority and Bio Medical Waste Management Committee, Dhenkanal.

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PENALTY:
Non collection of BMW :-

Type of health facility/Beds	Penalty per deviation (In Rs.)
District Head Quarter Hospital (DHH) up to 300 beds	5000
Sub Divisional Hospital (SDH) up to 100 beds	1000
Community Health Centre (CHC) up to 60 beds	1000

Note: Any other health facility shall be considered in the category of CHC/PHC

B. Not labeling/Bar coding of segregated BMW bags :-

For first 3 months no penalty shall be imposed, thereafter 5 percent (5%) penalty of total monthly billed amount shall be imposed for next six months and 10 percent of total monthly billed amount beyond this period.

32. In case of deficiencies in providing quality service, the authority i.e. CDM&PHO, Dhenkanal will have the right to impose penalty as per decision of the BMW Committee which shall be deducted from the monthly bill.

33. All the legal disputes are subject to the jurisdiction of the District Court, Dhenkanal

in witness whereof the parties hereto have set their hands on the _____ day off _____

MAA BIRAJA TRADERS

Sudhansu Sekhar Swain

Signature **MANAGING PARTNER**
Approved Service Provider

Narayan Mishra

Signature Of the CDM & PHO

Dhenkanal
CDM & PHO
Dhenkanal