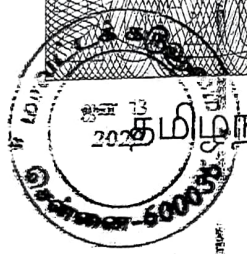


Three yr

Net RA

17.6.22

17.9.2021 to 17.9.2024.



தமிழ்நாடு தமில்நாடு TAMIL NADU

**KEN BIO LINKS PVT. LTD.** 11.4 MAR 2020  
 No.41, 7th Avenue, Ashok Nagar,  
 Chennai - 600 083,  
 Tel: 044 - 2371 1259 / 2371 1297  
 Fax: 044 - 2489 7752

73AB 598075  
*[Signature]*

**R. RAGUPATHI**  
 STAMP VENDOR, L/No. C31/4839/83  
 No. 37, VILLAGE ROAD, NOW KNOWN AS  
 No. 79/91, VALLUVARKOTTAM HIGH ROAD,  
 NUNGAMBAKKAM, CHENNAI-600 034  
 MOBILE : 9445114347

**AGREEMENT OF SERVICE**

This agreement is entered on the 7<sup>th</sup> day of September 2021 between A. **KEN BIO LINKS PRIVATE LIMITED** functioning at 1/150, SLRS Hospital Road, Kandipedu Village, Katpadi Taluk, Vellore - 632 106 and having its registered office at 41, Seventh Avenue, Ashok Nagar, Chennai - 600 083 (hereinafter called as "Party A") represented by its Director/Authorized Signatory **S. Pushparani**

And

The **Deputy Director of Health Services, Tirupathur Health Unit District (HUD)** (Hereinafter called as "Party B") for and on behalf of the **Primary Health Centre's (PHCs)** functioning in Tirupathur HUD enclosed in Annexure-1.

1. Whereas (Party A) has established a Common Treatment Facility in accordance with the Bio\_Medical Waste (Management and Handling) Rules, 2016, for Collection, Transportation, treatment and disposal of the Bio-medical wastes generated by Government "Health Care Establishments".

*[Signature]*  
**DEPUTY DIRECTOR**  
 Health Services,  
 Tirupathur - 632 106.



2. Whereas Primary Health Centres in Tirupathur HUD, comes under The Deputy Director of Health Services, Tirupathur HUD. - (List of PHC's under the jurisdiction of Party B) are generating Bio Medical Waste which need to be managed in accordance with the Bio Medical Waste (Management and Handling) Rules, 2016 of Govt. of India.

**Terms and Conditions:**

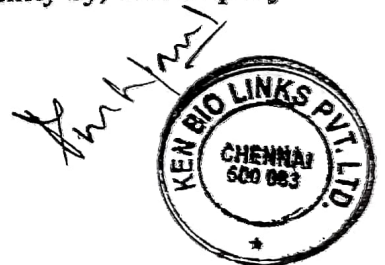
1. Whereas (Party A) offers to provide the services required for Collection, Transportation of all Biomedical Waste (**including empty plastic saline bottles, plastic bottles and plastic cans from the hospitals**) which are primarily collected from all the source points within the GH's and stored in a common storage room by the concerned hospital and its final disposal at the Common Bio-Medical Waste Treatment Facility as per Biomedical Waste (Handling and Management) Rules, 2016, to be complied by Party B with the above said rules on a "user - per - principle" at INR:66 / kg [ Rupees Sixty Six/ Kilogram Only] on a Daily Basis and INR:68 / kg [ Rupees Sixty Eight/ Kilogram Only] at Once in 48 Hour Basis. Payment shall be made monthly as per the TNMSC Ltd., Letter of Intent (LOI) dated 06.09.2021. (Copy Attached).

2. The above rate is inclusive of all costs towards collection and transportation of biomedical waste from the PHC's and its proper end disposal as per the Bio Medical Wastes (Management and Handling) Rules, 2016 of Govt. of India, on Daily Basis Or Once in 48 Hour basis (as quoted by Party A and agreed by the authority for periodicity of collection) inclusive of all statutory taxes., [ Currently GST is not applicable]

3. The empty plastic saline bottles, plastic bottles and plastic cans collected along with the biomedical waste from the GH's should be weighed in kilograms in different type of categories and should be recorded in the register available in the GH and a receipt in triplicate on number of kilograms and category of empty plastic saline bottles, plastic bottles and plastic cans lifted on that particular day from that particular GH should be handed over by KENBIOLINKS PVT LTD (Party A) to the nodal person designated for Implementation of Infection control and Biomedical waste Management in GH's. However, for payment, the weight of empty plastic saline bottles, plastic bottles and plastic cans will be excluded. All other items irrespective of the color coding shall have to paid against the certified quantities of disposal.

4.If the collected bio medical waste including empty plastic saline bottles, plastic bottles and plastic cans from the PHC's are not lifted as mentioned above by KENBIOLINKS PVT LTD (Party A), then the payment to the service provider, the Common Bio-Medical Waste Treatment Facility by, The Deputy

  
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Health Services,  
Tirupattur - 635 001



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Director of Health Services, Tirupathur HUD ( under the jurisdiction of Party B ) will be paid at the rate of 1/nth of the total biomedical waste collected on that particular day of the visit of service provider, the Common Bio Medical Waste Treatment Facility, where "n" is the day of visit of the service provider.

5. Payment shall be made on monthly basis and if the payment against the submitted bills (which are submitted in full and complete shape) is delayed beyond 21 working days from the date of submission, an interest @ 6% may be paid to service provider, the Common Bio-Medical Waste Treatment Facility by **The Deputy Director of Health Services, Tirupathur HUD as per the TNMSC Ltd., Letter of Intent (LOI) dated 06.09.2021. (Copy Attached)**

6. Complaints (if any) shall be attended to in the shortest possible time, (48 hrs) by the service provider under the jurisdiction of **KENBIOLINKS PVT LTD (Party A)** and the client under the jurisdiction of **The Deputy Director of Health Services, Tirupathur HUD (Authorized signatory of the agreement)**.

7. The client under the jurisdiction of **The Deputy Director of Health Services, Tirupathur HUD (Party B)** has the right to enter the operational premises of service provider (**Party A**), at any time to ascertain the final disposal of biomedical waste collected from their PHC's.

8. Agreement can be terminated by giving **one month notice by both the parties, client (Party B) and service provider (Party A)**.


9. Any dispute, controversy, or claim arising out of or relating to this agreement shall be settled by arbitration be the Appellate authority, **The Deputy Director of Health Services, Tirupathur HUD**.

10. **KENBIOLINKS PVT LTD (Party A) and The Deputy Director of Health Services, Tirupathur HUD (Party B)** here by undertake to adhere to this "Agreement of Service" for a minimum period of **THREE YEARS (from the date of MoU signed with DMS Dated 07.09.2021)**.

11. The list of Government Primary Health Centre's in Tirupathur HUD and the periodicity of collection of biomedical waste from the hospitals in each district is given in **Annexure1**.

#### **BMW - CTF - Terms and Conditions:**

1. The price indicated is firm and includes all cost towards manpower, resource requirement like all equipments, consumable, management / monitoring services and resource requirement for administration etc., as per the terms and conditions of the bidding document and any other taxes and duties, royalties as applicable.


  
**DEPUTY DIRECTOR**  
**Health Services,**  
Tirupathur 620 001

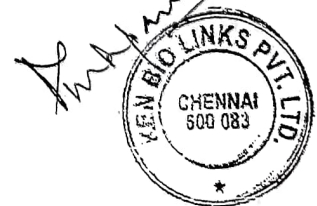


2. The GST is Nil for this service as indicated in the TNMSC bidding documents and it will be subject to change as per government notifications from time to time.
3. Number of PHC's shall vary from time to time. But the rate shall not exceed the above rate till the contract period.
4. **PERIOD OF CONTRACT:** The contract period will be for **THREE YEARS (from the date of MoU signed with DMS Dated 07.09.2021).**

### **Role and Responsibilities of KENBIOLINKS PVT LTD (Party A)**

1. Prior planning of the coverage area and its operation with proper time schedule should be informed to the Block Medical Officer (BMO)/Medical Officer (MO), Primary Health Centre's listed in Annexure 1 of this agreement.
2. Any change in the plan should be intimated well in advance to the concerned Block Medical Officer (BMO)/Medical Officer (MO), Primary Health Centre's.
3. **KENBIOLINKS PVT LTD (Party A)** is responsible for the safe transportation of the Bio Medical Waste from the hospital premises to the Common Treatment Facility as per the norms prescribed by TNPCB. **KENBIOLINKS PVT LTD (Party A)** will arrange alternate vehicle during the period of vehicle breakdown for the transportation.
4. **KENBIOLINKS PVT LTD (Party A)** should keep proper records for the quantity of Bio Medical Waste lifted under different categories from PHC's on **48 HOURS** basis in **Tirupathur** Health Unit District.
5. The quantity (weight) of Bio Medical Waste lifted from each PHC should be entered in a register maintained in that particular PHC and should be endorsed by the concerned PHC authority (i.e) Block Medical Officer/Medical Officer who has been designated for this work.
6. **KENBIOLINKS PVT LTD (Party A)** is responsible for following all statutory rules and regulations prescribed by Tamil Nadu Pollution Control Board prevailing on the day for the service and for keeping and producing all the records required in this regard by the authorities.
7. **KENBIOLINKS PVT LTD (Party A)** will make periodic inspections of the Primary Health Centre's in **Tirupathur** Health Unit District (List of PHCs under the jurisdiction of Party B) regarding collection and segregation of Bio - Medical Waste (Management and Handling) Rules 2016 of Govt. of India.
8. **KENBIOLINKS PVT LTD (Party A)** shall provide the training once in three months free of cost to the PHC staff about segregation of Bio Medical Waste as per color coding of the BMW (M) rules 2016, collection of waste in colour coded bags as well as occupational safety in management and Handling of Bio Medical Wastes.


  
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Health Service:  
Tirupattur - 625 604

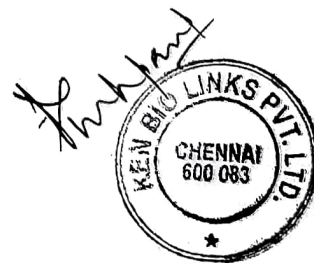


9. KENBIOLINKS PVT LTD (Party A) shall send the bill in full and complete shape for the preceding month, by the 5<sup>th</sup> of the next month and the same shall be paid by **The Deputy Director of Health Services, Tirupathur Health Unit District (under the jurisdiction of Party B)** through DD or Cheque drawn in favour of **KENBIOLINKS PVT LTD (Party A)** payable at Vellore within **21 working days** from the date of submission.

**Role and Responsibilities of The Deputy Director of Health Services, Tirupathur HUD (Under the jurisdiction of Party B)-**

1. The Deputy Director of Health Services should assign the Block Medical Officer (BMO) / Medical Officer (MO) of the concerned PHC as the nodal officer in the Primary Health Centre (PHC), for handing over the collected biomedical waste from the PHC to **KEN BIOLINKS PVT LTD (Party A)** and the same should be communicated to **KEN BIOLINKS PVT LTD (Party A)** with their local contact number, with a copy marked to their respective Directorates.
2. The payment against the submitted bills (which are submitted in full and complete shape) will be processed and paid through DD or Cheque in favour of **KEN BIOLINKS PVT LTD (Party A)** payable at **Vellore** within **21 working days** from the date of submission.
3. Abide as per the Terms of Reference (ToR) of TNMSC Letter of Intent (LOI) dated 06.09.2021 and subsequent amendments / addendum thereof.
4. Printed color-coded bio medical waste collection bags shall have to be procured only from the service provider (Party A) at the below mentioned rates:

  
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Tirupattur - 635 60.



### BMW Bag Rate details

- ◆ The rates for Color coded plastic bags are fixed at the following rates.

(As per Letter of Intent (LOI) from TNMSC Ltd Dated 06-09-2021)

Sl. No	Description	Rate per bag (Red, Yellow & Blue) excl. GST @ 18% Rs.
		<b>BMW Bag Rate details</b>
1	18" X 24"	10.00
2	26" X 30"	16.00
3	30" X 36"	24.00

### Sharp Containers Rate details

Sl. No	Description	Rate per Container (excl. GST @ 18% Rs.
		<b>BMW Bag Rate details</b>
1	1.4 Litres	85.00
2	3 Litres	145.00
3	5 Litres	200.00

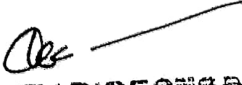
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 Health Services  
 Tirupattur - 835 601



## ANNEXURE-1

## LIST OF PRIMARY HEALTH CENTRE'S IN TIRUPATTUR HUD:

S No	BLOCK ALANGAYAM	Period of Waste Collection
1	CHC ALANGAYAM	ONCE IN 48 HRS
2	PHC KAVALURCHATRAM	ONCE IN 48 HRS
3	PHC NIMMIYAMPATTU	ONCE IN 48 HRS
4	PHC VALLIPATTU	ONCE IN 48 HRS
5	PHC UDIYENDIRAM	ONCE IN 48 HRS
S No	BLOCK JOLARPETTAI	Period of Waste Collection
6	PHC ATHANAVOOR	ONCE IN 48 HRS
7	PHC JOLARPETTAI	ONCE IN 48 HRS
8	CHC PUDUPETTAI	ONCE IN 48 HRS
9	PHC VELAKALNATHAM	ONCE IN 48 HRS
10	PHC THAMULERIMUTHUR	ONCE IN 48 HRS
11	PHC CHINNA MOTTUR	ONCE IN 48 HRS
S No	BLOCK KANDILI	Period of Waste Collection
12	PHC GAJALNAICKENPATTI	ONCE IN 48 HRS
13	CHC KUNICHI	ONCE IN 48 HRS
14	PHC PERAMPATTU	ONCE IN 48 HRS
15	PHC KORATTI	ONCE IN 48 HRS
16	PHC KAKKANGARAI	ONCE IN 48 HRS
S No	BLOCK MADANUR	Period of Waste Collection
17	CHC MADANUR	ONCE IN 48 HRS
18	CHC NARIYAMPATTU	ONCE IN 48 HRS
19	PHC MINNUR	ONCE IN 48 HRS
20	PHC ARANGALDHURUGAM	ONCE IN 48 HRS
21	PHC MELSANANGKUPPAM	ONCE IN 48 HRS
22	PHC VENKATASAMUTHIRAM	ONCE IN 48 HRS
S No	BLOCK NATRAMPALLI	Period of Waste Collection
23	CHC PATCHUR	ONCE IN 48 HRS
24	PHC RAMANAICKENPETTAI	ONCE IN 48 HRS
25	PHC ATHURKUPPAM	ONCE IN 48 HRS

  
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