



தமிழ்நாடு தமிழ்நாடு TAMILNADU 18/09/2021



CG 359184
 P. சாப்புதில்
 மருத்துவக் கழக கட்டுமானம்
 மருத்துவ அலுவலகம்
 + கல்வாயில் + தஞ்சாவூர்

AGREEMENT OF SERVICE

This agreement is entered on the 18th day of September 2021 between A. Medicare Enviro Systems functioning at No.208 & 209, Ayyothipatti road, Sengipatti Village, Thanjavur District and having its office at MIG 270 New housing unit, Pudukottai Road, Serfoji college post, Thanjavur-613005 (hereinafter called as Part A) represented by its Managing Partner/Authorized Signatory Mr. R. Shantharam.

And

The Director, Directorate of Medical and Rural Health Service, No.258, DMS Complex, 3rd Floor, Annasalai, Teynampet, Chennai-600006. (Hereinafter called as "Party B")

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

PARTY A
 For Medicare Enviro Systems,
R. Shantharam
 Authorised Signatory.

PARTY B
[Signature]
 DIRECTOR OF MEDICAL
 AND RURAL HEALTH SERVICES
 CHENNAI-06

- 2 Whereas Government Hospital comes under **The Director, directorate of Medical and Rural Health Service Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur Districts.** (List of Hospitals 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, Treatment, and End Disposal of all Biomedical Waste **(including empty plastic saline bottles, pouches and plastic cans from the hospitals)** which are primarily collected from all the source points within the hospitals 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" as **per Annexure -I**
2. The above rate **(Annexure -I)** is inclusive of all costs towards collection, transportation, treatment and end disposal of biomedical waste from the Government hospitals 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, pouches and plastic cans collected along with the biomedical waste from the hospitals should be weighed in kilograms in different type of categories as mentioned in the bidding document and should be recorded in the register available in the hospital and a receipt in triplicate on number of kilograms and category of empty plastic saline bottles, pouches and plastic cans lifted on that particular day from that particular hospital should be handed over to **MEDICARE ENVIRO SYSTEMS (Party A)** by the nodal person designated for Implementation of Infection control and Biomedical waste Management. However for payment purpose, the weight of empty saline bottles, plastic pouches and cans will be excluded from the monthly billing and other **RED category wastes said to be infectious waste, weighed in kilograms, based on the receipts issued by CTF shall be included in the monthly payment for collection, transportation, treatment and final disposal of Bio Medical Waste by the CTF every month.**
- 4 If the collected bio medical waste including empty plastic saline bottles, pouches and plastic cans from the hospitals are not lifted as mentioned above by **MEDICARE ENVIRO SYSTEMS (Party A)**, then the payment to the service provider,

PARTY -A

For Medicare Enviro Systems,

R. Sathyanarayanan

Authorised Signatory.

PARTY -B

[Signature]

DIRECTOR OF MEDICAL
AND RURAL HEALTH SERVICES
CHENNAI-06

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the Common Bio-Medical Waste Treatment Facility by, Whereas Government Hospital comes under **The Director, directorate of Medical and Rural Health Service Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur Districts** (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. 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 Director, directorate of Medical and Rural Health Service Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur Districts** (under the jurisdiction of Party B).

6. Complaints (if any) shall be attended to in the shortest possible time, (48hrs) by the service provider under the jurisdiction of **MEDICARE ENVIRO SYSTEMS (Party A)** and the client under the jurisdiction of **State Nodal Officer, Directorate of Medical and Rural Health Service, Teynampet, Chennai-600006. (Party B)** (Authorized signatory of the agreement).

7. The client under the jurisdiction of **The Director, Directorate of Medical and Rural Health Service, Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur district** under the jurisdiction of **(Party B)** has the right to enter the operational premises of service provider, under the jurisdiction of **The Director, Directorate of Medical and Rural Health Service Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur districts** at any time to ascertain the final disposal of biomedical waste collected from their hospital.

8. Agreement can be terminated by giving one month notice by both the parties, client and service provider.

9. Any dispute, controversy, or claim arising out of or relating to this agreement shall be settled by arbitration by the Appellate authority, **The Director, Directorate of Medical and Rural Health Service, Teynampet, Chennai-600006.**

10. **MEDICARE ENVIRO SYSTEMS (Party A)** and **The Director, Directorate of Medical and Rural Health Service, No.258, DMS Complex, 3rd Floor, Annasalai, Teynampet, Chennai-600006.**(Party B) here by undertake to adhere to this "Agreement of Service" for a minimum period of **THREE YEARS.**

PARTY A

For Medicare Enviro Systems,

R. Shantharam
Authorized Signatory.

PARTY B

[Signature]
DIRECTOR OF MEDICAL
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CHENNAI-06

11. The list of Government hospitals and the periodicity of collection of biomedical waste from the hospitals in each district is given in **Annexure III**.

BMW – CTF – Terms and Conditions:

1. The price indicated is firm and includes all cost towards manpower, resource requirement like all equipment's, 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.
2. The **GST is Nil** for this service as indicated in your bidding document, and it will be subject to change as per government notifications from time to time.
3. (a) The cost offered by the CTF for collection of only empty plastic saline bottles, pouches and cans will be cleared by CTF **at free of cost and shall be excluded from the monthly billing.**

(b) Other **RED category wastes said to be infectious waste, weighed in kilograms, based on the receipts issued by CTF shall be included in the monthly payment for collection, Transportation and final disposal of Bio Medical Waste by the CTF every month.**
4. Number of hospitals shall vary from time to time. But the rate shall not exceed the above rate till the contract period.
5. **PERIOD OF CONTRACT:** The contract period will be for **THREE YEARS** from the date of letter of intent received.

Role and Responsibilities of MEDICARE ENVIRO SYSTEMS (Party A)

1. Prior planning of the coverage area and its operation with neat timings should be informed to the head of the Government Hospitals listed in **Annexure III** of this agreement.
(Dean / Medical Superintendent, Hospital superintendent / Chief Medical Officer / In-Charge Medical Officer / Regional Administrative Medical Officers, whoever the case may be).
2. Any change in the plan should be intimated well in advance to the head of the Government Hospital (Dean / Medical Superintendent, Hospital superintendent / Chief Medical Officer / In-Charge Medical Officer / Regional Administrative Medical Officers, whoever the case may be).

PARTY A

For Medicare Enviro Systems,

R. Sathyanarayanan
Authorised Signatory

PARTY B

[Signature]
DIRECTOR OF MEDICAL
AND RURAL HEALTH SERVICES
CHENNAI-06

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3. **MEDICARE ENVIRO SYSTEMS** (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. **MEDICARE ENVIRO SYSTEMS** (Party A) will arrange alternate vehicle during the period of vehicle breakdown for the transportation.

4. **MEDICARE ENVIRO SYSTEMS** (Party A) should keep proper records for the quantity of Bio Medical Waste lifted under different categories from hospital on **48 HOURS** basis in Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur districts.

5. The quantity (weight) of Bio medical Waste lifted from each hospital should be entered in a register maintained in that particular hospital and should be endorsed by the concerned hospital authority who has been designated for this work.

6. **MEDICARE ENVIRO SYSTEMS** (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 on this regard by the authorities.

7. **MEDICARE ENVIRO SYSTEMS** (Party A) will make periodic inspections of the **Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur district** Government Hospitals(List of hospital under the jurisdiction of Party B) regarding collection and segregation of Bio - Medical Waste (Management and Handling) Rules 2016 of Govt. of India.

8. **MEDICARE ENVIRO SYSTEMS** (Party A) shall provide the training once in three months free of cost about segregation of bio medical waste as per color coding of the present BMW (M) rules 2016, collection of waste in colour coded bags as well as occupational safety in management and Handling of Bio Medical Wastes.

MEDICARE ENVIRO SYSTEMS (Party A) shall send the bill in full and complete shape for the preceding month, by the 5th of the next month and the same shall be paid by **The Joint Director of Medical and Rural Health Service Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukottai, Sivagangai & Ariyalur districts** (under the Jurisdiction of Party B) through DD or Cheque drawn in favor of **MEDICARE ENVIRO SYSTEMS** (Party A) payable at **THANJAVUR** within **21 working days** from the date of submission.

PARTY A

For Medicare Enviro Systems,

R. Shantharam
Authorised Signatory.

PARTY B

[Signature]
DIRECTOR OF MEDICAL
AND RURAL HEALTH SERVICES
CHENNAI-02

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**Rules and Responsibilities of The Joint Director of Medical and Rural Health Service
Thanjavur, Trichy, Tiruvarur, Nagapattinam, Mayiladuthurai, Pudukotta, Sivagangai
& Arhyalur districts (Under the jurisdiction of Party B)-**


1. The Dean / Medical Superintendent, Hospital superintendent / Chief Medical Officer / In-Charge Medical Officer / Regional Administrative Medical Officers, whoever the case may be, should identify a responsible / nodal staff in their hospitals, for handling over the collected biomedical waste from the hospital to **MEDICARE ENVIRO SYSTEMS (Party A)** and the same should be communicated to **MEDICARE ENVIRO SYSTEMS (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 favor of **MEDICARE ENVIRO SYSTEMS (Party A)** payable at **THANJAVUR** within **21 working days** from the date of submission.
3. Printed color **BAR** coded bio medical waste collection bags shall have to be procured only from the facilitator (Medicare Enviro Systems, Thanjavur) at the mentioned rates in **Annexure - II**

PARTY A

For Medicare Enviro Systems,

R. Shantharam
Authorized Signatory.

PARTY B


DIRECTOR OF MEDICAL
AND RURAL HEALTH SERVICES
CHENNAI-06

WITNESS:

1. *R. Siva Kumar* R. SIVAKUMAR s/o N.B. Ramaraj
NDS, MUTHU NAGAR, THANJAVUR.
- 2.

Annexure - I

S.No	Districts	Daily Basis	Once in 48 Hours
		Rs.	Rs.
1	THANJAVUR	66.00	68.00
2	TRICHY	66.00	68.00
3	THIRUVARUR	66.00	68.00
4	NAGAPATTINAM	67.00	69.00
5	PUDUKOTTAI	66.00	68.00
6	SIVAGANGAI	67.00	69.00
7	MAYILADUTHURAI	67.00	69.00
8	ARIYALUR	66.00	68.00

PARTY A

For Medicare Enviro Systems.

R. Shantharam
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PARTY B

[Signature]
 DIRECTOR OF MEDICAL
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 CHENNAI-06

Annexure - II

BMW BAG RATE DETAILS

* The rates for colour coded plastic bags are fixed at the following rates.

S.No	Description	Rate per bag(red,yellow & Blue) excl. GST @ 18% - Rs. BMW Bag Rate Details
1	"18 X 24"	10.00
2	"26 X 30"	16.00
3	"30 X 36"	24.00

Sharp Containers:-

S.No	Description	Rate per container excl. GST
1	1.4 litres	85.00
2	3 litres	145.00
3	5 litres	200.00

PARTY A

For Medicare Envisio Systems
R. Shattharan
Authorized Signatory.

PARTY B

[Signature]
DIRECTOR OF MEDICAL
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LIST OF HOSPITALS - TRICHY DISTRICTS

1	Govt. Hospital Mariapalayam	Daily Basis
2	Govt. Hospital Laigudi	Daily Basis
3	Govt. Hospital Sri Rangam	Daily Basis
4	Govt. Hospital Musiri	Daily Basis
5	Govt. Hospital Thuraiyur	Daily Basis
6	Govt. Hospital Manachanallur	Daily Basis
7	Govt. Hospital Thotiyam	Daily Basis
8	Govt. Hospital Omandur	Daily Basis
9	Govt. Hospital Thuvankurichi	Daily Basis
10	Govt. Hospital Thiruverambur @Thuvakudi	Daily Basis
11	PHC Kulumani	Once in 48 Hours
12	PHC Puduruthamanur	Once in 48 Hours
13	PHC Sirukambur	Once in 48 Hours
14	PHC Thathiangarpattal	Once in 48 Hours
15	PHC Uppilapuram	Once in 48 Hours
16	PHC Valampatti	Once in 48 Hours
17	PHC Puthanatham	Once in 48 Hours
18	PHC T.Puthur	Once in 48 Hours
19	PHC Navalpattu	Once in 48 Hours
20	PHC Pullambadi	Once in 48 Hours
21	PHC Kattuputhur	Once in 48 Hours
22	PHC Enamkulathur	Once in 48 Hours
23	Sembulichampatti	Once in 48 Hours


PARTY A

For Medicare Envisio Systems,

R. Shantharam

Authorised Signatory.

PARTY B


 DIRECTOR OF MEDICAL
 AND RURAL HEALTH SERVICES
 CHENNAI-06