

**TENDER PAPER**  
**(BIO-MEDICAL WASTE MANAGEMENT OF PURI DISTRICT)**  
**NOTICE INVITING PROPOSAL:**

The “**Request for Proposal**” is invited by Puri District from eligible Bidders. Interested Service Providers are advised to submit two separate sealed envelopes super scribing Technical Bid and financial bid for **Outsourcing of “Bio-Medical Waste Management Service”**. Institutions to be covered are **DHH, IDH, UPHCs (KDMM Home, Chandanhajuri Paediatric Hospital, Swargadwar, and Dolabedikona) and CHCS (CHC Gop, CHC Bangurigaon, CHC Kanas, CHC Chilika Nuapada, CHC Panidola, CHC Chandanpur, CHC Sakhigopal, CHC Nimapara, CHC Krushnaprasad, CHC Pipili, CHC Rebananugaon, CHC Astarnga, CHC Charicchak, CHC Algam, CHC Delang, CHC Managalpur and concerned PHCs”**.

<b>Sl. No</b>	<b>Information with Documents for eligibility in participating in the tender</b>	<b>Particulars</b>
1	The tender document should be accompanied with Bank Draft of Rs.2100/- (Cost of tender document + VAT charges) from any Nationalized Bank in favor of <b>Bio- Medical Waste Management, DHH, Puri.</b>	To be given with technical bid
2	Valid labour license issued by concerned Labour Officers	Copy to be enclosed
3	Valid Registration number with date for the organization.	-do-
4	Valid State Pollution control board license / approval with date	-do-
5	Valid EPF registration number & date (ECR copy of last 3 months) July to September 2021.	-do-
6	Valid ESI Registration number & date (ESI Copy of last 3 months) July to September 2021.	-do-
7	PAN of the organization	-do-
8	Proof regarding their financial stability (Audited financial statement of last 3 Financial Year) 2018-19, 2019-20 & 2020-21	-do-
9	Experience certificate on providing service in Bio-Medical Waste Management for last three Financial Years out of which one year must be in Govt. health institution.	Copies of experience certificate from concerned authority
10	EMD (refundable) Rs. 1,00,000/- (Rupees One Lakh) only shall be enclosed with the tender paper in shape of Demand Draft in favor of <b>Bio- Medical Waste Management, DHH, Puri.</b>	To be given with technical bid.
11	GSTIN registration certificate & proof of last return filed in last quarter ending September-21.	Copy to be enclosed.
12	Self-attested copy of IT return for last 3 Financial Years (2017-18, 2018-19 and 2019-20).	-do-
13	Experience certificate in favour of implementation of bar coding system of Bio-Medical waste management in Govt. Sector only.	-do-
14	Average Annual turnover must not be less than 2 crore in the last three financial years (2018-19, 2019-20 & 2020-21 audited P/L and Balance Sheet only)	-do-

**TERMS AND CONDITION OF OUTSOURCING OF BMW MANAGEMENT IN PURI DISTRICT**

1. All the workers & supervisor engaged by the outsourcing agency shall have uniform and photo identity cards during the period of work, which shall be duly signed by the In-Charge of the Hospital and representative of the Organization,
2. The outsourcing agency shall furnish the list of workers & supervisor (above 18 years of age only) with Proof of Identity and address to the in-Charge of Medicals after finalization of the outsourcing services.
3. All the personnel to be engaged by the Organization /Agency should be covered under the statutory Govt. regulations framed from time to time.
4. The concerned authority of the Hospital may request the Agency to withdraw any of their workers from the Hospital without assigning any reasons, with 24 hours prior intimation.
5. The Agency will abide by all the rules and regulation relating to labour laws, accident, workmen compensation act, Workmen Insurance, ESI, and EPF etc. This will be the sole responsibility of the Agency. The authority will not be a part at any stage if any kind of dispute arises relating to the above.
6. Any damage/pilferage to the Hospital property due to mishandling, carelessness of the contractor/agency by his workmen will be recoverable form the Agency's bill and all materials issued to Contractor shall be his sole responsibility during the entire period of the contract.
7. The service provider should depute qualified and dedicated staff (trained in the field of Bio-Medical Waste Management) to manage the Bio-Medical Waste Management activity in the Hospital, and will coordinate in executing the same with the Bio-Medical Waste Management committee of the Hospital and be responsible for supervision of the work.
8. All the employees 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.
9. During execution of work, the contractor should follow all standard norms of safety measures/precautions to avoid accidents/damages to workers, machine and building etc. On nonperformance to this clause suitable fine/penalty as decided by the Authority will be imposed.
10. Generator of the Bio-Medical Waste is responsible for providing segregated waste to the Contractor/Agency. Any of the staff (Doctors, Nursing Officers, Attendants, Pharmacists, LT, Cleaning staffs and other staffs) at designated places will be directly held responsible for segregation of Bio-Medical waste. The wastes shall be segregated as per the provisions of the BMW Rule 2016 & amendment thereof. The Contractor/Agency shall report about the non-segregated waste to the prescribed authority. The points of segregation will be handled by the agency. The designated colour bags will be put in

respective colour coded bins and lifted from time to time after they become two third full. Polybags are to be closed by tying a string and taken to the plant site for disposal. Each polybag shall be labeled as per the Schedule III and IV of the BMW Rules 2016. The colour coded containers shall be strong enough to withstand any possible damage that may occur during loading, transportation or unloading of such containers. These containers shall also be labeled as per the Schedule - III of the rules. Sharps shall be collected from all points in the hospital. The person responsible for collection of Bio-Medical Waste shall also carry a register with him to maintain the record such as name of generation point, type and quantity of waste received, signature of the authorized person (I/C Nursing Officer of the ward), day and time of collection, etc.

11. The agency is also responsible for liquid waste management as per the Bio-Medical Waste Management Rules, 2016.
12. 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 time of collection of the waste will be preferably within 6AM- 8 AM and 3 PM-4 PM daily.
  - The Bio-Medical Waste collected in Polybags shall be transported to the Bio-Medical Waste Treatment Facility (BWTF) in a fully covered vehicle. Such vehicle shall be dedicated for transportation of Bio-Medical Waste only to be provided by the Agency. The color coded polybags of appropriate size and colors with bio-hazards markings will be provided by the agency.
13. The Contractor/Outsourcing Agency shall maintain all the records related Bio-Medical Waste Management of all the units. Daily records shall be maintained for the 'waste accepted and treated waste removed from the site. The record shall include the following minimum details.
  - Waste Accepted: waste collection date, name of the health care unit, waste category as per the rules, quantity of the waste, vehicle number and receiving date (at site).
  - Treated Waste disposal: Date, treated Waste type, quantity, vehicle number and location of disposal.
  - Log Book : A log book shall be maintained for each treatment equipment installed at the site and shall include the following:
    - The weight of each batch.
    - The categories Waste as per the rules.
    - The time, date and duration of each treatment cycle and total hours of operation.
    - The complete details of all operational parameters during each cycle.
  - Site Records: Site records shall include the following:
    - Details of construction or engineering works.
    - Maintenance schedule, breakdowns/trouble shootings and remedial action, Emergencies
    - Incidents of unacceptable waste received and the action taken thereof.

- Details of site inspections by the officials of the regulatory agency and necessary action on the observations,
  - Daily, monthly and annual summery records of all the above shall be maintained and made available at the site for inspection whenever required by an authorized officer of regulatory agency.
14. After the allotment of the work, the said contractor shall have it sign an MOU with the concerned authority regarding the detail scope of services to be executed. (Annexure-A)
  15. The said contractor will work for a period of one year from the, date of agreement which may, be extended for yearly basis up to maximum three years, subject to certification by the competent authority & BMW committee of the institution. During this period if at any stage of time, the Hospital Authority finds non-compliance of assigned work, the said contractor 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 the said service.
  16. After allotment of the order, the outsourcing agency shall execute the service within 15 days of the issue of letter.
  17. Besides, the Outsourcing agency has to submit Monthly Progress Report/Status report duly signed by the DMO cum Superintendent and I/C Medical Officer of the concerned institutions with remarks to the CDM&PHO, PURI as the case may be without fail. Three consecutive Adverse Remarks may be treated as automotive cancellation of the Contract, and the same work may be allotted to another agency.
  18. The outsourcing agency shall be under the Administrative Control of the I/C Medical Officers and the work will be supervised by the DPHO, DMO cum Superintendent, DPM, Project Officer (BMW), Hospital Manager/BPM/any authorized person.
  19. The number of workers to be engaged by the outsourcing agency will be specified institution wise. The number of worker is subjected to be modified with the revision/further increase with bed strength.
  20. The agency also deutes one HR (Attendant cum Sweeper) who is hired on daily wages as per Labour Law Act at each CHC for better facility management of bio-medical waste. They utilize the Bio-Medical Waste equipments, liquid waste management methods at CHCs for collection, transportation, disinfection, treatment and disposal of Bio-Medical Wastes. They also maintain the documents regarding Bio-Medical Wastes.
  21. The agency is also responsible for liquid waste management as per the Bio-Medical Waste Management Rules, 2016.
  22. The agency must be doing bar coding of bio medical waste in government health institution. Certificate from head of the concerned intuition to be annexed otherwise the agency will be ineligible for the bid.
  23. The agency shall also provide a closed vehicle for Bio-medical waste Collection from the health care facilities.
  24. Not fulfilling the eligibility criteria may lead to rejection of the bid.

**PENALTY**

25. In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

## **FINANCIAL**

26. The Technical Bid should be accompanied with an Earnest Money deposit (EMD), refundable without interest, of Rs. 1,00,000/- (Rupees One Lakh) only in the form of DD drawn in favor of Bio- Medical Waste Management, DHH, Puri failing which the tender shall be rejected out rightly.
27. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second Competitive Stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

N.B.: - All documents submitted shall be consecutively numbered having signature with official seal of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly authenticated by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the Power of Attorney/ Authorization may be enclosed along with the tender for consideration.

**Consumables to be supplied by the agency**

<b>SL NO.</b>	<b>CONSUMABLES FOR TREATMENT SITE</b>
1	Bleaching Powder
2	Lime
3	Salt
4	Polybags
5	Room freshener
6	Liquid Hand Wash
7	Phenyl
8	Utility Gloves
9	Mask
10	Apron
11	Gun Boot
12	Glass
13	Cap

# TECHNICAL PROPOSAL

## Check List (Technical Proposal)

Please check whether following have been enclosed in the respective cover, namely,  
Technical Proposal: *(please arrange the documents serially in the following order)*

- |  |        |       |
|--|--------|-------|
| 1. EMD (DD of Rs. 100000)  | Yes/No | _____ |
| 2. Tender cost (DD of Rs. 2100)  | Yes/No | _____ |
| 3. Form T1   | Yes/No | _____ |
| 4. Form T2   | Yes/No | _____ |
| 5. Copy of the company/Agency Registration certificate   | Yes/No | _____ |
| 6. Copy of the Service Tax, EPF,ESI registration certificate   | Yes/No | _____ |
| 7. Copy of PAN   | Yes/No | _____ |
| 8. Form T3   | Yes/No | _____ |
| 9. Photocopies of the audited P/L account of <b>each year</b><br><b>Highlighting the turnover</b> in support of that)                                      | Yes/No | _____ |
| 10. Copies of Work Order/Contract certificates from the clients in support of similar works<br>executed in support of the information provided in Form T4. | Yes/No | _____ |
| 11. Form T5  | Yes/No | _____ |
| 12. Form T6  | Yes/No | _____ |

**(Company Seal & Signature)**

**FORM - T1**  
***(To be furnished in the technical proposal)***  
**TECHNICAL TENDER SUBMISSION FORM**  
**(On the letterhead of the agency)**

To  
The Chief District Medical & Public Health Officer, Puri

\_\_\_\_\_  
*(Mention the District name)*

Re.: RFP Reference no. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

We, the undersigned, offer to provide the services for the work: Out Sourcing of Bio-Medical Waste Management at DHH & other periphery hospitals of Puri. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

We hereby declare that all the information and statements made in this Proposal are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period of 1 year from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

**I hereby declare that my company has not been debarred / black listed by any Government/ Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.**

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**Name of Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**(Company Seal & Signature)**

FORM - T2

*(To be furnished in the technical proposal)*

**PROFILE OF THE AGENCY**

1. Name of the Agency	
2. Address with Phone Number	
3. Financial position and Operational results for last 3 financial year (2018-19, 2019-20 & 2020-21)	Audited Statements of Accounts to be attached (Self attested photo copies)
4. Number of field level staff engaged at the client locations to render Bio-Medical Waste Management	<ul style="list-style-type: none"><li>• Supervisory staff(field)</li><li>• Service &amp; Support Staff</li></ul>
5. Year of Working experience in the related field along with the list of clients to whom similar service has been provided in last 3 yrs.  Separate list to be furnished for Govt. /Semi Govt. /Public Sector and Private Sector Clients.	<ul style="list-style-type: none"><li>• Name of client</li><li>• Date of Contract</li><li>• Duration of Engagement</li><li>• Contract Value</li><li>• Contact Status</li><li>• (Completed/Ongoing)</li></ul>
6. Registration/empanelment details with different authorities	<ul style="list-style-type: none"><li>• Authority(S)</li><li>• Date of Registration</li></ul>
7. Plan for execution	<ul style="list-style-type: none"><li>• Man Power Planning</li><li>• Monitoring</li><li>• Quality Assurance</li></ul>
8. Any other details the applicants would like to furnish (i.e. Awards and Accreditations)	

**Note**

- (i) Information to be furnished in separate sheet wherever necessary
- (ii) In case of documents they shall be self attested photocopies

**Authorized Signatory/Signature [In full and initials]:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**(Company Seal & Signature)**

**FORM T3**

***(To be furnished in the technical proposal)***

**ANNUAL AVERAGE TURN OVER STATEMENT**

***(To be furnished in the letter head of the Chartered Accountant)***

The Annual Turnover of M/s \_\_\_\_\_  
for the last 3 financial years are given below and certified that the statement is true  
and correct.

<b>Sl.</b>	<b>Financial Year</b>	<b>Turnover in Lakhs (Rs.)</b>
<b>1</b>	<b>2018-19</b>	
<b>2</b>	<b>2019-20</b>	
<b>3</b>	<b>2020-21</b>	
<b>Average Annual Turnover in Lakhs (Rs.)</b>		

Depending upon the audited statement only the committee will be decide the financial years  
for consideration of average turnover. Unaudited will not be considered.

**Signature of Chartered Accountant**

**Date:**

**Place:**

**(Name in Capital)**

**Seal**

**UDIN No.-**

**Note:**

- 1) To be issued in the letter head of the Chartered Accountant with membership No.**
- 2) Also attach photocopies of the audited P/L account of each year highlighting the turnover in support of that.**

**(Company Seal & Signature)**

**FORM T4**  
***(To be furnished in the technical proposal)***

**PAST EXPERIENCE IN OPERATING SIMILAR FIELD DURING THE LAST 3 YRS**

**(Attach separate sheets if the space provided is not sufficient)**

Name of Assignment *	Name/address of the Organization	Date of award Of Assignment	Date of completion of assignment	Value of the Assignment	Role of your Agency
Any institution					
Govt. Institution					

\* Note: Please furnish the **Work order /Contract copies** of the works executed in support of the information mentioned above.

**Authorized Signatory/Signature [In full and initials]:**\_\_\_\_\_

**Name and Title of Signatory:**\_\_\_\_\_

**(Company Seal & Signature)**

**FORM T5**

*(To be furnished in the technical proposal)*

**Format for Power of Attorney for Signing of Proposal**

*(On a Stamp Paper of relevant value)*

**Power of Attorney**

Know all persons by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr/Ms.....(name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Out Sourcing of Bio-Medical Waste Management at DHH & other periphery hospitals of Puri including signing and submission of all documents and providing information / responses to the District Authority, representing us in all matters before District authority and generally dealing with District authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**Dated this the \_\_\_\_ day of \_\_\_\_ 2021**

**For \_\_\_\_\_**

**(Name, Designation and Address)  
Accepted  
\_\_\_\_\_  
(Signature)  
(Name, Title and Address of the Attorney)  
Date: \_\_\_\_\_**

**Note:**

- i. To be executed by the Chief of the Agency.
- ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii. In case an authorized Director of the agency signs the proposal, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

**(Company Seal & Signature)**

**FORM T6**  
*(To be furnished in the technical proposal)*  
**Anti Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for Out-Sourcing Agency for Bio-Medical Waste Management at district health institutions, Puri under this RFP Reference No. \_\_\_\_\_, We have not acted in concert or in collusion with any other Bidder or Other person(s) and also not done any act, deed or thing, which is or could be regarded as anticompetitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

**Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_**

**Authorized Signatory/Signature [In full and initials]:\_\_\_\_\_**

**Name and Title of Signatory: \_\_\_\_\_**

**(Company Seal & Signature)**

# FINANCIAL PROPOSAL

## FORMAT FOR FINANCIAL BID FOR OUTSOURCING OF BIO-MEDICAL WASTE SERVICES

Name and address of the Organization / Agency:		
Sl no	Criteria	Particulars in Indian Rupees
1	Charges per bed per day including Poly bags with barcoding.	
2	Transportation Charges (Rupees/KM)	
	<b>Total</b>	

**(Taxes Applicable as per Govt. Norms)**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Authorized Signatory**

**(Company Seal & Signature)**

<b>Sl.No.</b>	<b>Name of the Health Institutions to be covered</b>	<b>Sanction Bed strength</b>
1	DHH,Puri	380
2	IDH , Puri	108
3	KDMM, Home UPHC	16
4	Chandanhajuri Hospital, UPHC	10
5	Dolabedikona UPHC	0
6	Swargadwar, UPHC	0
7	Area Hospital Sakhigopal	46
8	Govt. Hospital Pipili	30
9	CHC Nimapara	40
9	CHC Charichhak	30
10	Balanga Hospital	06
11	CHC Bangurigaon	06
12	CHC , Delang	16
13	Kakatpur Hospital	06
14	CHC , Gop	16
15	CHC, Kanas	16
16	CHC , ChilikaNuapada	06
17	CHC, Krushnaprasad	10
18	CHC Mangalpur	30
19	CHC Panidol	06
20	CHC Chandanpur	16
21	CHC Astarang	06
22	CHC Rebena Nuagaon	16

<b>Sl No.</b>	<b>Name of the Institute</b>	<b>Name of the PHCs</b>	<b>Sanctioned Bed strength</b>
<b>1</b>	<b>Algum</b>	<b>Gabakunda</b>	Nonbedded
		<b>Sukal</b>	Nonbedded
		<b>Panichhatra</b>	Nonbedded
<b>2</b>	<b>Astarang</b>	<b>Khandasahi</b>	Nonbedded
		<b>Ratanpur</b>	Nonbedded
<b>3</b>	<b>Bangurigaon</b>	<b>Kakatpur</b>	06
		<b>Fakirsahi</b>	Nonbedded
		<b>Balidokan</b>	Nonbedded
		<b>Patpur</b>	Nonbedded
<b>4</b>	<b>ChilikaNuapada</b>	<b>Titipo</b>	Nonbedded
		<b>Panaspada</b>	Nonbedded
		<b>Satapada</b>	Nonbedded
<b>5</b>	<b>Chandanpur</b>	<b>Dobandha</b>	Non bedded
		<b>Siruli</b>	Nonbedded
		<b>Chalisbatia</b>	Nonbedded
		<b>Baliput</b>	Non bedded
<b>6</b>	<b>Charichhak</b>	<b>Nuasanthha</b>	Nonbedded
		<b>Renchsasan</b>	Nonbedded
		<b>Badaninigaon</b>	Nonbedded
		<b>Balanga</b>	06
<b>7</b>	<b>Delang</b>	<b>Harirajpur</b>	Nonbedded
		<b>Kalyanpur</b>	Nonbedded
		<b>Gualipada</b>	Nonbedded
		<b>Ghoradia</b>	Nonbedded
		<b>Indipur</b>	Nonbedded

<b>8</b>	<b>Gop</b>	<b>Nayahat</b>	Nonbedded
		<b>Ambelihana</b>	Nonbedded
		<b>Birtunga</b>	Nonbedded
		<b>Konark</b>	Nonbedded
		<b>Badatara</b>	Nonbedded
		<b>Nagpur</b>	Nonbedded
		<b>Chhaitana</b>	Nonbedded
		<b>Madaranga</b>	Nonbedded
<b>9</b>	<b>Kanas</b>	<b>Sahupada</b>	Nonbedded
		<b>Gadisagada</b>	Nonbedded
		<b>Mandarbasta</b>	Nonbedded
		<b>Nandigada</b>	Nonbedded
		<b>Harachandiprasad</b>	Nonbedded
<b>10</b>	<b>Mangalpur</b>	<b>Satasankha</b>	Nonbedded
		<b>Kamakantia</b>	Nonbedded
		<b>LaxmiNarayanpur</b>	Nonbedded
<b>11</b>	<b>RebanaNuagaon</b>	<b>Brahamgiri</b>	Nonbedded
		<b>khajuria</b>	Nonbedded
		<b>Raibidhara</b>	Nonbedded

## ANNEXURE-1

### **MEMORANDUM OF UNDERSTANDING BETWEEN OUTSOURCING AGENT FOR BMWM CDM&PHO, PURI**

This MOU is signed on \_\_\_\_\_ between CDM&PHO, PURI, Odisha here in after called as Purchaser / 1st party and M/S \_\_\_\_\_ is herein after called outsourced service provider / 2nd party.

#### **NOW THE MOU WITNESS AS FOLLOWS: -**

##### **A. MOU PERIOD (One year starting from the date of execution of MOU)**

During this period if at any stage of time, the 1<sup>st</sup> party finds non compliance of the assigned work, the 2<sup>nd</sup> party will be served with a notice period of one month if still non compliance is mere, the said contract will be cancelled and new party will be assigned with the task.

##### **B. TERMS OF PAYMENT**

The 1st party shall pay Rs. \_\_\_\_\_ per bed/day including polybags and Rs. \_\_\_\_\_ per KM wherever applicable to the 2nd party.

##### **C. GENERAL TERMS AND CONDITIONS:**

- i. All the workers & supervisor engaged by the outsourcing agency shall have uniform and photo identity cards during the period of work, which shall be duly signed by the In-Charge of the Hospital and representative of the Organization,
- ii. The outsourcing agency (2<sup>nd</sup> party) shall furnish the list of workers & supervisor (above 18 years of age only) with Proof of Identity and address to the in-Charge of Medicals after finalization of the outsourcing services.
- iii. All the personnel to be engaged by the Organization /Agency (2<sup>nd</sup> party) should be covered under the statutory Govt. regulations framed from time to time.
- iv. The concerned authority of the Hospital may request the Agency (2<sup>nd</sup> party) to withdraw any of their workers from the Hospital without assigning any reasons, with 24 hours prior intimation.
- v. The Agency (2<sup>nd</sup> party) will abide by all the rules and regulation relating to labour laws, accident, workmen compensation act, Workmen Insurance, ESI, and EPF etc. This will be the sole responsibility of the Agency (2<sup>nd</sup> party). The authority (1<sup>st</sup> party) will not be a part at any stage if any kind of dispute arises relating to the above.
- vi. Any damage/pilferage to the Hospital property due to mishandling, carelessness of the contractor/agency (2<sup>nd</sup> party) by his worker will be recoverable form the Agency's (2<sup>nd</sup> party) bill and all materials issued to Contractor(2<sup>nd</sup> party) shall be his sole responsibility during the entire period of the contract.
- vii. The service provider(2<sup>nd</sup> party) should depute qualified and dedicated staff (trained in the field of Bio-Medical Waste Management) to manage the Bio-Medical Waste Management activity in the Hospital, and will coordinate in

executing the same with the Bio-Medical Waste Management committee of the Hospital and be responsible for supervision of the work.

- viii. All the employees of the 2<sup>nd</sup> party 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.
- ix. During execution of work, the contractor (2<sup>nd</sup> party) should follow all standard norms of safety measures/precautions to avoid accidents/damages to workers, machine and building etc. On nonperformance to this clause suitable fine/penalty as decided by the Authority will be imposed.

#### **D. SEGREGATION, COLLECTION, TRANSPORTATION, DISINFECTION & TREATMENT OF WASTE**

- i. Generator of the Bio-Medical Waste is responsible for providing segregated waste to the Contractor/Agency. Any of the staff (Doctors, Nursing Officers, Attendants, Pharmacists, LT, Cleaning staffs and other staffs) at designated places will be directly held responsible for segregation of Bio-Medical waste. The wastes shall be segregated as per the provisions of the BMW Rule 2016 & amendment thereof. The Contractor/Agency shall report about the non-segregated waste to the prescribed authority. The points of segregation will be handled by the agency. The designated color bags will be put in respective colour coded bins and lifted from time to time after they become two third full. Polybags are to be closed by tying a string and taken to the plant site for disposal. Each polybag shall be labeled as per the Schedule III and IV of the BMW Rules 2016. The colour coded containers shall be strong enough to withstand any possible damage that may occur during loading, transportation or unloading of such containers. These containers shall also be labeled as per the Schedule - III of the rules. Sharps shall be collected from all points in the hospital. The person responsible for collection of Bio-Medical Waste shall also carry a register with him to maintain the record such as name of generation point, type and quantity of waste received, signature of the authorized person (I/C Nursing Officer of the ward), day and time of collection, etc.
- ii. The agency is also responsible for liquid waste management as per the Bio-Medical Waste Management Rules, 2016.
- iii. 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 time of collection of the waste will be preferably within 6AM-8.00 AM and 3PM-4PM daily.

- iv. The Bio-Medical Waste collected in Polybags shall be transported to the Bio-Medical Waste Treatment Facility (BWTF) in a fully covered vehicle. Such vehicle shall be dedicated for transportation of Bio-Medical Waste only to be provided by the Agency. The color coded polybags of appropriate size and colors with bio-hazards markings will be provided by the agency.

#### **E. RECORD MANAGEMENT AND MAINTENANCE OF LOG BOOK**

- The Contractor/Outsourcing Agency shall maintain all the records related Bio-Medical Waste Management of all the units. Daily records shall be maintained for the 'waste accepted and treated waste removed from the site. The record shall include the following minimum details.
- **Waste Accepted:** waste collection date, name of the health care unit, waste category as per the rules, quantity of the waste, vehicle number and receiving date (at site).
- **Disinfection and treated Waste disposal:** Date, treated Waste type, quantity, vehicle number and location of disposal.
- **Log Book :** A log book shall be maintained for each treatment equipment installed at the site and shall include the following:
  - The weight of each batch.
  - The categories Waste as per the rules.
  - The time, date and duration of each treatment cycle and total hours of operation.
  - The complete details of all operational parameters during each cycle.
- **Site Records:** Site records shall include the following:
  - Details of construction or engineering works.
  - Maintenance schedule, breakdowns/trouble shootings and remedial action, Emergencies
  - Incidents of unacceptable waste received and the action taken thereof.
  - Details of site inspections by the officials of the regulatory agency and necessary action on the observations,
  - Daily, monthly and annual summery records of all the above shall be maintained and made available at the site for inspection whenever required by an authorized officer of regulatory agency.

#### **F. ELECTRICITY AND WATER SUPPLY:**

1st party shall provide water and electricity free of cost for operation of plant during treatment of waste. However 2nd party shall use these judiciously and shall ensure that there is no wastage.

#### **G. EXECUTION OF WORK: -**

After allotment of the order, the outsourcing agent shall execute the service within 15 days of issue of letter.

#### **H. ADMINISTRATIVE CONTROL**

The 2<sup>nd</sup> party shall be under the administrative control of the 1<sup>st</sup> party. The Hospital Manager of the hospital shall supervise the work.

## **I. ENGAGEMENT OF STAFFS**

The Nos of workers to be engaged by the 2<sup>nd</sup> party is for (DHH, IDH & CHCs)

## **J. MOU PERIODS**

The said MOU will work for maximum periods of 1 year subjected to renewal every year depending upon the performance of the 2<sup>nd</sup> party.

## **K. TERMINATION OF MOU**

During this period if at any stage of time the 1<sup>st</sup> party finds noncompliance of the assigned work, the 2<sup>nd</sup> party shall be served with a notice period of one month and if still noncompliance is there, the said contract shall be cancelled and a new party shall be assigned with the task.

**The decision of retender or extension after the expiry of the contract will be made as per the discretion of the CDM&PHO, Puri and rate will be finalized through open tender.**

In Witness, where of the parties here to have caused this MOU to be executed in accordance with Indian law the day and the year first above written.

**L.** Any matter not covered by this agreement shall mutually settle any matter not covered by this agreement. In case of disputes between the parties the decision of the Secretary to Govt. Health and Family Welfare Dept. Odisha, Bhubaneswar shall be final and binding or the disputes may be settled by a remittal Arbitrator chosen by the parties.

**M.** In case of any dispute arising between the parties cases have to be filed only within the jurisdiction of Puri within the State Govt. of Odisha.

**N.** After signing of agreement, the 2<sup>nd</sup> party who has applied for clearance from State Pollution control Board for the district Puri shall have to submit the same in due course.

## **O. PENALTY**

In case of deficiencies in providing quality service, the authority shall have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.