

RATION U85110T

भारतीय गैर न्यायिक

दस
रुपये

₹.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

தமிழ்நாடு தமிழ்நாடு TAMIL NADU

23.08.2023

RESHSL
SALEM

59AA 250314

N. Jamburaj

N. கந்தசாமி

முத்திரைத்தாள் விற்பனையாளர்

L. No: 16613/C/86

சிறப்பினியூட்டல், செவ்வ-636 009

சென்னை

AGREEMENT OF SERVICE

This agreement is entered on the 19th day of February 2024 between M/s. Re Sustainability Healthcare Solutions Ltd., functioning at No:14, Seetharaman Avenue, Adaikala Nagar backside Salem – 636 007, and having its registered office at 11B, Level 11, Galaxy By Aurobindo, Hitech City Rd, Knowledge City Rd, Gachibowli, Hyderabad- 500081.Telangana, here after called as RESHSL represented by Mr. Krishna Kishore M, BMW.

And

The Dean Govt. Medical College and Hospital, Namakkal District. (Hereinafter called as "Party B")

[Handwritten Signature]

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[Handwritten Signature]



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".

2. Whereas **The Dean Govt. Medical College and Hospital, Namakkal District.** (Party B) are generating Bio Medical Waste which needs 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 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" at

S No	District	Daily/Rs/Kg
1	Namakkal	65.00

2. The above rate is inclusive of all costs towards collection and transportation of biomedical waste from the hospitals and its proper end disposal as per the Bio Medical Wastes (Management and Handling) Rules, 2016 of Govt. of India, **The Dean Govt. Medical College and Hospital, Namakkal District.** daily basis (as quoted by Party A and agreed by the authority for periodicity of collection.

3. **The empty plastic saline bottles, plastic bottles 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, plastic bottles and plastic cans** lifted on that particular day from that particular hospital should be handed over by **Re Sustainability Healthcare Solutions Ltd (Party A)** to the nodal person designated for Implementation of Infection control and Biomedical waste Management. 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 pay against the certified quantities of disposal.**


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4. If the collected bio medical waste including **empty plastic saline bottles, plastic bottles and plastic cans** from the hospitals are not lifted as mentioned above by **Re Sustainability Healthcare Solutions Ltd (Party A)**, then the payment to the service provider, the Common Bio-Medical Waste Treatment Facility by, **The Dean Govt. Medical College and Hospital, Namakkal District.** (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 Dean Govt. Medical College and Hospital, Namakkal District.** (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 **Re Sustainability Healthcare Solutions Ltd (Party A)** and the client under the jurisdiction of **The Dean Govt. Medical College and Hospital, Namakkal District. (Party B)** (Authorized signatory of the agreement)
7. The client under the jurisdiction of **The Dean Govt. Medical College and Hospital** and the concerned persons of the Government hospitals in **Namakkal District (under the jurisdiction of Party B)** has the right to enter the operational premises of service provider, under the jurisdiction of **The Dean Govt. Medical College and Hospital, Namakkal District. (under the jurisdiction of Party B)** 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 be the Appellate authority, **The Dean Govt. Medical College and Hospital, Namakkal District.**
10. **Re Sustainability Healthcare Solutions Ltd (Party A)** and **The Dean Govt. Medical College and Hospital, Namakkal District. (Party B)** here by undertake to adhere to this "Agreement of Service" for a minimum period of **Six months (From 19.02.2024 to 06TH September 2024)** (from the date of approval).
11. The list of Government hospitals and the periodicity of collection of biomedical waste from the hospitals in each district is given in **Annexure 1.**


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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 may be subject to change as per government notifications from time to time.
3. Number of hospitals 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 letter of intent received.

Role and Responsibilities of Re Sustainability Healthcare Solutions Ltd (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 1 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).
3. **Re Sustainability Healthcare Solutions 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. **Re Sustainability Healthcare Solutions Ltd (Party A)** will arrange an alternate vehicle during the period of vehicle breakdown for the transportation.
4. **Re Sustainability Healthcare Solutions Ltd (Party A)** should keep proper records for the quantity of Bio Medical Waste lifted under different categories from hospital **on daily basis** in **Namakkal 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. **Re Sustainability Healthcare Solutions 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 on this regard by the authorities.
7. **Re Sustainability Healthcare Solutions Ltd (Party A)** will make periodic inspections of the **Namakkal districts** (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.


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8. **Re Sustainability Healthcare Solutions Ltd** (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 color coded bags as well as occupational safety in management and Handling of Bio Medical Wastes.

9. **Re Sustainability Healthcare Solutions Ltd** (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 Dean Govt. Medical College and Hospital, Namakkal District. (under the jurisdiction of Party B)** through DD or Cheque drawn in favour of **Re Sustainability Healthcare Solutions Ltd (Party A)** payable at **Salem** within **21 working days** from the date of submission.

Rules and Responsibilities of The Dean Govt. Medical College and Hospital, Namakkal District. (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 **Re Sustainability Healthcare Solutions Ltd** (Party A) and the same should be communicated to **Re Sustainability Healthcare Solutions 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 **Re Sustainability Healthcare Solutions Ltd.**(Party A) payable at **Salem** within **21 working days** from the date of submission
3. I also abide by the rules as per the TNMSC letter of Intent dated 06.09.2021 & subsequent amendments / addendum thereof.
4. Printed color coded bio medical waste collection bags shall have to be procured only from the facilitator at the below mentioned rates


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BMW Bag Rate details

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

Sl. 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 Rate details

The rates for Sharp Containers are fixed at the following rates.

Sl. No	Description	Rate per container excl. GST @ 18% Rs.
		BMW Container Rate details
1	1.4 Litres	85.00
2	3 Litres	145.00
3	5 Litres	200.00

ANNEXURE - 1

The Dean Govt. Medical College and Hospital, Namakkal District. -Beds 700

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