

त्रिपुरा TRIPURA

506283

Contract Agreement between Common Biomedical Waste Treatment Facility (CBMWTF) Operator - Medicare Environmental Management Pvt. Ltd. and Health & Family Welfare Department, Government of Tripura

This agreement entered into on the 22 February ~~January~~ 2019 at Agartala between **Medicare Environmental Management Pvt. Ltd** (hereinafter called as Service Provider) having its registered office at Ramky Grandiose, 13th Floor, Ramky Towers Complex, Gachibowli, Hyderabad-500032 represented by Shri Sanjay Prakash Garg, as an Authorized Signatory of the Organization

And

State Health & Family Welfare Society, Tripura

Represented by

Dr. Shailesh K. Yadav, IAS, Mission Director, NHM, Tripura

Reference: (i) Bid Enquiry Document No.F.13(3-29)-DFWPM/PHS/05(S-I) dated 28/12/2017 and subsequent Amendment issued vide even No. dated 06/02/2018 issued by the Tender Inviting Authority **(ii)** Bidder's Bid No.2855 dated 20/02/2018.

For Medicare Environmental Management Pvt. Ltd.


Authorized Signatory


(Dr. Shailesh K. Yadav, IAS)
Mission Director,
National Health Mission,
Govt. of Tripura.

NO. 3839 DATE 15.01.19

STAMP VALUED AT RS. 100

PURCHASED BY SRI/SMT. MEM. P. S. D. Hyderabad

ADVOCATE

SUKANTA DEBROY
STAMP VENDOR, AGARTALA.

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Whereas Service Provider (SP) has agreed to establish Common Bio-medical Waste Treatment Facility at a plot of land with road connectivity provided by the Health & Family Welfare Department, Govt. of Tripura without any cost. The said plot of land is located at Debendra Chandra Nagar (adjacent to the Solid Waste Treatment Plant of Agartala Municipal Corporation) under Mohanpur Revenue Circle, Mouja-Debendra Chandranagar, Agartala, West Tripura under Khatian No.3194 of R.S. Plot No-6923/p with an area of 1.5 acre with dimension of 360 ft in length and 180 ft breadth for collection, reception, storage, transportation, treatment and disposal of Bio Medical Wastes (hereinafter called as BMW) generated at the Public Health Facilities, which are listed in **Annexure 'A'**.

Whereas **Medicare Environmental Management Pvt. Ltd** undertakes the responsibility of collection, transportation, treatment and disposal of BMW, the Hospital shall undertake to adhere to this contract of service by Service Provider for a minimum period of 5 years from the date of operationalization of CBWTF Plant. The contract period may be extended for another term of 5(five) years, if the performance of the Service Provider has been satisfactory.


WHEREAS the Authority has accepted a bid submitted by the Service Provider for rendering the above Services for the sum of **Rs.6.57- (Rupees six and fifty seven paise) only per bed per day excluding taxes as per existing bed strength not on occupancy basis** (Hereinafter called the Contract Price). Taxes will be paid extra. The contract price shall be escalated @ 5% annually considering from the date of operationalization of CBMWTF Plant as illustrated below:-

	Rate (Fig. in Rs.)
Year-1	6.57
Year-2	6.90
Year-3	7.24
Year-4	7.61
Year-5	7.99

NB: The number of beds may decrease or add up whenever new Public Health Facility is commissioned in near future. The CBWTF shall be deemed to have become fully operational with well equipped infrastructure only when collection of segregated bio-medical wastes generated at Public Health Facility commences for processing and treatment at the CBWTF Plant set up by the Agency. Specific date of commencement of the said services by the Service Provider shall be duly notified by the Health & Family Welfare Department accordingly subject to clearance obtained by the Service Provider from all relevant statutory bodies. Annual escalation of rate shall be @ 5% consecutively from second year of operationalization onwards till completion of contract period up to 5(five) years.

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Whereas the State Hospitals, District Hospitals & other Health Centres agree to avail the services being provided by **Medicare Environmental Management Pvt. Ltd** with the terms and conditions as listed on succeeding paragraphs:-

1. Definitions

- a. "Applicable law" means the laws and any other instruments having the force of law in India and State.
- b. "Service Provider" means any public or private entity that will provide the services to the "Public Health facilities" under the contract.
- c. "Agreement" means the contract signed by the parties and all the attached documents listed in it.
- d. "Day" Means Calendar Day.
- e. "Effective date" means that the date on which this agreement comes into force.
- f. "Government" means Government of Tripura.
- g. "Member" means any of the entities that make up the joint venture/ consortium/ association; and association means all these entities.
- h. "Services" means the work to be performed by the Service Provider to the agreement.
- i. "Rules" Means Bio Medical Waste Rules 2016 including its amendment, if any.
- j. "CBMWTF" refers to the Common Bio Medical Waste Treatment Facility Operator.
- k. "Occupier" means a person having administrative control over the institution and the premises generating bio medical waste, which includes a hospital and health care facilities, irrespective of their system of medicine and by whatever name they are called

2. Entire Agreement


This agreement contains all the covenants, stipulations and provision agreed by the parties. No commitments, any statement, promise other than this agreement by any agent or representative of either party shall be considered valid.

3. Key Deliverables of the Service Provider

- 3.1. Collection of Bio Medical Waste from Public Health Facilities as listed in **Annexure A**. Private Health Facilities & Nursing Homes are to be covered by the Service Provider as per mutually agreed rates.
- 3.2. Transportation of collected Bio Medical Waste from the Health facilities to the CBMWTF site for treatment & disposal.
- 3.3. Treatment of all categories of waste through the technologies as approved in the Biomedical Waste Rules 2016 and its amendment.

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- 3.4. Final disposal of all categories of waste, which have been handed-over by health facilities, in an environmentally sound and scientific manner.
- 3.5. Treatment and Disposal of waste is fully compliant to Biomedical Waste Rules 2016, and other relevant rules as notified by the Central Ministries & Department, State Government, Central Pollution Control Board/ State Pollution Control Board, and other regulatory bodies.
- 3.6. The deliverables under the contract essentially encompass following components:-
- 3.6.1. Bio Medical waste shall be collected for State Hospitals, District Hospitals & Sub-Divisional Hospitals **not exceeding 24 Hours** and CHCs & PHCs **not exceeding 48 Hours** from the identified health facilities and is transported, handled, stored, treated and disposed off, without any adverse effect to humans, ecology and environment. Such disposal is in accordance with the rules and guidelines issued by the Central Government/ State Government/ Statutory bodies.
- 3.6.2. Bio Medical waste shall be transported from premises to the off-site facility only in approved & labelled vehicles (labels format as given in BMWM rules 2016 Schedule IV) and vehicle shall comply with the Motor Vehicle act 1988. The timing of collection of the waste will be as per mutually agreed between the occupier and the Service Provider.
- 3.6.3. The Contractor/ Service Provider shall maintain all the records related to Bio Medical Waste management of all health facilities. Daily records shall be maintained for the waste removed, accepted and treated in respect of each of healthcare facility. These records shall include the following minimum details:
- 3.6.3.1. Waste accepted: Collection time, date, name of health facility, waste category as per rules and its quantity, vehicle number and receiving date.
- 3.6.3.2. Treated waste removed: Date, treated waste type, quantity, vehicle number and location of disposal.
- 3.6.3.3. Log Book: A log book shall be maintained for each treatment equipment/ machine installed at the site and shall include the following details:
- The weight of each batch
 - The Categories of waste as per the rules
 - Time, date & duration of each treatment cycle and total hours of operation
 - Complete details of all operational parameters during each cycle.

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3.6.3.4. Site records: Site record shall include the following:

- Details of Construction or engineering works
- Maintenance Schedule, breakdown/ trouble shooting and remedial action.
- Incidence of fire and non-fire emergencies along with corrective and remedial action taken.
- Incidents of unacceptable waste received and action taken thereof.
- Details of site inspection by the regulatory Service Provider and necessary action taken on the observations.
- Daily, monthly and annual summary 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.

3.6.4. All log books & records would be preserved for a period of 5 years from the date of last entry in the records.

3.6.5. The Service Provider shall run and maintain the Common Bio Medical Waste Treatment Facility conforming to relevant rules and regulations and to upgrade it as per the rules/ notifications/guidelines, from time to time.

3.6.6. The Service Provider shall be contractually bound to provide services to the occupier of health facilities who opts for such service during the contract period.

3.6.7. The Service Provider shall establish bar coding and global positioning system for handling of bio-medical waste on or before 27th March 2017.

3.6.8. The Service Provider shall report on the status of Bio Medical Waste collection from allocated facilities. In case of non-compliance by any health facility, the same shall be intimated at the state health department.

3.6.9. The Service Provider shall recruit its own personnel and provide training to all the Bio Medical Waste Handlers at time of induction, and also on yearly basis.

3.6.10. The Service Provider shall undertake & maintain records of the Immunization (Hepatitis B & Tetanus) along with health status of the worker at the time of induction and on yearly basis.

3.6.11. The Service Provider is expected to supply non-chlorinated plastic coloured bags, colour coded bins to the occupier on monthly basis on cost basis, the facility will provide the estimated requirements for the same on quarterly basis. After 27th march 2018, supply of only non-chlorinated plastic bags shall be made.

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- 3.6.12. The selected Service Provider will provide adequate & appropriate personal protective equipment to ensure occupational safety of all its workers.
- 3.6.13. The Service Provider will report major accidents caused by blasts and fire hazards during handling of bio medical waste along with records of remedial action taken thereto, (including nil report) while handling bio medical waste in Form I to the prescribed State and Central authority and also along with Annual Report.
- 3.6.14. The Service Provider is expected to upgrade existing incinerators to achieve the standards as given in Bio-medical Waste Rules 2016 by 27 March 2018. After ensuring treatment by autoclaving or microwaving followed by mutilation or shredding, whichever is applicable, the recyclables from the treated bio medical wastes such as plastics and glass, shall be given to recyclers, who have valid authorization or registration with the respective State Pollution Control Board or Pollution Control Committee.
- 3.6.15. The selected organization shall provide local facilitative support for visit/ external verification by Central / State/ Hospital Team for monitoring.
- 3.6.16. The CBMTF display details of authorization, treatment and annual report in public domain.


4. Responsibilities

4.1. Service Provider

- 4.1.1. Medicare Environmental Management Pvt. Ltd. is responsible to familiarize themselves with physical location, approach road and travel time to each facility in all weather conditions. The State/ District would have no role in extending any support on this count.
- 4.1.2. Medicare Environmental Management Pvt. Ltd. shall be an authorized vendor under BMWM rules from the State Pollution Control Board.
- 4.1.3. Medicare Environmental Management Pvt. Ltd. shall facilitate the State to ensure timely submission of Bio Medical Waste Annual report to State Pollution Control Board (in states) & Pollution Control Committees (in UTs) as mandated under the Bio Medical Waste rule 2016 (Format of Report shall be as per Form IV in Bio Medical Waste Rules 2016).
- 4.1.4. Medicare Environmental Management Pvt. Ltd. shall record of each category of Bio Medical Waste at each of Health Facilities and data on bio medical waste generation, treatment & disposal.
- 4.1.5. Medicare Environmental Management Pvt. Ltd. shall ensure phase out of chlorinated plastic bags & gloves before 28th March 2018.

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- 4.1.6. Medicare Environmental Management Pvt. Ltd. shall be responsible for operationalization, maintenance and upkeep of all equipment / machines installed at Common Bio Medical Waste Treatment Facility as per law and regulations with provision of back-up of critical equipment. The Service Provider shall be responsible for any legal penalty and consequences in any such cases.
- 4.1.7. Medicare Environmental Management Pvt. Ltd. shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc. The State/ District/ Health Facility have no responsibility direct or indirect in meeting such obligations.
- 4.1.8. All the workers engaged by the Medicare Environmental Management Pvt. Ltd. shall have uniform with the logo of the Service Provider and shall bear photo ID cards during the period of work.
- 4.1.9. Medicare Environmental Management Pvt. Ltd. shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
- 4.1.10. Medicare Environmental Management Pvt. Ltd. shall provide adequate training & personal protective equipment to the staff to ensure occupational Safety.
- 4.1.11. The State shall not be held responsible for any loss or damage due to any reason what so ever to any type of inventory that may be kept at the "Common Bio Medical Waste Treatment Facility" by the agency. Under no circumstances, the premises shall be used for any other purpose. All safety precautions including fire or theft shall be the responsibility of the Medicare Environmental Management Pvt. Ltd. with regard to premises equipment, fixtures & furniture.
- 4.1.12. Any pilferage/ damage to the hospital property due to mishandling, carelessness of the contractor/Service Provider or his workmen will be recoverable from the Medicare Environmental Management Pvt. Ltd.
- 4.1.13. During Hospital visit Medicare Environmental Management Pvt. Ltd. is expected to maintain silence & behave in a respectful & dignified manner. Any misconduct (Smoking, alcohol) or misbehave (fight & abuse) would be reported to police authority by hospital.

4.2. State

- 4.2.1. State Authority have provided information matrix for the facility wise bed strength as given in **Annexure A**.
- 4.2.2. State Authority shall facilitate and provide necessary documents wherever required to obtain the Environment Clearance, Consent to


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Establishment, Consent to Operate, Power Connection, NOC from Central Ground Water Authority for requirement of water, Clearance from Airport Authority of India (project site falling within 10 Km radius of Airport, Tripura), Clearance of issue of International Boundary falling within the radius of 10 Km of the project site.

- 4.2.3. State Authority shall ensure that the selected Service Provider details are circulated to the PHCs, CHCs, SDHs, DHs and any other public health facilities.
- 4.2.4. The State Authority will visit the site of CBMWTF for monitoring & supervision periodically.
- 4.2.5. The State Nodal Officer should ensure timely submission of the Annual report from the State to Central Pollution Control Board. (Format of Report shall be as per Form IV in Bio Medical Waste Rules 2016).
- 4.2.6. The State Authority shall ensure conducting review meetings for overall review and promotion of clean or new technologies for bio medical waste management.
- 4.2.7. Apart from the captive volume from the public health facilities, the state shall allow the Service Provider to provide Bio Medical Waste Management Services to the Private Health Facilities situated in the catchment area at their own negotiated rates.
- 4.2.8. The performance assessment system shall be jointly developed by the Service Provider selected for assignment & the Health & Family Welfare Department, Government of Tripura. The system shall articulate the technical standards to be followed, performance criteria to be adhered, agreed system of complaints, redressal and penalties for non-performance, etc. The agreement in this regard shall be incorporated in the specific task agreement to be executed between state and vendors.
- 4.2.9. The State authority shall ensure that the Nodal officers perform timely verification & payments.
- 4.2.10. The State Authority shall ensure that the hospital abides by the under-mentioned deliverables:-
 - 4.2.10.1. Segregated collection of Bio Medical Waste from the different sites of the health facility.
 - 4.2.10.2. Transportation of the segregated waste from all sites of generation to the common storage area in the health facility.
 - 4.2.10.3. Take all necessary steps to ensure that bio-medical waste is handled without any adverse effect to human health and environment, and is in accordance with these rules;
 - 4.2.10.4. Make a provision within the premises for a safe, ventilated and secured location for storage of segregated biomedical waste in colored bags or containers in the manner as specified in




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Schedule I of Bio Medical Waste Rules 2016, to ensure that there shall be no secondary handling, pilferage of recyclables or inadvertent scattering or spillage by animals.

- 4.2.10.5. Provide a list of consumables (non-chlorinated plastic coloured bags) and colour coded bins to CBMWTF Service Provider along with quantity required in the hospital on quarterly basis. Demand of consumables shall be rational and it should have approval of the Biomedical Waste Management Committee or any other committee, as notified under the BMW Rules 2016.
- 4.2.10.6. Pre-treat the laboratory waste, microbiological waste, blood samples and blood bags through disinfection or sterilization on-site in the manner as prescribed by the World Health Organization (WHO) or National AIDs Control Organization (NACO) guidelines and then sent to the common bio-medical waste treatment facility for final disposal;
- 4.2.10.7. Dispose of solid waste other than bio-medical waste in accordance with the provisions of respective waste management rules & local municipal body. Such waste shall not be given to CBMWTF.
- 4.2.10.8. Provide training to all its health care workers and others, involved in handling of bio medical waste at the time of induction and thereafter at least once every year.
- 4.2.10.9. Details of training program conducted, number of personnel trained and number of personnel not undergone any training shall be provided in the Annual Report;
- 4.2.10.10. Immunize all its health care workers and others, involved in handling of bio-medical waste for protection against diseases including Hepatitis B and Tetanus;
- 4.2.10.11. Ensure segregation of liquid chemical waste at source and ensure pre-treatment or neutralization prior to mixing with other effluent generated from health care facilities;
- 4.2.10.12. Ensure treatment and disposal of liquid waste in accordance with the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974);
- 4.2.10.13. Ensure occupational safety of all its health care workers and others involved in handling of biomedical waste by providing appropriate and adequate personal protective equipment;
- 4.2.10.14. Conduct health check up at the time of induction and at least once in a year for all its health care workers and others involved in handling of bio-medical waste and maintain the records for the same;
- 4.2.10.15. Maintain and update on day to day basis the bio-medical waste management register i.e. the bio-medical waste generated in


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