

Service Level Agreement

Between < State of> & < Name of
Common Bio Medical Treatment Facility Operator>

Draft Agreement between < Name of selected Common Biomedical Waste Treatment Facility Operator (CBMWTF)> and <Name of State Health Department>

This agreement entered into on theday of the
year.....at.....

between

.....(State Govt./ State NHM/ State Health Society)
represented by Mr. / Ms./ Dr.

And

M/S.....(hereinafter called as Operator) having its registered
office at..... represented by
..... as an Authorized Signatory of the Organisation

Whereas Operator has established a common bio medical waste facility/ facilities at
..... for collection, reception, storage, transportation, treatment
and disposal of Bio Medical Wastes (herein called as BMW) generated at the Public
Health Facilities, which are listed in Annexure 'A'.

Whereas < Name of Selected CBMWTF Operator> undertakes the responsibility of
collection, transportation, treatment and disposal of BMW, the Hospital shall
undertake to adhere to this contract of service by Operator for a minimum period of 2
years from the agreement date.

Whereas the State, District, Hospitals & other Health centre agree to avail the services
being provided by < Name of Selected CBMWTF Operator>with the terms and
conditions as listed on succeeding paragraphs

Definitions

- a. "Applicable law" means the laws and any other instruments having the force of law in India and State.
- b. "Operator" means any public or private entity who owns or control a common Bio-medical Waste treatment facility for the collection, reception, storage, transport, treatment, disposal or any other form of handling bio medical waste.
- c. "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
- d. "Day" Means Calendar Day.
- e. "Effective date" means that the date on which this agreement comes into force.
- f. "Rules" Means Bio Medical Waste Rules 2016 including its amendment, if any.
- g. "CBMWTF" refers to the Common Bio Medical Treatment Facility.

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.

Key Deliverables of the Operator

The State/ District / Health Facility enter into a service level agreement for availing such services from the selected CBMWTF operator.

The operator agree to deliver all the duties as described in **Clause 5 of the Bio Medical Waste rules 2016**. In addition to these few other deliverables are expected to be accomplished by the operator under this agreement-

- a. Collection of Bio Medical Waste daily from Common Bio Medical Waste Storage Area of a Public Health Facilities as listed in Annexure A.
- b. The Operator will provide services to the occupier of health facilities who opts for such service during the contract period.

- c. The timing of collection of the waste will be before 10.00 AM daily or any other time mutually agreed by the parties.
- d. The Operator 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 r/o each of healthcare facility. These record shall include the details such as Collection time, date, name of health facility, waste category as per rules and its quantity, vehicle number and receiving date.
- e. The CBMWTF operator would maintain all mandatory records and documents as required under the BMW Rules 2016 (and its amendments), Government notification, and other regulatory bodies of the state & district.
- f. The Operator shall recruit its own personnel for handling Bio Medical Waste.
- g. The CBMWTF will supply plastic coloured bags for every point of generation and collection to the occupier of Health Facility on monthly basis. Such bags would have bar-coding as given in BMW Rules 2016 and meet government approved technical specifications. After 27th March 2018, such bags would be non-chlorinated plastic. Occupier of Health Facility will provide the estimated requirements for such bags on quarterly basis.

Responsibilities

Operator

1. <Name of Selected CBMWTF Operator> 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.
2. <Name of Selected CBMWTF Operator> shall be in possession/obtain/renewal of authorization, certificates and statutory clearances from the competent authorities to operate the CBMWTF, as required under the law, rules and notification and guidelines.
3. <Name of Selected CBMWTF Operator> shall 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 and its amendments if any.
4. Preservation and safe keeping of records and data on bio medical waste generation, treatment & disposal for a period of five years.
5. <Name of selected CBMWTF Operator> shall ensure phase out of chlorinated plastic bags and gloves before 28th March 2018.
6. <Name of Selected CBMWTF Operator> 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. The Operator would have provision of back-up for the critical equipment. In event of non-compliance to the Rules and Statute, the Operator shall be responsible for any legal penalty and consequences of thereof.
7. <Name of Selected CBMWTF Operator> 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 has no responsibility direct or indirect in meeting such obligations.

8. All the workers engaged by the <Name of Selected CBMWTF Operator> shall wear uniform with the logo of the agency and shall have photo ID cards during the period of work.
9. <Name of Selected CBMWTF Operator> shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
10. <Name of Selected CBMWTF Operator> shall provide adequate training & personal protective equipment to the staff to ensure occupational Safety.
11. Ensuring safety of premises, equipment, fixtures & furniture and also personal safety including fire or theft shall be the responsibility of the <Name of selected CBMWTF Operator>. The State/ District/ Health Facility shall not be held responsible directly or indirectly on such counts.
12. Any pilferage/ damage to the hospital property due to mishandling, carelessness of the contractor/agency or his workmen will be recoverable from the <Name of Selected CBMWTF Operator>.
13. Under no circumstances, the premises of CBMWTF shall be used for any other purpose other than stipulated in the authorisation.
14. During hospital visit, CBMTF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehaviour, etc. shall be dealt in legal action what so ever it may be would be reported to police by the health facilities.
15. The CBMWTF Staff with exhibit exemplary behaviour and conduct, while visiting the health facility. The CBMWTF will take immediate action on complaints or notices and such staff would be replaced. Outcome of disciplinary/ punitive action taken on the complaint will be intimated to complainant and the health facility.

State

1. An information matrix for the facility wise bed strength as given in Annexure A.
2. State authority shall ensure that the selected operator details are circulated to the PHCs, CHCs, SDHs, DHs and any other health facilities.
3. The State authority will visit the site of CBMWTF Operator for monitoring & supervision periodically.
4. Conducting review meetings for overall review and promotion of clean or new technologies for bio medical waste management.
5. The Nodal Officers will ensure timely verification of performance of CBMWTF & facilitate timely payments (if responsible).
6. Apart from the captive volume from the public health facilities, the state shall allow the operator to provide Bio Medical Waste Management Services to the Private Health Facilities situated in the catchment area at their own negotiated rates. However it will not be pre-jury to the interest of Public Health Facilities.
7. The state authorities shall ensure that the hospital abides by the under-mentioned deliverables -

Occupier

The occupier has to deliver all the duties as described in **Clause 4 of the Bio Medical Waste rules 2016.** In addition to these few other deliverables are expected to be accomplished by the occupier under this agreement-

1. Segregated collection of Bio Medical Waste from the different sites of the health facility.
2. Transportation of the segregated waste from all sites of generation to the common storage area in the health facility.
3. Provide a list of consumables (non chlorinated plastic coloured bags) to CBMWTF along with quantity required in the hospital on quarterly basis and colour coded bins as and when required in the hospital. Demand such consumables shall be rational and has been approved the infection control & purchase committee.

GENERAL CONDITIONS OF CONTRACT

Law Governing Agreement

This agreement, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India.

Location

The services shall be performed at locations those are specified in the Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the State Health Department will allocate.

Notices

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall in be writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the CBMWTF operator to whom the communication is addressed, or sent by registered post as specified in the agreement while signing.
- In case of any change in the operating address of the CBMWTF operator, the Operator shall intimate the < Name of State Health Department> in writing.

Authorized Representatives

Any action required or permitted to be taken, any other document required or permitted to be executed under this agreement by the State Health Department or by the < Name of Selected CBMWTF Operator > may be taken or executed by the < Name of State Nodal Officer> and < Name of the Nodal Person of the selected CBMWTF Operator>.

Modifications or Variations

Any modification or variation of the terms and conditions of this agreement, including any modification or variation of the scope of the services, may only be made by written

agreement between the parties. Both the parties shall give due consideration of the proposal, whereas <Name of State Health Department> decision will be considered final in regard to the modification or variation.

Taxes & Duties

The <Name of selected CBMWTF Operator> shall be liable to pay such direct & indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

Payment Terms

- The duly prepared bill of the preceding month along with weight records of the waste collected during month, shall be presented in triplicate by the Operator, within 1st week of every month, countersigned by both the authorities (Hospital & Authorized personnel of Agency), to enable the coordinating authorities to make payment well in time.
- Invoices (prepared bill of last month) should be submitted on a letter head, to State/ District Nodal Officers. Account number to which payments are to be made, the contract reference number shall also be written on the invoice with original signature. Each invoice should clearly state the date from which services are provided i.e. “from & to” dates.
- In such case payment shall be made within 30 days of subsequent month after appropriate verification as deemed fit by State / District Nodal Officers. The mandatory provisions of income tax for deducting tax at source shall apply.
- <Name of Selected CBMWTF Operator> shall indemnify all costs, expenses, damages etc. in relation to handling /mishandling /omission to handle the bio-medical waste as per provisions of Bio-medical Waste Management rules 2016.

Penalty Terms

- In case the <Operator> does not receive their payments within 45 days of submission of complete set of reports along with monthly bill, the interest shall be paid to the < Operator> for each day of delay at the rate of 1.0% per month. Such penalty would be subject to submission of all the requisite / relevant documents & reports and accepted by the authority. If there is a deficiency in the submitted documents, records, invoices/bills, communication to this effect would be sent to authorized representative of CBMWTF within seven working days of their receipt.
- In case the <Name of Selected CBMWTF Operator> does not submit their complete sets of monthly report of a particular facility along with bill the assigned authorities, the payment will be delayed and there will be no penalty on the State / District to pay any interest there upon.
- In event of non-delivery of services or delayed services, the occupier/ contracting organization will impose a fine of five times the values of unit price of the contracted service.

No breach of Contract

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable precautions & reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

Termination of Contract

Failure to become effective

- If this contract has not become effective within ninety days of signing of contract by both the parties, either party may, by not less than Ninety (90) days written notice to the another party, declare this contract to be null and void, and in the event of

such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

During Operationalization

- The <Occupier> will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part after giving notice to the CBMWTF Operator at least 60 days before the proposed date of termination. The CBMWTF Operator shall not be entitled for any compensation whatsoever in respect of such termination.
- If the <Operator> on account of any infringement of the conditions of the contract or violates any BMW Rules 2016, the <Occupier> would have the right to recover compensation from the CBMWTF Operator besides forfeiture of Security deposit.
- The CBMTF Operator is expected to comply with the provisions of Term of Reference and timelines suggested therein. Failure to comply with the above may culminate in deduction from their bills of an amount commensurate with the impact of non-compliance or even termination of the contract to be decided by State / contracting organisation/ authority at their sole discretion.

Fraudant & Corrupt practices

The <Name of State Health Department> expects that the <Name of Selected CBMWTF Operator>, service providers and contractors and their authorized representatives/ agents observe the highest standard of ethics during the execution of such agreements.

- “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence improperly the actions of another party (“another party” refers to a public official acting in relation to the selection process or agreement execution]. In this context, “public official” includes staff and employees of other organizations taking or reviewing selection decisions.
- “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a < Name of State Health Department> to obtain a financial or other benefit or to avoid an obligation (the

terms “benefit” and “obligation” relate to the selection process or execution of agreement; and the “act or omission” is intended to influence the selection process or execution of agreement)

- “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a “party” refers to a participant in the bidding process or agreement execution).
- “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- The <Name of State Health Department> will terminate an agreement if they determines that the < Name of selected operator> considered for award of the contract under this agreement has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- The <Name of State Health Department> will debar a selected CBMWTF Operator either indefinitely or for a stated period of time from being awarded any contract/ agreement if it at any time he determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract/ agreement.

Force Majeure

- “ Force Majeure” means an event which is beyond the reasonable control of a party, if not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance , and which makes a party performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- Force majeure shall not include (a) any event which is caused by the negligence or intentional action of a CMWTF Operator and their staffs.
- Force Majeure shall not include insufficiency of funds or inability to make a payment required hereunder.

Arbitration

- If dispute or difference of any kind shall arise between the Operator and Service Provider, both the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute by above mentioned means within 90 days of reporting of dispute, then either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Principal Secretary Health (or equivalent) as the arbitrator.

- Reference to arbitration shall be a condition precedent to any other action at law or in terms of the conditions of this document.
- The venue of arbitration shall be in the city where State Health Department is located.

Witnesses:-

1. Name:_____

2. Name:_____

Address:_____

Address:_____

Signature:_____

Signature:_____

Annexure A

Name of districts & health facilities requiring services of CBMWTF[illegible]