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AGREEMENT BETWEEN CDM & PHO KEONJHAR, WITH MEDIAID MARKETING SERVICES (CBWTDF) AGENCY FOR OUTSOURCING OF BMWM SERVICES

This agreement entered into on the 17th December day of the Year 2024 at Keonjhar **between** 

CDM & PHO, Keonjhar, Odisha here in after called as Occupier / 1st Party.

#### And

**M/S Mediaid Marketing Services** represented by Proprietor Mr Bipin Bihari Sarangi, having corporate office at 703, 7<sup>th</sup> Floor, Utkal Signature, Pahal, Bhubaneswar-752101, herein after called outsourced service provider for BMWM (Operator) / 2<sup>nd</sup> party.

The agreement is extended for a period of 3 months from 15.11.2024 to 15.02.2025 or till new cbwtf is assigned by the state authority (whichever is earlier) as per the decision taken in the last dlmc held on 27.12.2024

Whereas Operator has established a common bio medical waste treatment & disposal facility CBWTDF at Amasranga Dist-Sundargarh 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 Mediaid Marketing Services 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 1 year from the agreement date.

Whereas the CDM & PHO of Keonjhar District agree to avail the services being provided by Mediaid Marketing Services for Hospitals & other HCFs with the terms and conditions as listed on succeeding paragraphs.

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Chief Dietrict Medical & Public Health Officer Koonihar



#### **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. "CBWWTDF" refers to the Common Bio Medical Treatment & Disposal 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 District / Health Facility enter into a service level agreement for availing such services from the selected CBWTDF operator.

The operator agree to deliver all the duties as described in <u>Clause 5 of the Bio</u>

<u>Medical Waste rules 2016.</u> 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.
- The Operator will provide services to the occupier of health facilities who opts for such service during the contract period.

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- c. The timing of collection of the waste will be preferably within 6AM-8 AM and 2 PM-3PM daily before OPD hours/IPD rounds (Intramural transportation). Further transportation from Storage room to CBWTDF (Extramural transportation) on each alternate days which should not exceed 48 hours as per BMWM Rules.
- 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. This 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 CBWTDF 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 trained & skilled in the field of Biomedical Waste Management personnel for handling Bio Medical Waste.
- g. The CBWTDF will supply coloured poly bags for every point of generation and collection of the waste from the occupier of Health Facility on monthly basis.

# **Responsibilities Operator**

- Mediaid Marketing Services is responsible to familiarize themselves with physical location, approach road and travel time to each facility in all weather conditions. The District would have no role in extending any support on this count.
- Mediaid Marketing Services shall be in possession/obtain/renewal of authorization, certificates and statutory clearances from the competent authorities to operate the CBWTDF, as required under the law, rules and notification and guidelines.
- 3. Mediaid Marketing Services shall ensure timely submission of Bio Medical Waste Daily/Monthly/Annual report to State Pollution Control Board, Odisha as mandated under the Bio Medical Waste rule 2016 and its amendments if any along with a copy to Director Public Health, Odisha through Bar-coding software.

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- 4. Preservation and safe keeping of records and data on bio medical waste generation, treatment & disposal for a period of five years.
- Mediaid Marketing Services shall recruit / deploy its own adequate skilled 5. 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 District has no responsibility direct or indirect in meeting such obligations.
- All the workers engaged by the Mediaid Marketing Services shall wear uniform with the logo of the agency and shall have photo ID cards during the period of work. The credential of the said manpower like their identity, address & antecedent from local Police Station to be submitted to the occupier for due verification before allowing them to work in their premises.
- Mediaid Marketing Services shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied at their CBWTDF.
- Mediaid Marketing Services shall provide adequate training & personal protective equipment (PPE) to the staff to ensure occupational Safety.
- 9. Any pilferage/ damage to the hospital property due to mishandling, carelessness of the contractor/agency or his workmen will be recoverable from the Mediaid Marketing Services.
- 10. During hospital visit, CBWTDF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehavior, etc. shall be dealt in and legal action what so ever it may be would be reported to police by the health facilities.
- 11. The CBWTDF Staff will exhibit exemplary behavior and conduct, while visiting the health facility. The CBWTDF will take immediate action on complaints or notices and such staff would be replaced within a week with ensuring there is no such hamper in regular service. Outcome of disciplinary/ punitive action taken on the complaint will be intimated to complainant and the health facility. The CBWTDF agency will abide by the prevailing rules of the concerned HCF including proper infection control practices.

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- 12. Mediaid Marketing Services 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 District has no responsibility direct or indirect in meeting such obligations.
- 13. All the workers engaged by the Mediaid Marketing Services shall wear uniform with the logo of the agency and shall have photo ID cards during the period of work. The credential of the said manpower like their identity, address & antecedent from local Police Station to be submitted to the occupier for due verification before allowing them to work in their premises.
- 14. Mediaid Marketing Services shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied at their CBWTDF.
- 15. Mediaid Marketing Services shall provide adequate training & personal protective equipment (PPE) to the staff to ensure occupational Safety.
- 16. Any pilferage/ damage to the hospital property due to mishandling, carelessness of the contractor/agency or his workmen will be recoverable from the Mediaid Marketing Services.
- 17. During hospital visit, CBWTDF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehavior, etc. shall be dealt in and legal action what so ever it may be would be reported to police by the health facilities.
- 18. The CBWTDF Staff will exhibit exemplary behavior and conduct, while visiting the health facility. The CBWTDF will take immediate action on complaints or notices and such staff would be replaced within a week with ensuring there is no such hamper in regular service. Outcome of disciplinary/ punitive action taken on the complaint will be intimated to complainant and the health facility. The CBWTDF agency will abide by the prevailing rules of the concerned HCF including proper infection control practices.

Chief District Medical & Public Health Officer

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## 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. Provide a list of consumables (like non-chlorinated coloured poly bags, Sodium Hypochlorite solution & PPE kit for staffs engaged by the CBWTDF agency) to CBWTDF along with quantity required in the HCF on quarterly basis. Demand such consumables shall be rational and has been approved by the appropriate committee.
- 3. Occupier will communicate the necessary guidelines, notifications & any other communication to the Operator from time to time related to Biomedical Waste Management issued by State level.
- 4. Provide a list of consumables (like non-chlorinated coloured poly bags, Sodium Hypochlorite solution & PPE kit for staffs engaged by the CBWTDF agency) to CBWTDF along with quantity required in the HCF on quarterly basis. Demand such consumables shall be rational and has been approved by the appropriate committee.
- 5. Occupier will communicate the necessary guidelines, notifications & any other communication to the Operator from time to time related to Biomedical Waste Management issued by State level.

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

The Terms & conditions with reference to Notification vide no- 21349, dated 24.08.2023 of the Special Secretary to Govt., H & FW Department, Odisha shall be deemed to form part of and be read and construed as Integral part of this Agreement, viz.:

A. AGREEMENT PERIOD (14.11.2024 to 31.08.2025) i.e. for a period of 9 months and 16 days initially & subject to satisfactory performance, which may further be extended by the 2<sup>nd</sup> party based on satisfactory performance of the CBWTDF agency subject to validity of Govt. Notification.

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## B. TERM OF PAYMENT the 1st party shall pay to the 2nd party as follows:

Categories of HCF including AYUSH HCF	Suggested Rate for Odisha (In Rs.)					
1. Lifting Charges including Non-chlorinated polybag & barcoding as per guideline						
Non Bedded, 1-5 beds, Clinic, Lab, Diagnostic Centre & Research Laboratories	2750 per month					
6 to 29 beds	19 per bed per day					
30 to 100 beds	18 per bed per day					
101 & above beds including manpower for Govt. HCFs (1 manpower for each 100 beds)	22 per bed per day					
101 & above beds excluding manpower for Private HCFs	19 per bed per day					
Blood Bank/ Dental Clinic	2000 per month					
2. Transportation Charges						
Transportation charges (Plain area)	13.5 per KM					
Transportation charges (Uneventerrain area)	16.5 per KM					
3. Expired/ NSQ Drugs	Male of March					
Expired medicines including transportation cost (Regular)	60 per Kg					
Expired medicines including transportation cost (Legacy)	53 per Kg					
4. Manpower at SDH & CHCs (Semi Skilled one at each SDH & CHC)						
5. Tentative Kilometre to be covered for entire district as per annual action plan 2023-24& route chart as annexed per month in Annexure B	The second of the second					
6. Performance Security @ 5% of approximate annual value in form of Bank Guarantee/DD						

Monthly bill to be submitted to the 1<sup>st</sup> party by 2<sup>nd</sup> party with required documents like certification from all the head of HCFs mentioning Biomedical wastes lifted from their HCFs on each alternate day with quantity details, kilometer of transportation details, EPF, ESI of the workers engaged by the 2<sup>nd</sup> party & GST deposit challan etc. for payment by the 1<sup>st</sup> party. The payment will be released to 2<sup>nd</sup> party by 1<sup>st</sup> party subject to availability of funds at district level. In case of non-availability of funds, the payment may be delayed as per allotment from the State from time to time. Bills should be scrutinized by the concerned authority of the HCFs before making the payment to 2<sup>nd</sup> party by 1<sup>st</sup> party at district level. List of HCFs are annexed in Annexure A.

The Mediaid Marketing Services shall be liable to pay such direct & indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

Chief District Medical & Public Health Officer
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#### C. GENERAL TERMS AND CONDITIONS:

- All the workers engaged by the CBWTDF agency shall have uniform of the agency.
- ii. All workers of the CBWTDF agency shall bear photo identity card during the period of work, which shall be duly signed by the 1st party and 2nd party.
- iii. The CBWTDF agency (2<sup>nd</sup> party) shall furnish the list of staff (above 18 years of age only) with proof of identity and address to the 1<sup>st</sup> party after allotment of service.
- iv. All the personnel to be engaged by the 2<sup>nd</sup> party shall be covered under the statutory government regulation framed from time to time.
- v. 1st party may request the 2nd party to withdraw any of his workers from the hospital without assigning any reasons thereof within a period of one week of prior intimation.
- vi. The CBWTDF agency (2<sup>nd</sup> party) will abide by all the rules and regulation relating to labor laws, accident workmen compensation Act, workmen insurance, ESI, EPF, etc. this will be the sole responsibility of the 2<sup>nd</sup> party. 1<sup>st</sup> party will not be a party at any stage if any kind of dispute relating to the above. In case any liability arises due to non-performance by the 2<sup>nd</sup> party, under no circumstances, the 1<sup>st</sup> party shall be liable for the same
- vii. Any damage / pilferage to the hospital property due to mishandling, carelessness of the 2<sup>nd</sup> party by his workmen will be recovered from the CBWTDF agency's (2<sup>nd</sup> party) bill and all materials issued to the Third party shall be his sole responsibility during the period of contract.
- viii. The CBWTDF agency (2<sup>nd</sup> party) should depute a qualified and dedicated staff (trained in the field of BMW) to manage the waste management activity in the hospital and will co-ordinate in executing the same with the waste management committee of the hospital and be responsible for supervision of the work at regular interval with a report compliance to 1<sup>st</sup> party.
  - ix. All the employees of 2<sup>nd</sup> party shall be covered under insurance against any personal accidents and the 1<sup>st</sup> party will not be liable for payment of any compensation on that account.

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x. During execution of work, the 2<sup>nd</sup> party shall follow all standard norms of safety measures, precautions to avoid accidents/damages to person, machines and building etc. On non-performance to this clause suitable fines as decided by the 1<sup>st</sup> party will be imposed.

## D. SEGREGATION, COLLECTION, TRANSPORTATION & TREATMENT OF WASTE:-

- Generator of the Bio-Medical Waste is responsible for providing segregated i. waste to the CBWTDF agency. The wastes shall be segregated as per the provisions of the Bio-Medical Waste Management Rules 2016. The CBWTDF agency shall report about the non-segregated waste to the hospital/district authority. The designated colour coded polybags will be put in respective colour coded bins and lifted from time to time after they become two third full. Bags are to be closed by tying a string and taken to the plant site for disposal. Each bag shall be as per BIS Standards or Bar code system for effective management of Bio-Medical Waste under the provision of Bio-Medical Waste Management Rule, 2016 as amended. The coloured containers shall be strong enough to withstand any possible damage that may occur during loading, transportation or unloading of such containers. All the bags/ containers/ bins used for collection and storage of bio-medical waste, must be labelled with the Symbol of Bio Hazard or Cyto-toxic Hazard as the case may be as per the type of waste in accordance with the BMWM Rules, 2016. Sharps shall be collected from all the generation points of 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 of the ward/unit or anybody duly assigned that duty), date and time of collection, etc.
- ii. The CBWTDF agency will implement the barcoding of Biomedical wastes generated from concerned units of HCF till disposal of waste at CBWTDF & tracking of vehicles by required hardware (GPS Device)& consumables like Barcode sticker as prescribed by OCAC by which the wastes generated from concerned units of HCF to till disposal of waste. The whole process being uploaded into the software developed by State through OCAC.

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- iii. The timing of collection of the waste will be preferably within 6AM- 8 AM and 2 PM-3PM daily before OPD hours/IPD rounds (Intramural transportation). Further transportation from Storage room to CBWTDF (Extramural transportation) on each alternate days which should not exceed 48 hours as per BMWM Rules. Before intramural transportation, the manpower of the CBWTDF agency should ensure the replacement of polybags in bins & cleaning of bins.
- iv. The Bio Medical Waste collected in poly bags shall be transported to the Common Bio-Medical Waste Treatment Disposal Facility (CBWTDF) in a fully covered vehicle. Such vehicle shall be dedicated for transportation of Bio-Medical Waste. The coloured coded polybags of appropriate size and colours with bio-hazards marking will be provided by the CBWTDF agency. Covered trolleys for intramural transportation of Biomedical Waste from different units of HCFs to Storage area will be provided by 1st party, but the regular maintenance of the said trolley will be carried out by CBWTDF agency.

# E. RECORD MANAGEMENT AND MAINTENANCE OF LOG BOOK

- i. The 2<sup>nd</sup> party shall maintain all the records related to bio-medical waste management of all the units. Daily records shall be maintained for the waste accepted and treated, waste removed from the site. This record shall include the following minimum details.
  - a. Waste Accepted:- Waste collection date, time, name of the health care unit, waste category as per rules, quantity of the waste category as per rules, quantity of waste, vehicle number and receiving date & time (at site).

Treated Waste at CBWTDF: - Date, treated waste type, quantity, vehicle No. and location of disposal.

- **b.** 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 of waste as per 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.

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- ii. Bar-coding: The concerned CBWTDF agency will implement the barcoding of Biomedical wastes generated from concerned units of HCF till disposal of waste at CBWTDF & tracking of vehicles by required hardware & consumables like Barcode sticker as prescribed by OCAC, by which the wastes generated from concerned units of HCF to till disposal of waste can be monitored & the whole process being uploaded into the software developed by State through OCAC. The required logistics & consumables for Bar-coding will be supplied by the CBWTDF agency like GPS device on vehicles, Barcode Stickers & other hardware required at the end of CBWTDF agency as prescribed by OCAC.
- F. ELECTRICITY AND WATER SUPPLY: 1st party shall provide water and electricity free of cost for operation of BMWM Storage Cum Equipment area. However 2nd party will use these judiciously and will ensure that there is no wastage.

#### G. TERMINATION OF AGREEMENT:

- The 1<sup>st</sup> party will be at liberty to terminate, without assigning any reasons
  thereof, the contract either wholly or in part after giving notice to the CBWTDF
  Operator at least 30 days before the proposed date of termination. The CBWTDF
  Operator shall not be entitled for any compensation whatsoever in respect of
  such termination.
- If the 2<sup>nd</sup> party on account of any infringement of the conditions of the contract or violates any BMW Rules 2016, the 1<sup>st</sup> party would have the right to recover compensation from the CBWTDF Operator besides forfeiture of Security deposit.
- The CBWTDF 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 District authority at their sole discretion.
- The CBWTDF Operator should orient/ re orient the staffs on regular basis preferably quarterly once on Biomedical Waste Management Rules 2016 & its handling.

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#### H. PENALTY CLAUSE:

- In case of any deviation in the Agreement, 1st party can deduct 1% of monthly bill of 2nd party for each instance. After 3 consecutive deviations, 1st party can serve show cause to 2nd party & deemed action can be taken by the 1st party. Three unsatisfactory reply to show cause by the 2nd party will lead to termination of agreement with forfeiture of performance security.
- In case the Mediaid Marketing Services does not submit their complete sets of
  monthly report of a particular facility along with bill with the assigned
  authorities, the payment will be delayed and there will be no penalty on the
  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 three times of the value of monthly bill of the contracted service.
- Performance review shall be carried out on a quarterly basis based on Score card by taking into account of relevant indicators for assessing performance of the implementing agency as per the criteria, Scoring Indicators as per Annexure C.
- The extent of penalty as follows:

Total Score	Extent of Penalty from Bill Amount 2 % penalty from Bill	
< or = 70%		
>70% and < 80 %	1% penalty from Bill	
= or >80%	Zero penalty	

The 2<sup>nd</sup> party has requested for modification in agreement in five points vide its Letter no.MAMS/KJR/28/ dated: 19-11-2024. These points will be taken in to consideration after due approval from the DLMC meeting.

#### I. IN WITNESS WHEREOF.

- i) The parties have to execute this AGREEMENT in accordance with the Indian Law the day, month and the year first above written.
- **ii)** Any matter not covered by this agreement will be mutually settled by the parties to this agreement. In case of dispute between the parties, the decision of the District Level Monitoring Committee (DLMC) of Keonjhar will be final.
- iii) Legal proceeding if any shall be subject to Keonjhar district jurisdiction only.

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Chief District Medical & Public Health Officer

Keonjhar

PROPERTOR



# CDM & PHO, KEONJHAR

Kishore kumar frugty. Signature of the authorized Officer with Date Chief District Medical & Public Health Officer

Witness: 1.

2.

M/S Mediaid Marketing Services

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Signature of the authorized Office Pall Will Date

Witness: 1. Shuven Menali 2. Gjayadre Padi

Annexure A: List of HCFs with capacity of authorized beds.

Annexure B: Route charts.

Annexure C: Scoring indicators.

			MILITAR	NOWS .	Annexure C
SI. No.	Criteria	Assessment Method	Means of Verification	Compliance (0/1/2)	Remarks if any
1	Supply of Consumables as per agreement	OB/SI/RR	Check the records, interview the personnel & observe during daily visit that, all the required consumables like colour coded polybags, NaoCl solution & PPE etc. are supplied by the CBWTDF agency as per the requirement of HCF		
2	The facility has started undertaking actions for bar coding system	SI/RR	Check the records and interview the personnel to ascertain that the CBWTDF agency has started actions for supply of Barcode stickers & installation of GPS device on vehicles for Barcoding as prescribed by OCAC & reflected in the software		
3	Transportation of biomedical waste is done in closed container/trolley	OB/SI	Check, transportation of waste from clinical areas to storage areas is done in covered trolleys / Bins.  Trolleys used for patient shifting should not be used for transportation of waste.		
4	No Biomedical waste is stored for more than 48 Hours	SI/RR	Verify that the waste is taken by the CBWTDF agency within 48 hour of generation. Check the record especially during holidays		
5	Recyclable waste is disposed as per procedure given in the BMW Rules 2016 and its subsequent amendments	OB/SI/RR	Check if Recyclable waste (catheter, syringes, gloves, IV tubes, Ryle's tube, etc.) is shredded / mutilated after treatment (options autoclaving/microwave/hydroclave) and then sent back to registered recyclers. Alternatively it can also be sent for energy recovery or road construction.  Ascertain that waste is never sent for incineration or land-fill site.		
6	Orientation/ re orientation training of staffs deployed by CBWTDF agency	RR	Check the records showing the orientation/re-orientation of staffs deployed by the CBWTDF agency on each quarter		
7	Annual health check- up of staffs deployed by CBWTDF agency	RR	Check the records showing the annual health check-up of staffs deployed by the CBWTDF agency		
8	Vaccination of staffs of staffs deployed by agency	RR	Check the records showing the vaccination (Hepatitis B & TT) of staffs deployed by the CBWTDF agency		

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SI. No.	Criteria	Assessment Method	Means of Verification	Compliance (0/1/2)	Remarks if any
9	Maintenance of registers	RR	Check the registers are maintained properly or not like collection & transportation registers with signatures of the authority		
10	Deposit of required EPF, ESI & GST challans	RR	Check the records showing the CBWTDF agency is depositing the required EPF, ESI & GST on monthly basis		
11	Submission of reports	RR	Check the records that the CBWTDF submits Daily/ monthly/Annual report to SPCB (O) & DPH (O) as per Biomedical Waste Rules through Barcoding software/manually		
	Total marks				

### N.B.:

1. Total Maximum marks is 22.

2. Compliance parameter: 0 for 0 to 50%, 1 for 50 to 99% & 2 for 100% compliance.

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