

अहमदनगर जिल्हा परिषद

आरोग्य विभाग

जा.क्र./आरोग्य/पुनर्वाप/२६/१८

अहमदनगर दि. १३/०३/२०१८

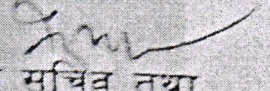
मा. आयुक्त, आरोग्य सेवा तथा
संचालक, राष्ट्रीय आरोग्य अभियान,
महाराष्ट्र राज्य,
मुंबई.

विषय :- राष्ट्रीय आरोग्य अभियानांतर्गत

मोबाईल मेडिकल युनिटसाठी निवड झालेल्या स्वयंसेवी संस्थेचा सन
२०१७-१८ व सन २०१८-१९ चा करारनामा नुतनीकरण अहवाल सादर
करणेबाबत.....

संदर्भ :- आपल्या कार्यालयाचे पत्र जा.क्र.राआसो/MMU करारनुतनीकरण/१०१००३-
५३१/१८, दिनांक २५/०१/२०१८

उपरोक्त संदर्भीय विषयान्वये राष्ट्रीय आरोग्य अभियानांतर्गत अहमदनगर जिल्ह्यात
मोबाईल मेडिकल युनिटसाठी निवड झालेल्या डॉ. विश्वे पाटील मेमोरियल हॉस्पिटल अँड
मेडिकल कॉलेज, विळदघाट, अहमदनगर या स्वयंसेवी संस्थेचा सन २०१७-१८ व सन
२०१८-१९ या दोन वर्षाकरीता करारनामा नुतनीकरण अहवाल सादर करण्यात येत आहे.


सदस्य सचिव तथा
जिल्हा आरोग्य अधिकारी
जिल्हा परिषद अहमदनगर

प्रत माहितीस्तव सविनय सादर

मा. उपसंचालक, आरोग्य सेवा, नाशिक मंडळ, नाशिक

भारतीय गैर न्यायिक
एक सौ रुपये

रु. 100



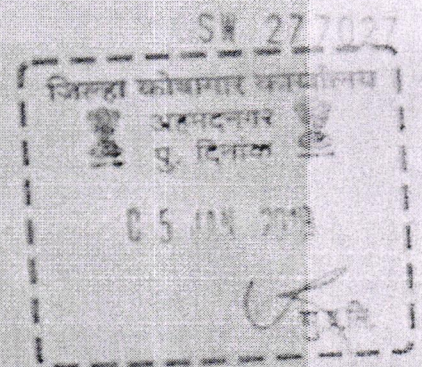
Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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AGREEMENT FOR OPERATION OF MOBILE MEDICAL UNIT

This agreement is made on this 1st day of April 2017 between District Health Society (DHS), National Rural Health Mission represented by the District Health Officer (DHO) of District Ahmednagar, hereinafter referred to as "the FIRST PARTY" and Dr. Vikhe Patil Memorial Hospital Vilad Ghat, Ahmednagar a Non Governmental Organization (NGO) registered under the Societies registration Act of 1860 or The Indian Trusts Act of 1982 or Registered under Maharashtra Co-operative Societies Act of 1960 represented by its, Dr. Vikhe Patil Memorial Hospital Vilad Ghat, Ahmednagar and having its main office at Vilad Ghat in the District Ahmednagar in the State of Maharashtra, hereinafter referred to as "the SECOND PARTY"

.....दस्तावेजाचा प्रकार.....

दस्तावेजाची नोंदणी करण्यात आली आहे? होय/नाही

करारनामा

नोंदणी होण्यास असलेल्या दरम्यान दिवसाचा कार्यालयाचा नाव

मिळकतीचे वर्णन.....

मोबदला रक्कम रु.....

मुद्रांक विकत घेण्याचा नाव.....

वैधकीय अधिकारी

डा. विवेकजी

मेमोरिअल

दस्तावेजाचा पक्षकाराचे नाव.....

हस्त असलेल्यास त्याचा नाव व पत्ता.....

मुद्रांक शुल्क रक्कम रु.....

900

रु. 4500

400

मिळार

वेगळी

मुद्रांक विक्री नॉट क्र.....

3522

5/9/2015

मुद्रांक विकत घेणाऱ्याचा राहण

महेश्वरी मारफ

msr S.L.

महेश्वरी पी. धोंगडीया, १०२६ मिळार, नाव

ना. क्र. १२/२०१६

नोंदणी होण्यास असलेल्या दरम्यान दिवसाचा कार्यालयाचा नाव
मिळकतीचे वर्णन.....

AND WHEREAS the Government of Maharashtra (GoM), in its endeavor to bring in qualitative and quantitative improvement in the provision of basic health services has decided to provide complete Medical Mobile Unit consisting of two vehicles viz fully equipped Mobile Medical Van and Staff Vehicle for transporting medical personnels through NRHM and to hand over the said vehicles to SECOND PARTY selected for this purpose to operate and render the medical services in the un-served/under-served areas (herein after called allotted areas- Annexure 6) so that the patients, who are in need of availing medical services in this areas of the state, may avail such facilities as laid down in the MMU Operational Guidelines.

AND WHEREAS with the aforesaid aim and object the First Party hereto, has agreed to enter into this covenant with the Second Party to operate MMU and render medical services through Mobile Medical Unit fully owned by First Party inter-alia, on the following terms and conditions for the aforesaid purpose and the said Second Party has also agreed to enter into this covenant.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Services :

- (i) THE SECOND PARTY shall perform the cost-free services specified as in Operational Guidelines of Mobile Medical Unit, which is an integral part of this Agreement. (Annex - 8)
- (ii) THE SECOND PARTY shall provide the qualified personnels listed in Para 6 hereinafter for Mobile Medical Unit to perform the Services.
- (iii) The staff of Mobile Medical Unit and office bearers of the institution of THE SECOND PARTY shall be humane and responsive to the public and public representatives.

2. Operational Area

THE SECOND PARTY shall be under obligation to provide the health care facilities in the un-served and underserved rural areas (allotted areas-Annex 6) of the District Ahmednagar and hold camps/clinics to cover the entire allotted area as per Operational Guidelines. Second Party shall prepare Monthly schedule of the visit as given in the Operational Guidelines in consultation with District Health Officers of the District.

3. Performance Standards

THE SECOND PARTY undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. THE SECOND PARTY shall promptly replace any employees assigned under this Agreement that the District Health Society considers unsatisfactory.

4. Delivery of MMU

Simultaneously with the execution of this Agreement, the First Party shall hand over two vehicles for each MMU being (particulars of the vehicle, i.e. make, Engine No, chassis No, Registration No. (TATA / 252701150241 / MAT453514B8B06031 / MH-16-N-428) and more particularly mentioned and described in the Annex-7A & 7B of this Agreement and hereinafter referred to as "the said Mobile Medical Van" (Supporting Vehicle) which the Second Party has duly received in good running condition inter-alia, on the terms and conditions contained in subsequent clauses.

Ownership

- a) The said MMU shall at all times be owned by the Government of Maharashtra represented by the First Party, and at no point of time the Second Party shall deny or dispute the right, title and interest or ownership in respect of the said MMU vesting with Government of Maharashtra. MMU is handed over to the SECOND PARTY only for the purpose of operation.
- b) Any studies, reports, graphic, software or otherwise, prepared by the SECOND PARTY for the Commissioner (FW) & Director, NRHM, State Health Society, Maharashtra under this Agreement shall belong to and remain the property of Govt. of Maharashtra. THE SECOND PARTY may retain a copy of such documents and software.

Appointment of Staff

- (a) THE SECOND PARTY shall appoint following qualified staff on their establishment in conformity with State guidelines, recruitment rules and regulations meant for each post as prescribed below to operate MMU. Established guidelines, rules and regulations shall be provided by the District Health Officer i.e. FIRST PARTY.

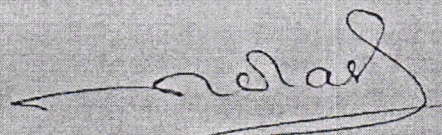
Staffing Pattern

Sr.	Name of the Staff	Qualification	No. of Persons
1	Medical Officer (Female)	M.B.B.S	1
2	Staff Nurse	G.N.M. / Bsc. Nursing	1
3	Laboratory Technician	B. Sc. DMLT or HSC DMLT	1
4	Pharmacy Officer	Degree or Diploma in Pharmacy	1
5	Driver cum MMU Staff	Heavy Vehicle License & Indemnity bond of Accident free driving in last three years	1
6	Driver cum Support Staff	Heavy Vehicle License & Indemnity bond of Accident free driving in last three years	1
	Total (6)		6

- (b) In no case staff appointed by NGO will claim employment under Govt. of Maharashtra.

Insurance of MMU & Personnels

- A) Both the vehicles along with equipments fitted shall be insured by THE FIRST PARTY with a public insurance company by paying the premium for comprehensive insurance for its safety and security. District Health Officer of the District shall invite competitive bids from Public Insurance Companies for fixing the premium. FIRST PARTY will pay the insurance premium.
- B) SECOND PARTY shall insure at their own cost all the duty personnels of MMU to provide safety and security.



Maintenance of MMU

The Second Party shall keep and maintain the MMU in proper roadworthy condition and shall have the obligation to hand over the MMU to the First Party in case of termination of this Agreement (or on expiry). Prior to such handing over of the MMU, the Second Party shall ensure that the vehicles are in proper roadworthy condition, subject to normal wear and tear. In case of any damage to the vehicle and equipment (other than normal wear and tear) the SECOND PARTY shall pay the essential cost of repairs to the FIRST PARTY.

THE SECOND PARTY shall not be permitted to undertake any extra fittings in the vehicle without the written approval of the DHS of the concerned District.

9. Embossing of Logo

The embossing on the body of the Vehicle should be done by THE SECOND PARTY as per annexure 7 C

10. Use of MMU

The said MMU shall be exclusively utilized by the SECOND PARTY for providing health care services in the allotted area of the district as per Operational Guidelines issued by the State Health Society, NRHM, Mumbai & instructions from time to time.

11. Log Book

A logbook needs to be maintained by the Second Party and kept with the driver(s) of the MMU. The aforesaid logbook shall be safely and properly preserved and made available to the DHS nominee of the District Ahmednagar for verification whenever called for.

12. Parking of MMU

The Second Party will park MMU vehicles either in the secured premises or in the Government Health Centre, if available in the night time and on holidays. A register will be maintained at the parking place in which the entries of vehicle movement will be recorded. The security of the vehicle will be responsibility of the NGO

13. Payment :

- A) 50 Percent of the amount will be released in Advance after signing of Agreement and second installment will be released on production of SOE (Statement of Expenditure) or UC's (Utilization Certificate).
- B) In case of delay in release of advance the NGO should spend the money on their own funds & then will reimburse.

Admissible payment to NGO per Annum-Annex- 1

Sr.	Particulars	Amount Rs
1	POL & Maintenance of Vehicles (2 Vehicles)	710000
2	Maintenance of Equipments	40000
3	Purchase of Medicines	400000
4	Purchase of Consumables	140000
5	Contingency	100000
	Total	1390000

Admissible salaries to the NGO per Annum

Sr.	Name of the Staff	No. of Persons	Salary of the Staff (per month)	Salary of the staff (Per Annum)
1	Lady Medical Officer (M.B.B.S)	1	29160	349920
2	Staff Nurse	1	11664	139968
3	Laboratory Technician	1	9342	112104
4	Pharmacy Officer	1	9342	112104
5	Driver cum Support staff (Dispensary Vehicle)	1	7995.75	95949
6	Driver cum Support staff (Staff Vehicle)	1	7995.75	95949
	Total	6	75499.50	905994

C) Payment shall be made in *Indian Rupees* only (INR).

D) The payment will be made on Pro-rata basis to the NGO based on Commencement of the programme in the district.

14. Payment of Taxes

The road tax and other taxes payable under the Motor Vehicles Act shall be paid by the FIRST PARTY.

15. Penalty

In case of violation of the terms and conditions incorporated in this Agreement, the FIRST PARTY shall have the right to issue a show-cause notice to the Second Party calling upon the Second Party as to why the possession of the said MMU vehicles should not be taken back by the First Party as owner thereof and terminate the agreement. Any in-admissible expenses will be recovered from SECOND PARTY.

16. Termination of Agreement

This Agreement be terminated by the First Party in case the Second Party:

- Misuses the MMU vehicles- i.e. use of MMU vehicles for the purpose other than rendering medical services in the allotted area.
- SECOND PARTY is blacklisted by any Government or Donor Agency.
- Declared insolvent.
- Criminal indictment of any office bearer of the Second Party.
- Recurrent misconduct/dereliction of duty by any of the staff member engaged by the Second Party.

- (i) Charging any user fees to the patient.
- (ii) In case the vehicles have been leased out or sub-contracted by the SECOND PARTY etc to any individual or organization for operation under this scheme.
- (iii) Fails to engage prescribed medical and Para-medical staff.
- (x) Fails to show adequate cause on two consecutive occasions for not complying with the Standard Operating Guidelines or for non-compliance with requirements laid down in this Agreement.

Disqualification

In case this Agreement is terminated on grounds of violation of agreed terms and conditions, the SECOND PARTY shall be debarred by the Department of Public Health and Family Welfare, Government of Maharashtra and State Health Society, Maharashtra from receiving any funds/grant under any scheme / programme run by Government of Maharashtra or any institution funded by the Government of Maharashtra, for a period of three years from the date of termination of agreement.

18. Monitoring

District Health Society Ahmednagar shall monitor by District RCH Officer under supervision of DHO the use of the MMU to ensure that it is strictly used for providing health care in the allotted area. In the event if it is found that the Second Party is plying the MMU for any other purpose, the First Party may terminate this Agreement on account of such misuse.

19. Reporting

THE SECOND PARTY shall prepare Monthly schedule & submit report on monthly and daily basis as and when required by FIRST PARTY listed in Annex-2, 3, 4 & 5 - during the course of the assignment which will constitute basis for the payments to be made under point no. 13.

20. Tenure of the Agreement

This Agreement shall be initially valid for a period of two (2) year (2017-18 and 2018-19). Renewal of the agreement will be on such terms and conditions and for such a period as may be mutually decided by both the parties, within the overall framework of the scheme.

21. Assignment

Second Party shall not assign, subject or subcontract its rights or obligations under this Agreement or any part thereof.

22. Dispute Resolution

Any dispute or difference which may arise between the parties for implementation of this Agreement or for the rights and liabilities of the parties under this Agreement shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration will be at District Head Quarter. The District Courts alone will have the exclusive jurisdiction into adjudication upon the matter arising between the parties.

Law Governing Agreement and Language

The Agreement shall be governed by the laws of Union of India, and the language of the Agreement shall be English.

Prohibition of Certain Activities

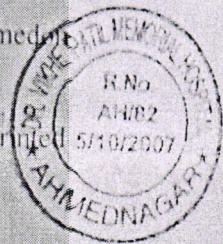
THE SECOND PARTY agrees that, during the tenure of this Agreement, the SECOND PARTY and any entity affiliated with the SECOND PARTY shall be disqualified from providing goods, services of the nature rendered during the currency of Agreement to any other project.

Confidentiality

THE SECOND PARTY shall not, during the term of this Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the Client's business or operations without the prior written consent of the Client.

In witness hereof this Agreement is executed by or on behalf of the parties above named on the day and date mentioned above.

In witness whereof the parties hereto have signed this Agreement on the day and year printed herein above.



Signed by

Name: Dr. S. N. Sangale

District Health Officer Ahmednagar

Signed by

Name: Dr. Niranjan Das **MEDICAL SUPERINTENDENT**

Designation: Medical Superintendent

On behalf of District Health Society On behalf of NGO
As First Party As Second Party

In witness of

1. Miss. R. D. Maniyar Rahni
Ahmednagar

2. Mr. V. K. Gaikwad Prateek
Ahmednagar

In witness of

1. Mr. Praseed Kojale

2. Mr. Kaurhane S. V.

Signed and delivered by the within named.

(Authorized Signatory)

For and on behalf of

District Health Society,

District Ahmednagar

Place: Ahmednagar

Date:

(Authorized Signatory)

For and on behalf of SECOND PARTY

Mr. Prasad Ashokrao Kajale
Project Co-ordinator
P.D.V.V.P.E.'s Medical College & Hospital
Ahmednagar