

The College will provide adequate space for central BMW collection of all category of bio-medical waste for transfer by Service Provider in fully covered vehicle as per new BMW guidelines.

Valid Authorization from UPPCB to operate BMWTF-SP for disposal of biomedical waste by using GPS based Vehicle tracking System vehicle (VTS) as per guidelines of UPPCB will be mandatory to follow by Service Provider.

All biomedical waste from GOVERNMENT MEDICAL COLLEGE BUDAUN will be collected from central BMW storage point.

THEFT OF PARTS:-

The contractor shall be fully responsible for any theft/ burglary or any other mischief, by his worker.

PENALTY:-

In the event of violation of any terms and conditions, the College shall be at liberty to impose penalty of maximum up-to rupees 5000/- for each incidence of violation at a time, plus actual cost of deficiency / loss as well as issue of a warning on the recommendations by the Principal.

PERIOD OF THE WORK:-

Initially the contract shall be for a period of one year, which can be extended up to maximum of three years on yearly basis according to satisfactory performance of the firm. Each renewal of contract shall be made on the same terms and conditions etc. on which initial agreement is entered into. The successful bidder has to continue the work till the time new agreement is made by the Medical College; otherwise the Medical College will forfeit the Security Deposit.

TERMINATION OF AGREEMENT:-

After giving opportunity of being heard to the Successful Bidder, College may terminate / cancel the Agreement on the following grounds:

01. Breach of any or all terms and conditions of Agreement.
02. Non-performance or unsatisfactory performance of work.

If any document or information submitted by the Bidder is found forged or fabricated, notwithstanding to any provision of the Agreement; if the Agreement is terminated by the College, and the College has to award the work to other party on higher rate, the Successful Bidder has to compensate the difference of cost for entire remaining period of Agreement to the College

SECURITY DEPOSIT:-

03% of the annual contract value shall be submitted by the Successful Bidder as security deposit in the form of Bank Guarantee / FDR of any nationalized / scheduled bank in favor of PRINCIPAL -GMC-BUDAUN for a period of 36 months within 15 (Fifteen) days from the receipt date of award letter issued by the College. The College shall be entitled to claim / adjust any due amount from the said security deposit.

MODE OF PAYMENT:-

01. On the basis of satisfactory work performance.
02. Financial rules will be followed.

SETTLEMENT OF DISPUTE AND ARBITRATION:-

In the event of any dispute or difference between the parties relating or concerning to the interpretation of the contract or any alleged breach there of or any matter relating to this contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves. The dispute shall be so settled whether the same has arisen during the subsistence of the contract or thereafter. In the event of any dispute or differences arising in connection with the Agreement whether during the subsistence of the contract or thereafter not being settled in aforesaid

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राजकीय मेडिकल कालेज
बदायूं (उ० प्र०)

Kajeev Kumar Gupta
ADVOCATE
NOTARY PUBLIC
BUDAUN (U.P.) INDIA
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Bio Medical Waste
Mathura
Disposal Agency

manner, the matter shall be referred to the PRINCIPAL for arbitration whose decision shall be final and binding on the parties. The proceedings before the arbitrator would be governed by the provisions of the ARBITRATION AND CONCILIATION ACT, 1996. During the proceedings of any in-house investigation of inquiry it shall not be open to either of the parties to be represented through a lawyer. The Court of Budaun shall have exclusive jurisdiction in all matters arising out of the contract.

STAMP DUTY:-

Stamp duty livable on Agreement shall be borne by the Successful Bidder.

PERFORMANCE INDICATORS:

PARAMETERS	ESSENTIAL CEITERIA & SOURCE
1. Transportation of BMW	1. From VTS data saved in the BMW MIS. 2. Labeling of the vehicle. 3. Safe enclosure of the BMW inside the vehicle.
2. Treatment of BMW	1. All BMW treatment equipment are in working condition. 2. Compliance of treatment method as per 'rules'. 3. Records of BMW treatment/operation & log book maintained by service provider. 4. Power consumption and fuel logs.
3. Disposal of BMW	1. BMW disposal log maintained by service provider 2. Compliance of treatment method as per 'rules'. 3. Records of BMW treatment/operation logs maintained by service provider. 4. Verification of equipment/ infrastructure in working condition.
4. Monitoring and management of emissions and waste water discharges and management of fuel, power etc.	1. Whether monitoring and management of emission and waste water discharges from service provider are done in accordance with 'rules'. 2. Mandatory record of emission analysis and effluent quality Analysis reports.
5. Training of personnel in BMW management and handling rules	1. Record of training done of service provider staff. 2. Awareness of personnel on BMW collection, transportation, handling and disposal methodology.
6. Appropriate immunization of personnel.	The service provider staff health check-up record including Immunization records of the personnel engaged with service provider.

RULES OF INCINERATION:-

01. The contractor/agency shall take all the all bio- medical waste materials collected from College and will dispose it off as per the norms laid down by the Govt. of India / Pollution Control Board as revised from time to time.
02. The whole procedure from collection at Central Collection Site to the BMWTF-SP for disposal process itself should be strictly as per the norms laid down by Utter Pradesh Pollution Control Board.
03. The College representative for biomedical waste management shall have full authority to make surprise inspections of BMWTF-SP and report back to the College authorities.
04. Daily Collection timings for bio-medical waste should be between 09:00 am to 5:00pm on all days; however, if additional biomedical waste is generated, arrangement should be made for additional collection by transport vehicle on receipt of information / demand.

05. The contractor / agency will have to ensure that the Bio-medical waste will not store more than 24 hours in the central BMW storage point.

Deponer
प्रधानाचार्य
उत्तर प्रदेश मेडिकल कालेज
बदायूँ (उ० प्र०)

Rajeev Kumar Gupta
ADVOCATE
NOTARY PUBLIC
BUDAUN (U.P.) INDIA
20 DEC 2023

Deponer
Bio Medical Waste
Mathura
Disposal Agency



INDIA NON JUDICIAL



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Government of Uttar Pradesh

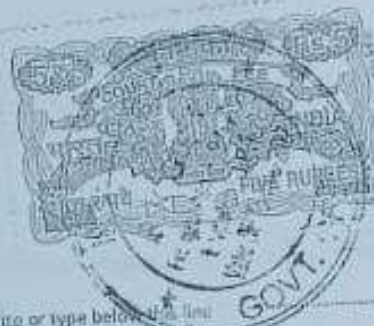
e-Stamp



Certificate No.
 Certificate Issued Date
 Account Reference
 Unique Doc. Reference
 Purchased by
 Description of Document
 Property Description
 Consideration Price (Rs.)
 First Party
 Second Party
 Stamp Duty Paid By
 Stamp Duty Amount(Rs.)

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 : 17-Nov-2023 11:33 AM
 : NEWIMPACC (SV)/ up14130504/ BUDAUN/ UP-BDN
 : SUBIN-UPUP1413050442997144695707V
 : BIO MEDICAL BEST DISPOSAL AGENCY MATHURA
 : Article 19 Certificate or other Document
 : Not Applicable
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 : BIO MEDICAL BEST DISPOSAL AGENCY MATHURA
 : Not Applicable
 : BIO MEDICAL BEST DISPOSAL AGENCY MATHURA
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AGREEMENT

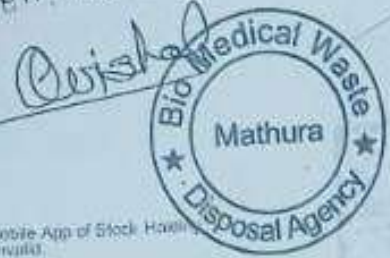
This agreement subjected to terms and conditions of tender is made and entered into this date 19.12.2023 by and between the both parties, The principal (Which will be called the first party) on behalf of Government Medical College, Badaun (U.P) and the lowest service provider (Which will be called the second party) M/s Bio Medical Waste Disposal Agency Mathura having registered address: Office- 55, Krishna Orkid Goverdhan Road, Mathura-281001 which will be called the second party/service provider Whereas the medical college has invited the offers for "Selection of Common Bio-Medical Waste treatment facility Service provider for collection from central BMW storage point and Final Disposal of all category of Bio-Medical Waste" through Gem Bid ref:- GEM/2023/B/4032767 , Dated:- 02.10.2023 and whereas the service provider has submitted its tender which was accepted by the medical college. GEM-511687726405321 dated:- 19.12.2023.

SCOPE OF WORK:-

Collection of Bio-medical waste from central BMW storage point, transportation and final disposal of all Category of Bio-medical waste generated from Medical College Budaun

[Signature]
 प्रधानाचार्य
 राजकीय चिकित्सालय
 बदायुँ (उ० प्र०)

[Signature]
Rajeev Kumar Gupta
 ADVOCATE
 NOTARY PUBLIC
 BUDAUN (U.P.) DISTRICT
 20 DEC 2023



1. The authenticity of this Stamp can be verified at www.stamptesting.com or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. as available on the website / Mobile App wherever it is available.
 2. In case of any discrepancy please inform the Competent Authority.