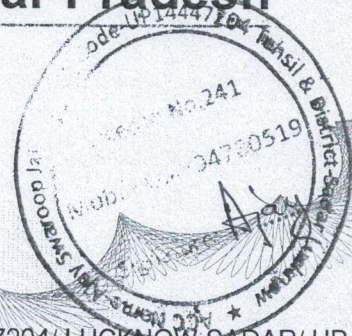




सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP63816140492651T
Certificate Issued Date : 10-Dec-2021 02:29 PM
Account Reference : NEWIMPACC (SV)/ up14447204/ LUCKNOW-SADAR/UP-LKN
Unique Doc. Reference : SUBIN-UPUP1444720417859438971626T
Purchased by : AWADH ENTERPRISES
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : AGREEMENT
Consideration Price (Rs.) :
First Party : AWADH ENTERPRISES
Second Party : Not Applicable
Stamp Duty Paid By : AWADH ENTERPRISES
Stamp Duty Amount(Rs.) : 2,100
 (Two Thousand One Hundred only)



Agreement No..667/..2022-2021
 Agreement Register
 Page No..1.8.8..Vol. No..VII

-----Please write or type below this line-----

Finance Officer
 S.G.P.G.I.M.S. Lucknow

KC 0004502021

Statutory Alert:

Lt Col Varun Bajpai VSM

Executive Registrar
 SGPIMS, Lucknow

Legitimacy of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

Lt Col Varun Bajpai VSM

Executive Registrar
 SGPIMS, Lucknow

This agreement is made on the day of December, 2021, at Lucknow.

BETWEEN

Sanjay Gandhi Post Graduate Institute of Medical Sciences, Raebareli Road, Lucknow, hereinafter referred to as '*Institute*', on the one part.

AND

M/S Awadh Enterprises, Flat no. B-202, Galaxy Height Apartment, Sector-4, Vrindavan Yojana, Raibareli Road, Lucknow-226025, hereinafter referred to as '*Service Provider*', (which expression shall include its legal representative, successors, agents and assigns) on the other part.

WHEREAS the Institute had invited offers for "Bio-Medical Waste Management Services" through GeM Bid no. GeM/2021/B/1285611 dated 15.06.2021.

AND WHEREAS the Service Provider has submitted its offer which was accepted by the Institute.

Now this agreement witnesses as follows and parties hereto agree to:-

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the terms & conditions of contract hereinafter referred to.

1. PERIOD OF CONTRACT AND ITS RENEWAL:

- (a) The life of the contract shall be for a maximum period of 03 (three) years from the date of execution of agreement.
- (b) In the first instance, the contract would be for a period of one year. Thereafter, the contract shall be renewed for further periods of one year each, on the request of the contractor, made in writing at least three months before the date of expiry of the period of contract, or the extended period of contract, as the case may be, and upon receipt of satisfactory performance report, on such request and need of the Institute.
- (c) Each renewal of contract shall be made on the same terms and conditions on which the initial agreement has been entered into.
- (d) Subject to other conditions of the contract, the minimum period for the running of the contract is 1 (one) year, during which the service provider cannot withdraw from its obligations under the contract.
- (e) In all circumstances and eventualities, whether arising out of expiry of the period of contract or its non-renewal or termination or withdrawal, the service provider shall have to continue the work till such time that a new or alternate arrangement is made by the Institute.

(Prakash Singh)
Officer Incharge Contract Cell/
Joint Director (MM)

[Signature]

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

Page 01

[Signature]
Finance Officer
S.G.P.G.I.M.S., 'ko.

For M/s Awadh Enterprises

[Signature]

Proprietor

[Signature]

[Signature]

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

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1. **SECURITY DEPOSIT.**

- (a) The Institute hereby acknowledges receipt of security deposit of the above amount of **Rs.4,00,500.00 (Rs. Four Lacs and Five Hundred Only)** i.e. 03 % of **Estimated Annual contract value in the form of Bank Guarantee No. 0016IPEBG210001 dated 14.12.2021 drawn on Arvart Bank, Uttarthiya, Lucknow. valid for a period from 14-12-2021 to 13.12.2025 in favour of DIRECTOR, SGPGIMS, Lko.**
- (b) The security deposit would also stand forfeited, in its entirety, in case the service provider/service provider withdraws in violation of "Period of contract".
- (c) The security deposit shall be released, or refunded, as the case may be, only upon expiry of a period of 6 (Six) months after the expiry of the contract or its termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said Security Deposit.
- (d) The security deposit would also stand forfeited, in its entirety, in case the service provider/service provider withdraw in violation of "Period of contract".

2. **COMMENCEMENT OF WORK:** (w.e.f 15.12.2021) As per Gem Contract no. GEMC-511687722251918 dated 03.12.2021

3. **TAXES AND DUTIES:-**

- (a) Statutory levies like Turnover Tax, Income Tax deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the Service provider.

4. **NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-**

- (a) Neither party shall be entitled to withdraw from the contract during initial period of one year.
- (b) After expiry of the initial period of one year, either party shall be entitled to withdraw from the contract after serving three-month notice in writing to the other party in this behalf.
- (c) Notwithstanding any other provision contained herein, in all cases of withdrawal from contract or termination of contract, the Service provider shall have to continue the work under the contract till an alternative arrangement is made by the Institute. In the event of failure to observe this condition, the entire Security Deposit, as also any and all other dues, lying with the Institute, would stand forfeited.

5. **TERMINATION OF AGREEMENT:**

After giving opportunity of being heard to the Service Provider, in a summary proceeding, the Institute may terminate the contract in the event of:-

- (a) Breach of any of the terms and conditions of this contract.

(Prakash Singh)
Officer Incharge Contract Cell/
Joint Director (MM)

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

Finance Officer
S.G.P.G.I.M.S., Lko.

For M/s Awadh Enterprises
S. D. Singh

Proprietor

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

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- (b) Any document or information uploaded by the Service Provider, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- (c) The service provider submitting to the Institute materially false or incorrect reports.
- (d) Interference, in any form, during any inspections by an inspector nominated by the Director.
- (e) The service provider fails to observe agreed service standards or fails to provide Services in conformity with Institute; instructions or procedures or protocol.
- (f) The presentations and declarations made by the service provider before entering into the contract with regards to its performance of Services, functions etc., are found to be false and misleading.
- (g) The service provider goes into liquidation or is wound up or dissolutions proceedings are initiated.
- (h) If liquidator or Receiver is appointed to take possession of undertaking, business or assets of Service Provider
- (i) Changes in the Ownership or Management of the Service Provider

6. ASSIGNMENT:-

Service provider shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

7. GOVERNING LAW:-

BMWM Rule 2016 and its amendments and the law of India shall apply to the Contract arising out of bid. The Courts at Lucknow shall have exclusive jurisdiction in all matters arising out of the contract.

8. ACTS OF GOD & OTHERS:-

Neither party to the Agreement shall be responsible for any delay in performance of any terms and conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

9. SETTLEMENT OF DISPUTE AND ARBITRATION:-

- (a). In the event of any dispute or difference between the parties relating to or concerning the interpretation of the 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 only when the same has arisen during the subsistence of the contract. No party shall be allowed to be represented by a legal expert/lawyer during any proceeding of mutual discussion and consultation.

(Prakash Singh)
Officer Incharge Contract Cell,
Joint Director (MM)

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

Finance Officer
S.G.P.G.I.M.S., Iko.

For M/s Awadh Enterprises
SIR 22/04

Proprietor

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

(b) In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract which could not be settled in terms of sub-clause (a) hereinabove, OR in the event of any dispute or differences, arising in connection with the contract at any time after the expiry thereof, same shall be referred to the Sole Arbitrator to be appointed within three months of raising of such disputes by the Director, under the provision of the ARBITRATION AND CONCILIATION ACT, 1996. The place of arbitration shall be Lucknow only.

(c) The Courts at Lucknow only shall have exclusive jurisdiction.

10. STAMP DUTY:-

E-stamp duty certificate no. no. IN-UP63816140492651T dated 10TH Dec. 2021 Rs. 21,000.00 has been furnished through e-stamp.

Stamp duty leviable at the time of execution of this Agreement or at later date shall be borne by the Service provider.

11. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-

- (a) Neither party shall be entitled to withdraw from the contract during initial period of one year.
- (b) After expiry of the initial period of one year, either party shall be entitled to withdraw from the contract after serving three-month notice in writing to the other party in this behalf.
- (c) Notwithstanding any other provision contained herein, in all cases of withdrawal from contract or termination of contract, the Service provider shall have to continue the work under the contract till an alternative arrangement is made by the Institute. In the event of failure to observe this condition, the entire Security Deposit, as also any and all other dues, lying with the Institute, would stand forfeited.

12. Deliverables by Service Provider:

- (a) The Service Provider shall provide the Services in the designated area during such time in the day as may be specified for that particular area from time to time
- (b) All manpower deployed for the Services shall wear such dress as may be specified by the Institute from time to time and display the I'd card at all times.
- (c) The Service Provider shall ensure that there is no disruption of services because of absenteeism of human resource. The Service Provider must have and alternative backup plan for continued availability of human resource to ensure that there is no disruption to the services.
- (d) The work order may be issued in parts, based on actual quantities required at a particular time. Additional quantities will be asked for as and when new areas of work are started with due Government permission.

(Prakash Singh)

Officer Incharge Contract Cell
Joint Director (MM)

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

Finance Officer
S.G.P.G.I.M.S., I.K.O.

For M/s Awadh Enterprises

Proprietor

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

13. RESPONSIBILITIES OF THE SERVICE PROVIDER:

- (a) The Service provider shall provide all the Services as provided in Section-III. The Service provider shall provide such Services on all working days/shifts and even on holidays.
- (b) Apart from providing the aforesaid Services, as and when called for the Service provider shall discharge any other duties, which in the opinion of the Institute are within the SCOPE OF WORK of the Service provider, and the Service provider shall carry out such duties with diligence and care.
- (c) The Service provider shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personnel to this effect.
- (d) The manpower deployed by the Service Provider for carrying out the services under the terms of the contract shall be employees of the Service provider. No relationship of master and servant is created between the deployed manpower and the Institute under this contract. The Service provider shall be solely responsible for their affairs and will be under mandatory / obligation to comply with the statutory obligations such as EPF, GST, ESIC, Bonus, Gratuity and Statutory leave etc. as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the Institute. In the event any such claims made by the personnel of the Service provider on the Institute, the Service provider shall be wholly responsible and Service provider shall indemnify the Institute against any such claims, either monetary or otherwise.
- (e) Service provider shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the Service provider. The Service provider shall indemnify the Institute from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all manpower engaged by Service provider.
- (f) In case the Service provider fails in fulfilling the obligations of work/service under the contract, fully and in time, the Institute shall have the absolute right to take up the work at the Service provider's cost and risk, and recover all such expenses from the amounts due to the Service provider including their Security Deposit.

(Prakash Singh)
Officer incharge Contract Cell/
Joint Director (MM)

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

Finance Officer
SGPGIMS, Lucknow

For M/s Awadh Enterprises
Sincerely

Proprietor
[Signature]

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

- (g) The Service provider will post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work/ Services as per direction of the Nodal Officer or by such officer as may designated by the Institute. The Service provider is overall responsible for the good conduct and character of the manpower deployed. Service provider is expected to be duly diligent to carry out background check of every manpower before deploying it with the Institute and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the service provider.
- (h) They will have to abide by the applicable Minimum Wages Rules and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable. The Service provider shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the Services and indemnify the Services under the Agreement to be executed between Institute and Service provider and shall indemnify the Institute and its officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof. The Service provider and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Institute as principal employer shall be deducted from the bills of the Service provider and the full amount shall be recovered from the security deposit and subsequent monthly bills of the Service provider.
- (i) The Service provider shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the Service provider shall be under obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Nodal Officer. The Service provider shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The Institute shall not be held accountable or responsible under this head with regard to staff on the rolls of the Service provider in any manner whatsoever.

14. CONSIDERATION/ COMPENSATION/PAYMENT:-

- (a) The Service provider shall submit monthly bill in duplicate to the Institute for the Services rendered by the Service provider in the preceding month. The payment shall be released after satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.

(Prakash Singh)
Officer Incharge Contract Cell/
Joint Director (M)

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

Finance Officer
S.G.P.G.I.M.S. Iko

For M/s Awadh Enterprises


Proprietor


Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

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- (b) The Service provider shall submit bills complete in all respect in the first week of every month. Subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the Service provider within 30 days from the date of receipt of bills, submitted along with proofs of payment under statutory obligations.
 - (c) The Service provider would also fully indemnify any legal and financial liability bestowed upon the Institute in respect to the personnel employed/deputed under the Agreement executed between Institute and Service provider.
 - (d) The Service provider shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the Service provider. Institute shall be indemnified from any dispute/claim arising out of the work done under the contract by the Service provider. The Service provider shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfillment of the terms of the contract. The Service provider will make full arrangement and responsible for safety and security of all such staff.
 - (e) The Service provider shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the Service provider. Institute shall be indemnified from any dispute/claim arising out of the work done under the contract by the Service provider. The Service provider shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfillment of the terms of the contract. The Service provider will make full arrangement and responsible for safety and security of all such staff.
 - (f) If at any later date, it is found that the information, documents and certificates submitted by the Service provider/Contractor are wrong / forged / fake/ false or manipulated, bid/ Contract shall be cancelled and EMD/Security deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at anytime it is also found that any type of liability/ responsibility fixed on the Institute or its employees by any Government or local bodies regarding the bid/contract, the total responsibility will have to be borne by the Bidder/Contractor.

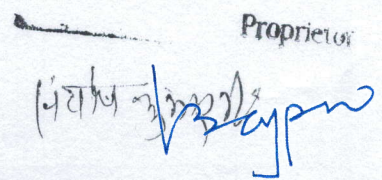
15. **COMPLIANCE OF LABOUR STATUTES:**

- (a) The Service provider shall comply with all the statutes pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.


 (Prakash Singh)
 Officer Incharge Contract Cell/
 Joint Director (MM)
Lt Col Varun Bajpai VSM
 Executive Registrar
 SGP GIMS, Lucknow


 Finance Officer
 S.G.P.G.I.M.S., Lucknow

For M/s Awadh Enterprises
 S.K.M.

Proprietor


Lt Col Varun Bajpai VSM
 Executive Registrar
 SGP GIMS, Lucknow

- (b) The Service provider shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Service provider engages 20 or more personnel in the Institute premises, the Service provider shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- (c) It will be the sole responsibility of the Service provider to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.

16. CONTROL & SUPERVISION OF SERVICE PROVIDER'S PERSONNEL:

- (a) The Service provider shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of the personnel deployed in the Institute's premises.
- (b) In the event of the work carried out by the Service provider or its personnel if being not found satisfactory, the Service provider upon advice, directions or orders from the Institute shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.
- (c) The Service provider shall ensure that the personnel engaged by them shall remain on the premises of the Institute as per timings indicated by the Institute. However, prior permission will have to be obtained by the Service provider/its supervisors from the Institute in the event of Service provider/its personnel being required to remain on the Institute's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

17. DAMAGES TO PERSON & PROPERTY:

- (a) The Service provider shall ensure that all manpower deployed for carrying out the terms of contract is duly covered and registered under beneficial insurance scheme of ESI corporation and their contribution is regularly deposited to meet any eventuality of accidents (fatal or otherwise) or injuries. The Successfully Bidder shall submit along with his monthly bills, proof of deposit of ESI of all manpower deployed during the period of the bill.
- (b) The Service provider shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel deployed by the Service provider against any accident or injury etc. suffered by the personnel of Service provider during the course of his employment.

For M/s Awadh Enterprises

(Prakash Singh)
Off. in Charge Contract Cell/
SGPGIMS, Lucknow
Lt Col Varun Bajpai VSM
Executive Registrar

Finance Office
S.G.P.G.I.M.S.

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

- (c) The Service provider shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the Service provider in carrying out the contract and against all costs and expenditures incurred by the Institute in connection therewith.
- (d) The Institute shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
- (e) If in the course of execution of the contract by the Service provider any damage is caused by the Service provider or its personnel deployed in the Institute's premises to persons and property of the Institute, the Service provider shall be liable for the same and indemnify the Institute against such damages. Service provider shall also render all assistance and cooperation to the Institute in the event of any inquiry relating to any accident.
- (f) In case of any lapse, default and negligence, fraud etc. on the part of the Service provider or its personnel deployed in the Institute's premises, due to which the Institute suffers any loss, the Service provider shall be responsible to indemnify the loss and damages to the Institute. However, Institute will be at liberty to recover such losses from his security deposit and/or other payments due to him.
- (g) The Service provider shall indemnify the Institute against any action, proceedings, claims or demands of any persons(s), or its personnel made against the Institute in respect of Services. The Service provider shall also indemnify the Institute for any commission or omission or default on the part of the Service provider, its personnel or agents which the Institute may have to pay, incur or sustain by reasons of any such action, proceedings, claims or demands or otherwise in relation thereto, or for any reasons whatsoever.

18. Miscellaneous Liability/Responsibility:

- (a) The Service provider shall not divulge any information confidential or otherwise that he may come across. The Service provider has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. It is specifically made clear to the Service provider that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right on the Service provider and or for its personnel, including the right to tenancy, sub-tenancy etc.
- (b) Any financial liability arising to the Institute under the contract shall be deducted from the bills of the Service provider and if the full amount is not recovered then the same shall be recovered from the security money of the Service provider.

For M/s Awadh Enterprises

(Signature)
 Prakesh Singh
 Officer Incharge Contract Cell/
 Joint Director (MM)
 Lt Col Varun Bajpai VSM
 Executive Registrar
 SGP GIMS, Lucknow

(Signature)
 Finance Officer
 S.G.P.G.I.M.S.

(Signature)
 Proprietor
 Lt Col Varun Bajpai VSM
 Executive Registrar
 SGP GIMS, Lucknow

- (c) The Service provider and their staff/personnel shall follow the instructions/directions/orders/rules and regulations of the Institute in force or as amended from time-to-time by the competent authority of the Institute or officer nominated by the Institute or Nodal officer of the Institute. The Service provider on the direction, orders or advice of the Institute will be under mandatory obligation to change the personal immediately.
- (d) The Director of the Institute or any officer authorized by the Institute may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Institute or the Director of Institute may investigate into any complaint regarding default in terms and conditions of bid/Agreement committed by the Service provider.
- (e) No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the Service provider.
- (f) The Service provider shall follow the employment reservation law/order as applicable in Uttar Pradesh Government.

19. FRAUD AND CORRUPT PRACTICES

- i. The Service providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the NOA and during the subsistence of the contract. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract, the Authority may reject a bid, withdraw the NOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or service provider, as the case may be, if it determines that the Bidder or service provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Tender Documents and/ or the Contract, or otherwise.
- ii. If a Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the NOA or the execution of the contract, such Bidder or service provider shall not be eligible to participate in any tender or RFQ or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly

For M/s Awadh Enterprises

Proprietor

Finance Officer
S.G.P.G.I.M.S.

Lt Col Varun Bajpai VSM

Executive Registrar
SGPGIMS, Lucknow

(Prakash Singh)

Contract Cell,
Director (MM)

Lt Col Varun Bajpai VSM
Executive Registrar
SGPGIMS, Lucknow

or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case may be.


iii. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

20. **Corrupt practice** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the NOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the NOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the NOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (a) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
- (b) **coercive practices** mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding process;
- (c) **Collusive Practices** means a scheme or arrangement between two or more service providers, with or without the knowledge of Authority, designed to influence the action of any party in the Bidding process;
- (d) **undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii) having a Conflict of Interest; and
- (e) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.
- (f) **Use of contract documents and information**


 Prakash Singh
 Officer Incharge Contract Cell,
 Joint Director (MM)

Lt Col Varun Bajpai VSM
 Executive Registrar
 SGP GIMS, Lucknow


 Finance Officer
 S.G.P.G.I.M.S

For M/s Awadh Enterprises


 SKM

Proprietor

Lt Col Varun Bajpai VSM
 Executive Registrar
 SGP GIMS, Lucknow

- (1) The service provider shall not, without the Authority's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Authority in connection therewith, to any person other than the person(s) employed by the service provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- (2) Further, the service provider shall not, without the Authority's prior written consent, make use of any document or information mentioned in sub-clause 2.2.1 above except for the sole purpose of performing this contract.

21. Monthly Payment


Sl. No.	Name of Description	Total Cost of Bio-medical Waste Management Services/ Months
1.	Total cost of Comprehensive Bio-Medical Waste Management Services which includes the cost of Manpower, cost of Collection, transportation, treatment disposal, Operation (including fuel & Electricity) and Maintenance/repair of equipment, BMWIS and any/all statutory activity as per BMW Latest Rules, as One complete Job/Month, in INR for the Institute including Apex Trauma Centre for 1609 Beds. 558 Beds are likely to increase in Emergency Medicine Department and Kidney Transplant Centre. The Contract is being executed for total number of 1609 beds for which payment of Rs. 11,12,355.00 per month will be made on actual average number of active beds in the month calculated proportionately. In case of increase in number of Beds beyond 1609, the payment on pro-rata basis shall be made.	Rs. 11,12,355.00 (inclusive of all taxes and duties)
Total Rs.		11,12,355.00 ✓

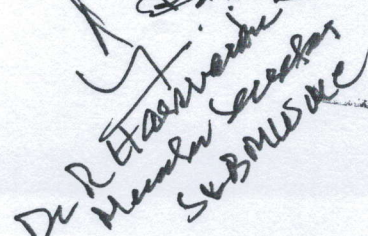
22. PAYMENT TERMS

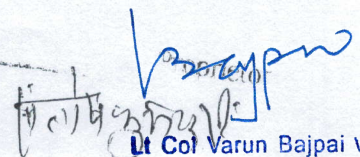
- (a) The Service provider shall submit monthly bill in duplicate to the Institute for the Services rendered by the Service provider in the preceding month. The payment shall be released after satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.
- (b) The Service provider shall submit bills complete in all respect in the first week of every month. Subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the Service provider within 30 days from the date of receipt of bills, submitted along with proofs of payment under statutory obligations.
- (c) The Service provider would also fully indemnify any legal and financial liability bestowed upon the Institute in respect to the personnel employed/deputed under the Agreement executed between Institute and Service provider.
- (d) The Service provider shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the Service provider. Institute shall be indemnified from any dispute/claim arising out of the work done under the contract by the Service provider. The Service provider shall


 (Prakash Singh)
 Officer Incharge Contract Cell/
 Joint Director (MM)

Lt Col Varun Bajpai VSM
 Executive Registrar
 SGPIMS, Lucknow


 Finance Officer
 S.G.P.G.I.M.S. - 1st KO.


 Dr. R. K. Singh
 Member Secretary
 SUBMISSION


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 Executive Registrar
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be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfilment of the terms of the contract. The Service provider will make full arrangement and responsible for safety and security of all such staff.

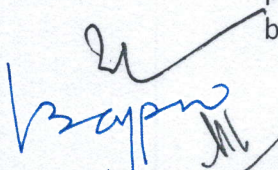
- (e) If at any later date, it is found that the information, documents and certificates submitted by the Service provider/Contractor are wrong / forged / fake/ false or manipulated, bid/ Contract shall be cancelled and EMD/Security deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found that any type of liability/ responsibility fixed on the Institute or its employees by any Government or local bodies regarding the bid/contract, the total responsibility will have to be borne by the Bidder/Contractor.
- (f) **Payment Terms:** Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract.
- (g) Payment shall be released against submission of monthly bills in triplicate by the service provider for satisfactory performance of work, which shall be certified by the Nodal officer/ Medical Superintendent/ Chief Medical Superintendent. The bidder will submit the wage payment statement of workers and their EPF and ESI deposit challan of the preceding month with nominations of employees' wages along with their monthly bill.
- (h) Finance department shall make the payment to the service provider as per agreement after deduction of income tax or other taxes as applicable, penalty (if any) and other statutory levies from each bill as per rules.
- (i) **Billing Value**
- Payment for the services will be made as per the contract value as One Comprehensive Job Work at the end of the month.
 - Simultaneously, a record of visits and BMW collection shall be maintained in register form by the Institute and service provider. Evidence of visits and BMW collection shall be generated by the POS in the form of labels. The same shall be signed by representatives both of Institute and service provider.

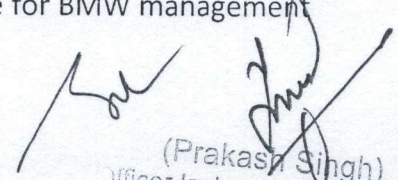
23. Escalation:

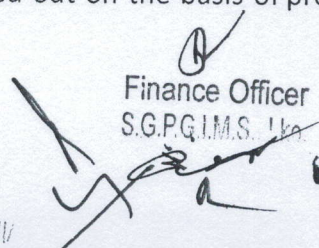
- No escalation shall be provided for the first year.
- The escalation in labour wages by UP government and increase in the cost of Diesel will be as per actual will be applicable on yearly basis after one year of contract agreement subject to satisfactory performance.

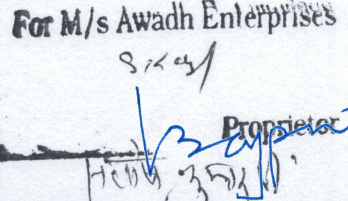
Variation in Scope of Work:

Sanjay Gandhi Post Graduate Institute of Medical Sciences (SGPGIMS) may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of pro-rata based on per bed rate for BMW management


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For M/s Awadh Enterprises
Proprietor
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24. PENALTY:

Penalties will be levied in case of underperformance and the penalties will be deducted from the monthly payments of the service provider. The penalties will be as follows:

Offences	Penalty (in Rupees)
Failing to collect waste from the designated points at the specified time	Rs. 1000/- per instance
Absence of personal protective gears	Rs. 500/- per instance.
Absenteeism/Under deployed	Rs. 1000/- per instance
Complaints are not registered or not redressed	Rs. 500/- per instance
For any other breach, violation or contravention of any terms and conditions	Rs. 5000/- will be imposed per instance
In case the services remain consistently unsatisfactory for a period of more than 2 weeks	Penalty of 5% of the annual contract value will be imposed

- (i) The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account.
- (ii) Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
- (iii) The Service Provider shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Provider to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
- (iv) The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.
- (v) The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.
- (vi) The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
- (vii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
- (viii) All applicable taxes and duties, GST, etc. shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.

(ix) The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

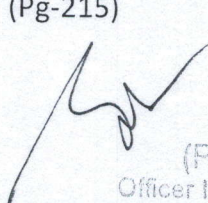
(x) In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.

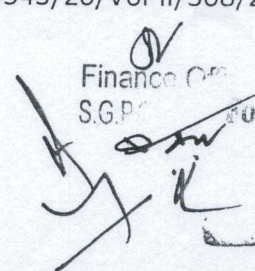
25. Breach of contract

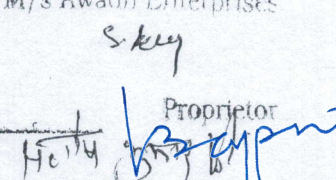
The following conditions shall specify breach of contract and buyer shall have right to immediately terminated the contract.

1. Cumulative penalties reach 10% of the contract value
 2. Repeated breach of SLAs beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
 3. In case of major default on the part of the Service Provider, the Buyer may provide a 24 hour written notice terminating the contract to the Service Provider.
26. The following documents shall be deemed to form and to be construed as part of this Agreement:-
- (a) GeM Bid no. GEM/2021/B/1285611 dated 15.06.2021(at F/81-96) & Custom Bid Add on Terms & Condition. (Pg-134-135 & 89-116)
 - (b) Gem Bid Opened on 28.06.2021. (Pg-139-140)
 - (c) Technical Comparative Chart and Minutes of Tender evaluation Committee (Pg-143-144)
 - (d) CRFC dated 23.07.2021. (Pg-159-164)
 - (e) Technical Report uploading on Gem Portal .dated 20.09.2021(Pg-165)
 - (f) Financial Bid downloaded from GeM Portal dated 23.09.2021(Pg-169-170)
 - (g) Extension of Tender Validity of Bidder (Pg-171-172)
 - (h) Financial Comparative chart.(Pg-174)
 - (i) Rate Justification given by Nodal Officer dt. 05-10-2021.(Pg-175-176)
 - (j) CRFC dated 06.10.2021 (Pg-186-190)
 - (k) Techno Commercial Meeting with firm M/s Awadh Enterprises Lko. Dated 26.10.2021 and 27.10.2021 minutes of Tender Evaluation Committee.(Pg-200-203)
 - (l) CRFC dated 27.10.2021(Pg-204-208)
 - (m) GeM Contract No.GEMC-511687722251918 dated 03.12.2021 (Pg-211-214)
 - (n) Gem Sanction order no. 511687722251918 dated 03.12.2021.(Pg-210)
 - (o) Work Order/ Letter of Intent in favour of M/s Awadh Enterprises. Ref No.PGI/Contract/222/File RSD No.4543/20/Vol-II/308/21 dated 09.12.2021 (Pg-215)


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S.G.P. for M/s Awadh Enterprises


Proprietor

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- (p) Acceptance letter No. AE/151/21 of M/s Awadh Enterprises Lko dated. 10.12.2021.(Pg-223)
- (q) E-Stamp Paper certificate no. IN-UP63816140492651T dated 10 Dec 2021 Rs. 2100 by M/s Awadh Enterprises Lko dated 10 Dec 2021 .
- (r) Security deposit of Bank Guarantee No.0016IPEBG210001 dated 14.12.2021 Rs. 400500 in favour of Director SGPGIMS,Lko. Drawn on Aryavrat Bank Lko. Valid upto 13.12.2025
- (s) Photocopy of Security Deposit (Original kept in security lock, managed by Finance & Accounts department)
- (t) Other documents.

27. SCOPE OF WORK :-

1. The Services shall broadly consist of Segregation of biomedical waste into containers or bags at the point of generations, Collection, Transportation, Interim storage, Treatment & Disposal of Waste as per the 'BMWM Rules 2016 amended upto 2019' or its subsequent amendment/s, if any for biomedical waste management in the institute.
2. The service provider will collect the waste from various points within the hospital as per instructions of the Nodal officer.
3. The average bio-medical waste generated by the hospital is 1800 to 2000 Kg per day with the bed strength of **1050+ beds**, which is likely to increase.
4. The service provider will have to **deploy workers** for collecting the waste from designated points in the hospital and place the waste in the In-house BMWM Plant.
- ✓ 5. The waste has to be segregated and collected 24 hrs in a day from the designated points in the hospital by ensuring change of bin bags every time. Any deviation in the frequency of collection will invoke penalty. The timings for collection of waste from the hospital is as follows:
 - a. **Morning: 6-7 am, 10-11 am**
 - b. **Afternoon: 3-4 pm, 7-8 pm**
 - c. **Evening: 11-12 am and also as per instructions of Nodal officer**
6. A designated place for storing the waste which will be In-house BMWM Plant will be provided by the Authority where the waste from various points within the hospital will be stored. The service provider will have to **ensure that the Bio-medical waste is not stored for over 48 hours in the store.**
7. The firm shall ensure that the BMWM & its treatment is in accordance with the 'Rules'.
8. The service provider shall ensure regular segregation of biomedical waste into containers or bags at the point of generations and collection of segregated BMW from all the areas of the institutes and safe transportation of bio-medical waste in vehicles specially designated (and labelled) for the purpose, **as per rule. (collection & transportation must be carried by service provider in his own trollies)**

For M/s Awadh Enterprises

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9. Segregation of autoclaved waste will need to be done as they will subsequently be sold to authorized recyclers. Collection card board from entire hospital including Apex Trauma Centre will be the bidder's responsibility.

Number of BMW Plant

i). SGPGI main campus- 02 Incinerator 100kg/hr 04 Autoclave

1 Shredder Average diesel consumption- 60 litre/ hour

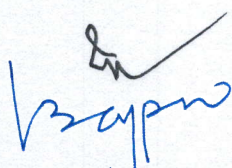
ii) Apex Trauma Centre → 01 incinerator 50 kg

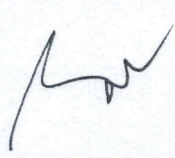
01 Autoclave

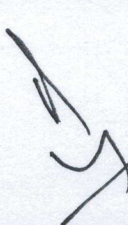
01 Shredder

Distance between two plants s approx. 2 km

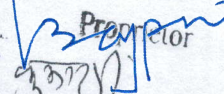
10. The successful bidder will be responsible for operation, maintenance, fuel, monitoring, record maintenance, preparation of annual report and all other statutory obligations as per the guidelines of UPPCB and BMW rules 2016 amended upto 2019.
11. The service provider will also monitor and manage emissions and waste water discharges in accordance with prevailing Regulations.
12. Firm shall ensure training of all personnel engaged by it in aspects of BMW management. It shall also assist in training of healthcare personnel at Healthcare Facilities, furnishing of detailed operations and maintenance manual as well as Training manual for each unit.
13. The Bidder shall have weighing system for recording the weight of different category of the waste. The generated waste shall be weighed in presence of Institution representative and shall be recorded in appropriate schedule under BMW Rules, 2016.
14. The Bidder shall maintain records related to segregation, collection, storage, transportation, treatment and disposal in accordance with 'Rules' and make available the same to the authority or its representative as required.
15. Occupier shall ensure that all personnel engaged by it are immunized and undergo periodic health check-ups.
16. Before signing of the contract, both parties shall conduct a joint verification of bed complement of the hospital covered under the contract. Also, the bidder shall have to agree that if at any time in the contract period, if there is an increase in bed capacity or new facility gets added he shall carry out the services on the same rates applied pro-rata to increased number of beds.


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For M/s Awadh Enterprises
S. K. K. C.


Proprietor
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17. The Authority shall not provide any facilities of Electricity, Water and they will be charged as per actual. Land for landfill for treated Bio-Medical Waste will not be provided by the institute & the approved bidder shall have to arrange the site and transport the treated waste to the site as per the 'Rules'.
18. Service Provider shall carry sufficient inventories to assure ex-stock supply of Consumable & Spares (as per provision of BMW rules 2016 amended upto 2019) for adequate supply of consumables and for effective maintenance of equipment required to provide Satisfactory Services.
19. The service provider will also ensure comprehensive annual maintenance of spares/repairs of the entire system including availability of supply of consumables / spares etc. shall be carried out by the Service Provider.
20. The Service Provider is required to ensure availability of authorized personnel at the treatment facility at least during working hours, who shall receive the instructions from the Nodal officer from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of the contract/tender.
21. **Variation in Scope of Work:** Sanjay Gandhi Post Graduate Institute of Medical Sciences (SGPGIMS) may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of pro-rata based on per bed rate for BMW management.

Note: In case of notification of new BMW Rules and/or CPCB Guidelines, necessary modifications in processes, materials, infrastructure and practices, as applicable, shall be undertaken by contracting parties at the same rate.

(A) Method of Verification of Services and Downtime Obligations

Method of Verification & Evidence Generation of Waste Collection by service provider:

1. A record of category-wise BMW collected, collection date/time and collection location shall be maintained.
2. The waste collection process has to be bar coded from source till site.
3. Vehicle tracking and waste collection data shall be generated by the VTS and POS, and will be automatically fed to the BMW MIS and BMW Control Room (to be established by the service provider).
4. In addition, the POS shall be used to generate labels in duplicate, which shall have the following information:
 - I. Date & time of visit (self-generated)
 - II. Name of Institute (self-generated)
 - III. Weight and colour of bags (fed at the time of weighing and receiving the bag)
 - IV. Unique machine/vehicle code (pre-fed)

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Finance Officer For M/s. ...
S.G.P.G.I.M.S.

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5. Label shall be pasted on the Institute BMW collection registers.

B. Downtime:

1. In case of a breakdown in equipment, it shall be the responsibility of the service provider to ensure that waste collected by it is treated as required by the "Rules". In no case downtime will exceed 5% wherein during the downtime following clauses will apply.
2. In case the service provider does not meet its obligation of waste collection, transportation, treatment & disposal, the Authority shall ensure the same, and cost gap incurred for the same, by alternative means, shall be borne by the service provider.
3. In case of a major equipment failure, the service provider shall be obliged to show evidence of having initiated time-bound remedial measures (including fresh procurement of equipment or material) in order to get a satisfactory Institute Monitoring Committee inspection report.

C. BIOMEDICAL WASTE MANAGEMENT INFORMATION SYSTEM (BMWMIS).

The BMW MIS shall be developed to monitor the BMW Management system, enable service verification and timely payments to the service provider. Bidders are advised to factor this provision while quoting their bid. The service provider shall be obliged to maintain the following data:

- I. The service provider profile including authorisation
- II. Position-wise number of employees
- III. List of equipment with broad specifications
- IV. Treatment capacity and load
- V. Bill/invoice details
- VI. Bank details
- VII. Daily Waste lifted
- VIII. Installation of VTS and POS with Waste lifting vehicle

Service Provider shall have to provide "Bio-Medical Waste Management Services" to the Institute.

- Any other Terms and Conditions as mentioned in the Miscellaneous Terms and Conditions for Services.
28. Other documents viz a viz GeM Bid Tender document, Scope of work, All other terms & conditions of Add on terms condition of "Bio- Medical Waste Management Services" tender document, GeM Bid no. GEM/2021/B/1285611 dated 15.06.2021 shall be applicable in letter and spirit to both the parties.

(Prakash Singh)
Officer Incharge Contract Cell/
Joint Director (MM)

Finance Officer
S.G.P.G.I.M.S., I.ko.

For M/s Awadh Enterprises

Proprietor

29. The entire tender document, word by word, including punctuation marks from page-01 till last page will be indelible part of contract in absolute sense. Further in case of any ambiguity or confusion or need for clarification on any concerned, the terms & conditions, in -verbatim, of the tender document will override the terms & condition of contract and Terms & Conditions of Tender document will be invoked in absolute and indelible way in case of any variance.
30. Contract Agreement shall be effective from 15.12.2021.
31. Contract Value of this Contract Agreement is approximately as per estimated bid value Rs. 1,50,00,000.00

IN WITNESS WHEREOF, parties to this Agreement have put their signatures on the day first above written.

For SGPGIMS, Lucknow.

Finance Officer
S.G.P.G.I.M.S., Lko.

For and on behalf of
Finance Officer

Witness: -

1.
2.

23/05/2022

For M/s Awadh Enterprises

M/S Awadh Enterprises, Flat no.
B-202, Galaxy Height
Apartment, Sector Proprietary
Yojana, Raibareli Road,
Lucknow.-226025

Name and Address

Witness:-

1.
2.

For M/s Awadh Enterprises

S.K.S.
Proprietor

(Prakash Singh)
Officer Incharge Contract Cell,
Joint Director (MM)

Dr R. Harivardhan
Member Secretary
SBMUC

1. Nit
Nishwajit Singh
2. J. K. Singh
1. J. K. Singh

Varun

Varun