



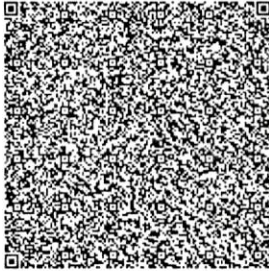
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL77830971317963P
Certificate Issued Date	: 03-May-2017 01:40 PM
Account Reference	: IMPACC (IV)/ dl708803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL70880356348178164079P
Purchased by	: INSTROMEDIX INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INSTROMEDIX INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: INSTROMEDIX INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

MOU / AGREEMENT

This agreement is made on Friday day of 5.5.2017 between M/S Instromedix India Private Limited, A5-A6, Ranjit Nagar commercial Complex, Pragati Chambers, New Delhi - 110008 the consortium Partners (which expression where the context so admits includes his heirs, executors, administrators and assignees), hereinafter, called the Contractor of the one part.

AND

The Municipal Council, Jhunjhunu (Rajasthan) through the Commissioner/ Executive Officer (which expression where the context so admits includes his successors and assignees), hereinafter called the employer/ Concerned Local Body, of the other part.

WHEREAS the employer is desirous of scientific disposal of Bio Medical Waste (CBWTF) for the entire Areas of Churu District, Sikar District & Jhunjhunu District through the nodal agency Municipal Council Jhunjhunu.

For INSTROMEDIX (INDIA) PVT. LTD.

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Statutory Alert:

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(Signature)
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नगर परिषद जूजुनु

(Signature)
Mg. Director/Auth. Sign.

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WHEREAS the contractor of one part has offered his consent for this purpose on dated 01.06.2015 mentioned hereinabove and.

WHEREAS the employer has accepted the said offer and issued a letter to give consent and contract vide letter number 944 dated 26-11-2015.

i.) WHEREBY it is agreed as follows:

Sl. No	Item	Approved Rates
1	For collection, transportation, treatment and disposal of BMW as per Bio Medical Waste Management and Handling Rules 2011 (above 30 Beds) per bed/ per day charges to be realized by the promoter	Rs. 2.85 per bed per day
2	For collection, Transportation, treatment and disposal of BMW as per Bio Medical Waste management and handling Rules 2011 (1 to 30 beds) per month charges to be realized by the promoter	Rs. 2250 per month
3	For collection, Transportation, treatment and disposal of BMW as per Bio Medical Waste management and Housing Rules 2011 from Pathological lab, Diagnostic centre, Blood Bank, Dental Clinics, Dispensary and other source generating BMW per month charge to be realized by the promoter.	Rs. 2000 per month
4	For collection, Transportation treatment and disposal of BMW as per Bio Medical Waste management and handling Rules 2011 from Veterinary Hospital, Veterinary Polyclinics and Veterinary labs per month charges to be realized by the promoter.	Rs. 2000 per month
5	For collection, Transportation, treatment and disposal of expired, Spoilage, Breakage and wastage medicines from distinct Drug warehouse and Medical college Drug Warehouses (list provided) as per bio Medical waste Rules 2016 per month Charges to be realized by the promoter	Rs.3500/ Month

- ii) The said plant will be established on Design, Build Own Operate and Transfer (DBOOT) basis without any financial assistance from the concern Municipal Council or the State government.
- iii) All relevant and concerned norms, guidelines, directions instructions and legislation issued from time to time by the State government of the Central Government or by Competent Authority agency/ department, shall have to follow by the Contractor in up gradation, installation and operation of plant for the purposes.
- iv) Necessary approvals required for execution of the project for Government of India, Government of Rajasthan, concerned Vidhyut Vitran Nigam Limited (VVNL), State Pollution Control Board, Forest Department or any other institute/ organization will be the prime responsibility of the Contractor. However, any assistance required, which does not have financial implications will be provided by the Concerned Local Body.
- v) All taxes payable if any during or after the execution of the plant will be paid by the contractor.
- vi) District Level Committee/ State level Committee, as applicable, shall have full right to rescind the contract in case contractor defaults or fails to perform the contract/ Agreement by way of not fulfilling the terms and conditions of the contract or has changed the land use of the land allotted to him for the purpose or the land remains unused for more than 6 months. In such case, contractor shall have to hand over back the vacant possession of the land; concerned local body shall immediately take over the possession treating further occupation as encroachment.
- vii) Contractor will arrange electric and water connection inside the plant at his own cost. However, approach road up to plant site, Street Lights & Plantation outside the Plant Area is to be arranged by concern ULB (**Municipal Council Jhunjhunu**).

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- viii) The contractor has to enter into a lease agreement for 20 years from year 2017 and paying annual lease @ Rs. 1 per Sq.Mtr.to Municipal Council Jhunjhunu since the land allotted.
- ix) The contractor is expected to upgrade the technology from time to time at his own cost if required under any legislation or orders of State government/ Central Government or any other legal/ binding directions form Competent authority and the technology shall be got approved from the RSPCB by the entrepreneur.
- x) Competent authority and/ or authorized Officers of State government of concerned Local Body/ employer shall have full right to inspect the whole system including landfill site, plant etc. as and when throughout the agreement period.
- xi) Weighbridge, if required, shall have to be installed by the contractor at his own cost.
- xii) The contractor shall be responsible for Collection of Biomedical waste from all hospitals, Nursing homes, Medical Clinics, Medical Laboratories and Diagnostic Centers etc generating bio medical waste from entire area falling in Churu, Sikar & Jhunjhunu District only as per RSPCB/ CPCB Rules. No entrepreneur shall encroach the area of other entrepreneur.
- xiii) It shall be the entire responsibility of contractor to collect, transport store and dispose of bio- medical waste after due treatment within specified times as per rules.
- xiv) The contractor shall have to submit his own details regarding" Scope of Work.....Clear cut "Action Plan" for successful implementation of the work allotted.
- xv) The contractor shall be free to use/ sell on his own any by- products/ end products (energy, manure, compost or any other eco- friendly form etc) during the process for which he will have to abide by/ comply with the directives/ provisions of the relevant rules, regulations, legislations and policies etc. of the Central government/ State government).
- xvi) The contractor shall have to abide by the rules & regulations, guidelines of the Central government/ State government issued from time to time in this regard.
- xvii) The contractor and employer shall abide by the policy for management of the Bio Medical Waste in Urban Areas declared by the State Government vides no. F 55 (86) SL 7DLB/2001/712 dated 10.10.2001 and amended made in 87/2007 dated 28.10.2004
- xviii) The contractor shall ensure adherence to execution of works based on approved quality and take adequate precautions in observing safety of personnel and property.
- xix) The contractor shall also provide all data, Documents and information to concerned Local body or authority from time to time as prescribed during execution, operation and maintenance of works plant.
- xx) The contractor shall not enter into any other business other than the work entrusted to him Govt. of Rajasthan concerned Local body within the premises of his operation.
- xxi) The contractor shall make necessary arrangements with the reputed manufacturers/ supplies for procurement and installation of required equipment of the project. The contractor shall be responsible for successful erection testing, commissioning of management, treatment and disposal of biomedical waste project and operation maintenance of project during the period of agreement as per CPCB rules.

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- xxii) The design engineering of the civil, electrical and mechanical work and the equipment for whole Bio- Medical Waste Treatment Plant, project development by the contractor shall be in conformity with the latest engineering practices and the India standards for such works. All the designs shall have to be got approved from the concerned competent authority including the technology if required under the law.
- xxiii) The contractor shall submit PERT chart/ construction program regarding implementation of the project to the employer and the competent authority that shall monitor the progress of the project according to the program given by the contractor from time to time. Unreasonable unjustifiable delay may be considered as a breach of terms and conditions for the contract.
- xxiv) Any major deviation in the project is required to be got confirmed within 15 days from competent authority.
- xxv) After the award of Letter of intent (LOI) and work order if it is found that the contractor has violated any of the provisions of the clauses of the contract, the contract shall be liable for cancellation at any time, in addition in invoking the penal action against the contractor and his related firms/ establishments. The action shall also be initiated for forfeiting the earnest money & security deposits along with the initiating action for blacklisting the contractor & his partners/ associates/ employees.
- xxvi) All required safety measures in handling and disposal of Bio Medical waste shall have to be provided and followed by the contractor in conformity with the prevailing Law.
- xxvii) State Level Empowered Committee will be the competent authority for interpretation of any clause or conditions of this contract and interpretation given by the committee will be final and binding on both the parties.
- xxviii) Request for qualification technical bid documents and price/ financial bid document, LOI & work order shall be treated as part of this agreement.
- xxix) All clauses pertaining to land are subject to allotment of extra land to set up the new project will only be applicable once the extra land is being allotted to the Contractor (Instromedix India Pvt Ltd) by Employer (Municipal Council Jhunjhunu).
- xxx) After the completion of work the land will be handed over to Municipal Council, Jhunjhunu by the Contractor. Installed Machinery belongs to Contractor only and after the completion of work the contractor shall have full rights for machinery.
- xxxi) After successful operation of the Plant for 1 year, increase of 3% on basic rate for every year of successful operation will be admissible i.e. after 1 year basic rate plus 3% of basic rates.**
- xxxii) Contractor will not operate the plant and do not provide services at National Holidays (26th January, 15th August, 02nd October, Holi & Diwali) 5 Days in a year
2. Damages for non- completion:- If the contractor fails to complete the works by the date Stated in time schedule or within any extended time fixed by the competent authority, the Contractor shall pay or allow to the employer a sum calculated at the rate fixed by the Employer as liquidated and ascertained damages for the period during which the said works shall so remain or have remained incomplete, and the employer may deduct such damages from any money otherwise payable to the contractor under this contract or From security deposit of the contractor or through PDR Act/ RLR Act.

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3. If the contractor stops management treatment and disposal of bio- medical wastes and operation of plant without prior information of the employer a penalty of up to one thousand rupees per day can be charged, from the date of such stoppage. The contractor may close the plant for repair and maintenance for reasonable period with the prior approval of employer but during the repair and maintenance period and transportation of bio- medical waste should not be suspended.
4. The contractor shall execute separate agreement with mutually decided penal provisions with institutions/ units generating bio- medical waste in the light of this agreement for performance of requisite services, mode of payment on the basis of approved rates.
5. Bankruptcy of Contractor: If the contractor commits an act of bankruptcy or being a company enters into liquidation whether compulsory or voluntary except liquidation for the purposes of reconstruction the employer may, without prejudice to any other rights or remedies, by a written and registered notice determine the employment of the contractor under the contract.
6. On expiration or termination of contract the contractor shall during the execution or after the completion of the works under this clause remove from the site as and when required within such reasonable time as the employer or authorized officer may in writing specify any temporary building, plant machinery, appliances, goods or materials belonging to or hired by him, in default the employer may (without being responsible for any loss or damage) remove and sell any such property of the contractor holding the proceeds less all costs incurred to the credit of the contractor.
7. If any deduction is made for the security deposit on account of any violation of terms and conditions the contractor shall have to make good the entire security deposit in its full amount within thirty days.

DISPUTE

Any dispute between concerned Local Body/ employer and the contractor regarding implementation of the program shall be resolved by the concerned State Level Empowered Committee as may be applicable; whose decision shall be final binding on both the parties.

Municipal Council Jhunjhunu


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(Authorized signatory)
नगर परिषद, झुंझुनू


Witness 1:


(श्रवण कुमार)
अधिसापी अभियन्ता
नगर परिषद, झुंझुनू

For Instromedix India Pvt. Ltd.


(Authorized signatory/ Auth. Sign.)

Witness 2:


Himanshu Sui.
Project Manager.