

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687701083559

अनुबंध तिथि | Contract Generated Date : 30-Jun-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Rural Development and Panchayats Department Jammu and Kashmir संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone: ACD KATHUA	पद Designation : bdo suraj singh संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : surajsingh.2015@jk.gov.in जीएसटीआईएन GSTIN : - पता Address : Block Hiranagar, KATHUA, JAMMU & KASHMIR-184142, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: BDO वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: BDO	भुगतान का तरीका Role: BUYER Payment Mode: Offline पद Designation : bdo suraj singh ईमेल आईडी Email ID : surajsingh.2015@jk.gov.in जीएसटीआईएन GSTIN : - पता Address: Block Hiranagar, Kathua, JAMMU & KASHMIR-184142, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : surajsingh.2015@jk.gov.in जीएसटीआईएन GSTIN : - पता Address : Block Hiranagar, KATHUA, JAMMU & KASHMIR-184142, India	Collection & Disposal Waste Management Service - Segregation of garbage; Dry Waste

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 6SQW230008669334 कंपनी का नाम Company Name : M/S JASROTIA AND BROTHERS संपर्क नंबर Contact No. : 07298000123 ईमेल आईडी Email ID : jasrotiaandbrothers@gmail.com पता Address : W.NO. 19 SHIVA NAGAR KATHUA, KATHUA, Kathua, JAMMU & KASHMIR-184101, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-JK-09-0011252 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 01AVHPJ0505F2ZD (R)	

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 02-Jul-2024 सेवा समाप्ति तिथि | Service End Date : 01-Sep-2024

श्रेणी नाम | Category Name : Collection & Disposal Waste Management Service

बिलिंग चक्र | Billing Cycle: weekly

विवरण Description	Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)	Cost per 100 kg (quintal) of waste
Scope of work	Segregation of garbage	
Type of waste	Dry Waste	
Category of Waste	Municipal Solid Waste	
Method of waste collection	Door-to-Door garbage collection	
Areas of waste collection	Residential	
Scheduling of Garbage collection	Daily	1,050
Frequency of Garbage collection	2	92.16
Vehicle Category	Not Specify	
Vehicle Monitoring System	Not Required	
Distance to dumping location	11-20 kms	
Service Days in a month	30	

कुल राशि (रुद्र) | Total Amount (Formula) :

(Cost per 100 kg (quintal) of waste*Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)*Contract Period/30)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	199987.2
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	199987.20
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	199987.2

एसएलए विवरण | SLA Details

SERVICES STC

SPECIAL TERMS AND CONDITIONS (STC)

FOR COLLECTION & DISPOSAL OF WASTE SERVICE

1. Preamble

A. All Waste Management Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

I. General terms and conditions for Goods and Services.

II. Service STC contained in this document.

III. BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.

C. This document represents a Special Terms and Conditions (STC) and the Service Level Agreement (SLA) which shall govern the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Stakeholders

The main stakeholders associated with this agreement are:

a. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed

b. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller supplier/ bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the agreement.

4. Service Scope

Collection & Disposal of Waste service - will comprise of different forms of waste wet & dry that needs to be collected, segregated & disposed from different areas

- *Collection – collection of waste (dry/wet) from different areas as per the requirement of the buyers*
- *Lifting – lifting the collected waste from the large bins where they have been collected*
- *Transportation – transporting waste disposal in trucks, rikshaws, pulleys etc. to the area where it needs to be buried/recycled*
- *Unloading – unloading waste disposal from the vehicles used to transport the waste*
- *Segregation of Garbage – separating for burying/recycling*
- *Ways of disposal – different ways for disposal of waste e.g. landfill, recycling, composting, incineration*

Service Provider agrees and acknowledges that Buyer shall provide additional scope of work defining the course details, additional requirements can be defined by providing/ uploading SOW.

5. Special Terms & Conditions

- Buyer shall allot proper space for waste disposal – wet/dry
- Buyer to verify the logbook and record each of instances such as absence of GPS for monitoring of the movement of vehicles, delayed delivery of vehicle / manpower resource or littering of the garbage, etc to maintain cleanliness of the area.
- Buyer shall check if supplier has provided the agreed quantity of vehicle / manpower as per the order, in case of shortage it should be reported.
- It will be buyer's responsibility to obtain licence or permission from the User Department wherever necessary required for dumping stations if any.
- The Service Provider will be responsible for collection, transportation and disposal of all the Disposal waste collected from the areas defined by the buyer.
- The Service Provider at his/ her own cost will arrange all the necessary / required vehicles, equipment, materials, and other things for the services etc.
- All the vehicles supplied for cleanliness of the area should be GPS enabled so that route can be monitored by buyer entities.
- The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- Service Provider shall ensure that the resources and the type of vehicle provided should be segregated based on the type of work to be accomplished.

- X. The responsibility of effective and efficient delivery of the responsibilities so that all the area remains clean and garbage free would rest with the Service Provider.
- XI. The service provider should provide proof of experience and follow safety norms to avoid any mis-happening.
- XII. The Service Provider is expected to deploy separate collection and transport resources (apart from the house-hold area) for providing time bound services.
- XIII. The Service Provider shall be responsible to comply all the Acts and the Rules and Regulations under Companies act 2013, framed by the government of India or State government to the works and employees. It is agreed and acknowledged between the parties that because of the engagement of personnel at the Buyer site, no relation of employer and employee relation is established between Buyer and Service Provider or Buyer with Service Provider's personnel. Service Provider shall remain the principal employer of all the employees engaged by them and it shall comply with all labour laws including minimum wages, gratuity, PF, ESI, etc. whichever is applicable. Buyer shall not be responsible for the terms and condition of employment of the deployed personnel or the work undertaken by the Service Provider.
- XIV. That the Service Provider shall be responsible for obtaining all the required licenses under relevant statutes as may be applicable for the Service Provider and the Buyer Department shall not be made responsible for any violation of any of the provisions of the statutes made on the part of Service Provider.
- XV. It will be Service Provider's responsibility to make payment for all the entry changes to the landfill sites
- XVI. The Service provider should provide required number of vehicles (with adequate back-up) along with operators/drivers for collection, transportation and disposal of waste as specified
- XVII. The service shall provide adequate training to the workers. The staff will be provided with personal protective equipment to ensure their Safety.
- XVIII. Service provider shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc.
- XIX. The timing of collection of waste should be mutually agreed by the parties
- XX. Wet waste and dry waste shall not be mixed either at the time of collection or disposal.
- XXI. transferring the same to the secondary storage point / transit Segregation Points/disposal site
- XXII. The service provider should ensure that the garbage collection has been scheduled in such a manner that there is no piling up of garbage and minimum disturbance to the day to day operations either in the domestic or institutional or official area.
- XXIII. Specific arrangements would be required to be made to handle a particular type of waste.
- XXIV. Waste Management rules, wherever applicable will be followed by the Service Provider.
- XXV. Service Provider should have valid certifications like ISO 9001, Environmental Management Systems (ISO 14001) and Occupational Health & Safety Advisory Services (ISO 18001)

Service Provider should be a valid registered firm as per waste management rules of Ministry of Environment & Forest/Central pollution board

8. Payment Terms

S. No.	Installment	Output/ Outcome parameter
1.	Payment on the basis of weight of the waste	Invoicing is done on the basis of weight collected in 100kg in a month

Payment calculation would be as below:

Payment = Cost per 100 kg (quintal) of waste*Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)*Contract Period/30

9. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

- Cumulative penalties reach 10% of the contract value.
- Repeated breach of SLAs beyond 3 instances in the entire contractual period.
- Subcontracting or outsourcing of the contract, in part or whole.

(ii) Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Non-servicing of areas to be covered under the contract	1 st instance - 1% of contract, e.g. 10% of Rs 20000
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
2	Non-deployment of vehicle / composters or shortage of manpower	1 st instance - 1% of contract
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
3	Improper management of waste collection process which includes inflation of weight of waste being carried by a vehicle	1 st instance - 1% of contract
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
4	Non redressal of complaints in 2 days	1 st instance - 1% of contract
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
5	Vehicle unloads collected waste at location other than specified spot specified for route	1 st instance - 1% of contract
		2 nd instance - 2% of contract

3rd instance – 3% of contract

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Vehicles deployed overflowing or not maintained clean (or littering in adjoining areas)

1st instance – 1% of contract

2nd instance – 2% of contract

3rd instance – 3% of contract

- The cumulative penalties imposed by the buyer should not exceed 10% of the contract value.

10. Additional Terms & Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

i. At the hour of need service provider should deploy adequate labour, vehicle, consumables and equipment's as per the requirement of the buyer.

ii. The Service provider shall transport all the excess waste generated (during special occasions) by deploying adequate manpower and undertaking adequate trips, maintaining proper service quality

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.