

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687772576734

अनुबंध तिथि | Contract Generated Date : 16-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4464477](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Government मंत्रालय Ministry : Ministry of Railways विभाग Department : Indian Railways संगठन का नाम Organisation Name : South Eastern Railway कार्यालय क्षेत्र Office Zone: PCMD	पद Designation : Chief Specialist संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sreekumar.k@gov.in जीएसटीआईएन GSTIN : - पता Address : MD office, Central Hospital, Garden Reach, Kolkata, KOLKATA, WEST BENGAL-700043, 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: MD/CH/GRC वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : AFA/FIN/GRC/SER	Role: BUYER भुगतान का तरीका Payment Mode: Railways पद Designation : Chief Specialist ईमेल आईडी Email ID : sreekumar.k@gov.in जीएसटीआईएन GSTIN : 19AAAGM0289C1ZG पता Address: MD office, Central Hospital, Garden Reach, Kolkata, Kolkata, WEST BENGAL-700043, 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 : biplab.0608@gov.in जीएसटीआईएन GSTIN : - पता Address : MD office, Central Hospital, Garden Reach, Kolkata, KOLKATA, WEST BENGAL-700043, India	Biomedical Waste Management Service - Collection, Lifting, Transportation, Treatment, Ways of Disposal, other activities as per attached scope of works; Central Hospital SER Garden Reach KOL

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : BF8B190000870543 कंपनी का नाम Company Name : GREENTECH ENVIRON MANAGEMENT PRIVATE LIMITED संपर्क नंबर Contact No. : 07044000497 ईमेल आईडी Email ID : accounts@greentechenviron.com पता Address : 847/A, BLOCK-A, LAKE TOWN, LAKETOWN, KOLKATA, Kolkata, WEST BENGAL-700089, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0005303 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : OTHERS जीएसटीआईएन GSTIN: 19AAECG1536G1ZQ (B), (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): 04-May-2024 सेवा समाप्ति तिथि Service End Date : 03-May-2026 श्रेणी नाम Category Name : Biomedical Waste Management Service बिलिंग चक्र Billing Cycle: monthly

विवरण Description	Weight of waste collected in a month in kg	Cost per kg of waste
Scope of Work Activity	Collection, Lifting, Transportation, Treatment, Ways of Disposal, other activities as per attached scope of works	
Areas of biomedical waste collection	Central Hospital SER Garden Reach KOL	
Category of Biomedical Waste	Polycarbonate Jars, White puncture proof containers, Needle Cutters, Manual Hub Cutter, Medicines, Broken Glass, Scalpels, Syringes, Injections & needles, Chemical disinfectants, Helmet non metal, Goggles, PPE kits, Apron, Gloves, Face Mask, Wheel Barrows, undefined, other item as per attached scope of works, Human Anatomical	
Biomedical treatment facility	Owned by bidder	
Scheduling of		

biomedical waste collection	Daily	3,842	57.97
Vehicle Monitoring System	GPS locations		
District	NA		
Zipcode	NA		
Biomedical treatment Certification	Yes		
Buyer to do Service Provider's Site Inspection	Yes		
कुल राशि (सूत्र) Total Amount (Formula) : (Cost per kg of waste*Weight of waste collected in a month in kg*Contract Period/ 30)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		5419538.01	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		5419538.01	
अतिरिक्त जानकारी Additional Details			
<ul style="list-style-type: none">Waste Pickup Address : Central Hospital,South Eastern Railway, Garden Reach, Kolkata-700043Number of Beds : 303			
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		5419538.01	
एसएलए विवरण SLA Details			
SERVICES STC			
SPECIAL TERMS AND CONDITIONS (STC)			
FOR BIOMEDICAL 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:			
<ul style="list-style-type: none">Provide clear reference to service ownership, accountability, roles and responsibilities of both partiesPresent a clear, concise and measurable description of services offered to the buyerEstablish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specifiedTo 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			
Bio-medical waste – will comprise of waste which is generated during the diagnosis, treatment or immunization of human beings or animals or in research activities pertaining thereto or in the production or testing of biologicals. Though bio-medical waste could fall under the first child service, it's proposed as a separate child service because of its distinct characteristics, different rules/regulations, different T&C and high demand due to COVID-19 situation.			
<ul style="list-style-type: none">Collection – collections of biomedical waste that need to be recycled/disposedTransportation – transporting waste collected to the desired locationLifting – lifting the biomedical waste from the bins where they have been collected			

- *Treatment- treating waste disposal using methods like incineration*
- *Disposal – disposal of biomedical waste*

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

- I. 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.
- II. 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.
- III. It will be buyer's responsibility to obtain licence or permission from the User Department wherever necessary required for dumping stations if any.
- IV. It is the responsibility of the buyer to familiarize themselves with physical location, approach road and travel time to each facility round the year. The State/ District Health Facility would have no role in extending any support on this count.
- V. The seller shall be in possession/obtain/renew its authorisation, certificates and statutory clearances from the competent authorities to operate biomedical waste, as
 - a. required under the law, rules and notification and guidelines.
- VI. Seller shall ensure timely submission of Bio-Medical Waste Annual report to State Pollution Control Board (in states) & Pollution Control Committees (in UTs) as mandated under the Bio-Medical Waste rule 2016 and amendments if any.
- VII. Preservation and safe keeping of records and data on Bio-Medical waste generation, treatment & disposal for a period of five years from date of contract.
- VIII. Service provider shall be responsible for operationalization, maintenance and upkeep of all equipment / machines installed at Common Bio-Medical Waste Treatment Facility as per law and regulations. The Operator would have provision of back-up for the critical equipment. In event of non-compliance to the Rules and Statute, the service provider shall be responsible for any legal penalty and consequences of thereof.
- IX. The service provider shall provide adequate training to the workers. The staff will be provided with personal protective equipment to ensure their Safety.
- X. 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.
- XI. The timing of collection of waste should be mutually agreed by the parties
- XII. 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. The buyer has no responsibility direct or indirect in meeting such obligations.
- XIII. The service provider shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
- XIV. Under no circumstances, the premises of biomedical treatment facility shall be used for any other purpose other than stipulated in the authorisation.
- XV. Any pilferage/ damage to the Health Facility/buyer property due to mishandling, carelessness of the operator or his workmen will be recoverable from the service provider
- XVI. Service Provider should have valid certifications like ISO 9001, Environmental Management Systems (ISO 14001) and Occupational Health & Safety Advisory Services (ISO 18001)
- XVII. Service Provider should be a valid registered firm as per e-waste latest rules of Ministry of Environment & Forest/Central pollution board

COVID – 19 biomedical waste –

1. Biomedical waste if any generated from quarantine centers/camps should be collected separately in yellow bags (suitable for biomedical waste collection)
2. Workers shall be provided with adequate PPEs including three layer masks, splash proof aprons/gowns, nitrile gloves, gum boots and safety goggles
3. Use dedicated vehicle to collect COVID-19 ward waste. It is necessary to place separate label on such vehicles
4. COVID-19 waste should be disposed-off immediately upon receipt at biomedical treatment facility

Service provider shall maintain separate record for collection, treatment and disposal of COVID-19 waste

8.Payment Terms

S. No.	Instalment	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

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.

- a) Cumulative penalties reach 10% of the contract value.
- b) Repeated breach of SLAs beyond 3 instances in the entire contractual period.
- c) 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	More than 2 days delay in disposal of biomedical	1 st instance – 1% of contract/monthly fee etc. Buyer can add th optionse.g., 2% of Rs 300000
		2 nd instance – 2% of contract
		3 rd instance – 3% of contract
2	More than 30 days delay in providing biomedical certificate	1 st instance – 1% of contract
		2 nd instance – 2% of contract
		3 rd instance – 3% of contract

3	Improper management of biomedical collection process which includes inflation of weight of e-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

- 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."

शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-02-02 10:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

- No. of X projects with contract value not less than YY for each contract of providing this service to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies : As per attached Scope of Works
- Geographic Presence : West Bengal
- Scope of work as per Buyer Requirement : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

- Certificate (Requested in ATC) : [click here](#)
- Documentary Proof For Completion Certificate : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.2 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Scope of works is attached along with all other terms and conditions of tender.
2. Definition of similar [service](#):- Removal/Disposal of Bio Medical Waste from any Central Government /State Government Hospital.

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

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

Signature Not Verified

Digitally Signed.
Name: SREEKUMAR K
Date: 17-Apr-2024
16:04:12