महाराष्ट्र शासन
आयुक्त
वैद्यकीय शिक्षण व आयुष, महाराष्ट्र राज्य
४था मजला, शासकीय दंत महाविद्यालय व रुग्णालय इमारत, सेंट जॉर्जेस रुग्णालय आवार, फोर्ट, मुंबई -४०० ००१
दुरध्वनी - (०२२) - २२६२०३६३-६५ संकेतस्थळ - med-edu.in

DMER- २०२६-O/O COMMISSIONER/२०२६/३३०२ दिनांक:- ३०.०७.२०२६

परिपत्रक

विषय: राज्यातील शासकीय वैद्यकीय/दंत/आयुर्वेद/होमिओपॅथी महाविद्यालय व संलग्नित रुग्णालयांमध्ये BOOT तत्वावर यांत्रिकीकृत धुलाईगृह उभारणे, चालविणे व हस्तांतरण यासाठी तयार करण्यात आलेल्या Concession Agreement बाबत.

संदर्भ: १. शासन पत्र क्र. संकिर्ण-०६२५/प्र. क्र. २१६/प्रशा-२, दिनांक ०५.०६.२०२६
२. संचालनालयाचा कार्यारंभ आदेश क्रमाक DMER- २०२६-O/O COMMISSIONER/२०२६/२५९३, दिनांक १७.०६.२०२६
३. शासन पत्र क्र. संकिर्ण-०६२५/प्र. क्र. २१६/प्रशा-२, दिनांक २२.०७.२०२६

उपरोक्त विषयाच्या अनुषंगाने, शासनाच्या दिनांक ०५.०६.२०२६ च्या पत्रातील निर्देशानुसार वैद्यकीय शिक्षण संशोधन व आयुष संचालनालयाच्या अधिपत्याखालील शासकीय वैद्यकीय, दंत, आयुर्वेद व होमिओपॅथी महाविद्यालये तसेच संलग्नित रुग्णालयांमध्ये बाह्यस्त्रोतामार्फत BOOT (Build, Own, Operate and Transfer) तत्त्वावर यांत्रिक वस्त्रधुलाई सेवा सुरू करण्यास मान्यता देण्यात आलेली आहे. त्यानुसार संचालनालयामार्फत M/s. Smart Services Pvt. Ltd., Pune यांना दिनांक १७.०६.२०२६ रोजी कार्यारंभ आदेश प्रदान केले आहेत.

सदर कार्यारंभ आदेशातील अटी व शर्तींनुसार M/s. Smart Services Pvt. Ltd., Pune यांच्यासोबत करावयाचा Concession Agreement (करार) मसुदा शासनाने दिनांक २२.०७.२०२६ अन्वये मंजुर केला असुन सदर Concession Agreement (करार) शासनाच्या वतीने स्वाक्षरी करण्याकरीता आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई यांना प्राधिकृत केले आहे.

सबब, शासनाच्या निर्देशानुसार M/s. Smart Services Pvt. Ltd., Pune यांच्यासोबत दिनांक २३.०७.२०२६ अन्वये Concession Agreement (करार) करण्यात आला असुन कराराची प्रत सोबत जोडण्यात येत आहे. तरी सर्व संबंधितांनी करारातील अटीचे तंतोतंत पालन करुन विषयांकित सेवा सुरु करण्याचे निर्देश याद्वारे देण्यात येत आहे.

आयुक्त,
वैद्यकीय शिक्षण संशोधन व आयुष, मुंबई

सहपत्रे: Concession Agreement ची प्रत

प्रति,

१. सर्व संबंधित अधिष्ठाता, शासकीय वैद्यकीय, दंत, आयुर्वेद व होमिओपॅथी महाविद्यालये व संलग्नित रुग्णालये

२. सर्व वैद्यकीय अधिक्षक/प्रभारी सहयोगी प्राध्यापक

प्रत माहितीस्तव

१. **मा. सचिव,** वैद्यकीय शिक्षण व औषधी द्रव्ये विभाग, ९ वा मजला, गो. ते. रुग्णालय संकुल, लोकमान्य टिळक मार्ग, मुंबई.

२. संचालक, वैद्यकीय शिक्षण व संशोधन, मुंबई

३. संचालक, आयुष संचालनालय, मुंबई

४. सह संचालक (वैद्य), प्रादेशिक कार्यालय, छत्रपती संभाजीनगर

५. सह संचालक (वैद्य), प्रादेशिक कार्यालय, नागपुर

६. अधिदान व लेखा अधिकारी, मुंबई.

७. कोषागार अधिकारी, कोषागार कार्यालय, मुंबई

८. M/s Smart Services Pvt. Ltd. ४०३, Western Court, Building D,Opp. E-Square, Bhambhurda, Shivaji Nagar, Pune - ४११०१६.



महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FA 006168

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र ८०००००३
16 JUL 2026
सक्षम अधिकारी

श्री. विनायक जाधव

CONCESSION AGREEMENT FOR MECHANIZED LAUNDRY SERVICES ON BOOT BASIS

Between

Directorate of Medical Education Research and Ayush, Government of Maharashtra, Mumbai

&

M/s. Smart Services Private Limited

SMART SERVICES PVT. LTD.

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI

060002

जोडपत्र - २ Annexure - II

दस्ताचा प्रकार	
परत मागणी करणार आहेत का ?	YES/NO
मिळकतीचे वर्णन -	SMART SERVICES PVT. LTD.
मुद्रांक विक्रेत्याचे नाव	Office No.: 52, 5th Floor,
खरेदी पक्षकाराचे नाव	Mittal Chamber, Opp. C×2 Mall,
कोणासाठी त्याचे नाव व पत्ता	Nariman Point, Mumbai - 400 021.
मुद्रांक शुल्क रक्कम	DMER
मुद्रांक विक्रेत्याचा परवाना क्रमांक	Harshal C Sangle - MUM
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रेत्याचे नाव/पत्ता : श्री. अशोक रघुनाथ [illegible]
२६०, शहीद भगत सिंह रोड, २/१५, आनंद भुवन, फोर्ट,
मुंबई-४०० ००१. टेली. नं. ७७३८१८८६७७

ज्या कारणासाठी जाणी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

23 JUL 2026

23 JUL 2026

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI
आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

This Concession Agreement (hereinafter referred to as "Agreement") is made and entered into on this 23rd day of July, 2026.

BY AND BETWEEN:

THE GOVERNMENT OF MAHARASHTRA, acting through the **COMMISSIONER**, Directorate of Medical Education Research and Ayush, Mumbai having office at 4th Floor, Government Dental College & Hospital, St. George's Hospital Compound Railway Station, P D'Mello Rd, near Chhatrapati Shivaji Terminus Area, Fort, Mumbai, Maharashtra 400001 (hereinafter referred to as the "Conceding Authority," which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**;

AND

M/s. Smart Services Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at - 403, Western Court, , Building-D, , Opp. E-Square, Bhamburda, Shivajinagar, Pune, Maharashtra 411016, through its duly authorized signatory, (hereinafter referred to as the "Concessionaire" or "Contractor", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**.

(The Conceding Authority and the Concessionaire hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS:

1. The Government of Maharashtra, Medical Education and Drugs Department, vide Government Resolution No. संकीर्ण-

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

Authority

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

Concessionaire

SMART SERVICES PVT. LTD.

०६२५/प्र.क्र.२१६/प्रशा-२ (Misc.-0625/P.No.216/Admin-2), dated 10th February 2026, issued administrative approval for starting mechanical laundry services through outsourcing in Government Medical Colleges and Hospitals.

2. The Conceding Authority, through the Commissioner, Directorate of Medical Education and Ayush, invited tenders for the selection of an outsourced service provider for "BOOT" mechanical laundry services using an updated system for 43 Government Medical Colleges hospitals.

3. The Concessionaire, having participated in the tender process in accordance with the Request for Proposal (RFP) and Scope of Work submitted and has been selected as the successful bidder to provide the said mechanized laundry services.

4. The Parties hereto are desirous of entering into this Agreement to record the terms and conditions under which the Concessionaire shall provide the mechanical laundry services and the Conceding Authority shall facilitate the same, in strict adherence to the Government Resolution dated 10th February, 2026 and 5th June, 2026 and as applicable laws. The principles of fairness and transparency in public contracts, as emphasized in judicial pronouncements, underpin the formation of this Agreement Centre.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

* **"Agreement"** shall mean this Concession Agreement, including all its Schedules and any amendments thereto.

* **"Conceding Authority"** shall mean the Governor of Maharashtra, acting through the Commissioner, Directorate of Medical Education and Ayush.

* **"Concessionaire"** shall mean M/s. Smart Services Private Limited.

* **"Concession Period"** shall have the meaning ascribed to it in Clause 3.1.

* **"Effective Date"** shall mean the date of execution of this Agreement.

* **"Commissioning Date"** shall mean the date of completion of installation and successful commissioning of commercial operation of mechanised laundry with capacity and endurance test. Such date shall be within 10 months from the date of issue of LOA or within 08 months from the date of handing over of clear site after land licensing agreement, whichever is later.

* **"Government Resolution"** shall mean Government Resolution No. संकीर्ण-०६२५/प्र.क्र.२१६/प्रशा-२ (Misc.-0625/P.No.216/Admin-2), dated 10th February, 2026 and 5th June 2026 issued by the Government of Maharashtra, Medical Education and Drugs Department.

* **"Project Site"** shall mean the land provided by the Conceding Authority within the premises of Government Medical Colleges and affiliated hospitals for the establishment of laundry infrastructure.

* **"RFP"** shall mean the Request for Proposal document issued by the Conceding Authority for the selection of the Concessionaire, as referenced in the Government Resolution.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4543 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

* **"Services"** shall mean the "BOOT" mechanical laundry services, including the establishment of necessary infrastructure, deployment of equipment, manpower, and consumables, as detailed in the Scope of Work.

* **"Scope of Work"** shall mean the detailed description of the services to be provided by the Concessionaire, as submitted in the RFP.

1.2 **Interpretation:**

* Words importing the singular include the plural and vice versa.

* References to Clauses and Schedules are to clauses and schedules of this Agreement.

* Headings are for convenience only and do not affect interpretation.

2. SCOPE OF CONCESSION

2.1 The Conceding Authority hereby grants to the Concessionaire, and the Concessionaire hereby accepts, the concession to provide comprehensive "BOOT" mechanical laundry services for 43 Medical/Dental/Ayurved and Homeopathy Medical Colleges and Hospitals under Directorate of Medical Education and Ayush, as specified in the Scope of Work.

2.2 The Concessionaire shall be responsible for the entire gamut of operations, including but not limited to, the supply, installation, commissioning, operation, and maintenance of all necessary infrastructure, equipment, and machinery, as well as the deployment of skilled manpower and procurement of all required consumables, all at its own expense, within the Project Site provided by the Conceding Authority. This comprehensive responsibility ensures seamless service delivery and adherence to modern healthcare standards.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

2.3 The Services shall strictly conform to the Scope of Work and terms and conditions of RFP; any deviation therefrom shall require prior written approval from the Conceding Authority. The adherence to the agreed scope is paramount for the successful execution of this project.

2.4 The Concessionaire shall ensure that the services provided are of the highest quality, meeting all prescribed health, safety, and environmental standards applicable to medical facilities in India.

2.5 The Concessionaire shall implement an updated system for mechanical laundry services, incorporating the latest technology and best practices to ensure efficiency, hygiene, and cost-effectiveness throughout the Concession Period.

3. CONCESSION PERIOD

3.1 The Concession Period shall be for a term of ten (10) years, commencing from the Commissioning Date (COD).

3.2 Upon successful completion of the initial ten (10) year term, and subject to satisfactory performance by the Concessionaire and mutual agreement of the Parties, the Concession Period may be extended for an additional period of two (2) years, subject to prior government approval. Any such extension shall be formalized through a written addendum to this Agreement.

4. OBLIGATIONS OF THE CONCEDING AUTHORITY

4.1 The Conceding Authority shall provide suitable land within the premises of the Government Medical Colleges and affiliated hospitals to the Concessionaire for establishing the necessary infrastructure for the mechanical laundry services. The provision of such land shall be free of cost for the duration of the Concession Period.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

4.2 The Conceding Authority shall ensure timely release of payments to the Concessionaire for the Services rendered, as per the terms of this Agreement, from the grants available under the (10) contractual services of the concerned institution.

4.3 The Conceding Authority shall facilitate necessary approvals, permits, and clearances from relevant government departments or agencies, to the extent required for the Concessionaire to establish and operate the laundry services, provided the Concessionaire submits all requisite documentation in a timely manner.

4.4 The Commissioner, Directorate of Medical Education and Ayush, with government approval, shall hold the full authority to include new institutions.

4.5 The Conceding Authority shall provide reasonable access to the Project Site and necessary utilities (e.g., water, electricity) to enable the Concessionaire to perform its obligations efficiently, subject to standard charges and availability.

4.6 The successful bidder will be provided requisite land by Hospital at a nominal license fee as per PWD Rate (per sq. ft. per annum) or as decided/revised by the Hospital Administration for the entire period of the contract.

4.7 Without prejudice to its others contractual remedies, the Conceding Authority shall have the right to temporarily take over the operation and maintenance of the project or appoint another agency where:

a) Public health or patient safety is endangered;

b) The Concessionaire abandons or suspends services;

c) Repeated Service Level failures occur;

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

Authority	Concessionaire

d) Emergency situations require immediate intervention

e) Termination proceedings are pending.

The expenditure incurred by the Conceding Authority shall be recoverable from the concessionaire together with all consequential losses.

5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 The Concessionaire shall, at its sole cost and expense, establish, operate, and maintain all necessary infrastructure, equipment, machinery, and facilities required for providing the Services within the Project Site provided by the Conceding Authority. This includes civil works, utility connections, and specialized laundry equipment.

5.2 The Concessionaire shall deploy adequate, qualified, and trained manpower to operate the mechanical laundry services efficiently and effectively throughout the Concession Period. All personnel deployed by the Concessionaire shall comply with the conduct rules and safety regulations of the respective medical institutions.

5.3 The Concessionaire shall procure and utilize all necessary consumables, detergents, chemicals, and other materials of approved brands by competent authority like ISI, US FDA etc. Quality material required for the provision of the Services, ensuring compliance with environmental and health standards.

5.4 The Concessionaire shall obtain and maintain all necessary licenses, permits, and approvals required for the establishment and operation of the laundry services from all relevant statutory and regulatory authorities.

5.5 The Concessionaire shall be solely responsible for compliance with all applicable labour laws, including but not limited to, the Minimum

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

Wages Act, Employees' Provident Funds and Miscellaneous Provisions Act, Employees' State Insurance Act, and Contract Labour (Regulation and Abolition) Act, in respect of its employees deployed for the Services.

5.6 The Concessionaire shall maintain comprehensive insurance policies, including but not limited to, all-risk insurance for its infrastructure and equipment, public liability insurance, and workmen's compensation insurance, throughout the Concession Period.

5.7 The Concessionaire shall submit regular performance reports to the Conceding Authority, detailing service levels, operational efficiency, and compliance with the terms of this Agreement, as may be specified in the Scope of Work or by the Conceding Authority.

5.8 The Concessionaire shall ensure that any changes to the Scope of Work are only implemented after obtaining prior written government approval from the Commissioner, Directorate of Medical Education and Ayush.

5.9 The Concessionaire acknowledges that laundry services constitute an essential hospital service.

Accordingly, notwithstanding any dispute, arbitration or legal proceedings between the parties, the Concessionaire shall continue uninterrupted performance of all contractual obligations until relieved by written directions issued by the Conceding Authority.

Failure to continue services shall constitute a material breach of this Agreement.

Contractor shall not suspend services due to:

- payment disputes,
- arbitration

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

- litigation
- strike
- labour issues
- GST disputes
- price escalation

Suspension shall constitute Material Breach.

5.10 At least eight (8) months prior to expiry of the Contract Period, the Parties shall jointly undertake inspection of the Project.

The Concessionaire shall hand over to the Conceding Authority:

(a) all Project Assets;(b) machinery and equipment in good working condition, subject to normal wear and tear;(c) operation manuals;(d) maintenance history;(e) software licences required for operation;(f) inventory;(g) statutory approvals;(h) warranty documents;(i) training records; and (j) all project-related records. The transfer shall be completed only after certification by the Conceding Authority.

5.11 The Concessionaire shall keep confidential all information relating to Government Hospitals, patients, hospital administration, operational systems, security arrangements, databases and documents obtained during execution of this Agreement.

The Concessionaire shall not disclose such information to any third party without prior written approval of the Conceding Authority except where disclosure is required by law.

The obligations contained in this clause shall survive expiry or termination of this Agreement.

5.12 The Concessionaire shall integrate all type of data with Next-GEN HMIS software.

6. FINANCIAL PROVISIONS

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

6.1 The actual payments shall be based on the rates discovered through the tender process i.e. **INR 32.94 per kg (excluding GST)** and the actual volume of services rendered, subject to the terms of this Agreement.

6.2 The Conceding Authority shall make payments to the Concessionaire on a Monthly basis, within 45 days of the submission of a duly certified invoice by the Concessionaire.

6.3 All payments shall be subject to applicable taxes and deductions as per Indian laws.

7. PERFORMANCE STANDARDS AND MONITORING

7.1 The Concessionaire shall adhere to the performance standards and service level agreements (SLAs) as detailed in Annexure IV of this Agreement. These standards shall cover aspects such as turnaround time, quality of wash, hygiene, equipment uptime, and complaint resolution.

7.2 The Conceding Authority shall have the right to monitor the performance of the Concessionaire and conduct periodic audits and inspections of the Project Site and operations to ensure compliance with the terms of this Agreement and the prescribed standards.

7.3 In the event of failure by the Concessionaire to meet the agreed performance standards, the Conceding Authority shall be entitled to levy penalties as specified in Annexure IV without prejudice to other rights and remedies available under this Agreement or applicable law.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

It has the full power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with any law, regulation, or agreement to which it is a party. It is not aware of any litigation, arbitration, or administrative proceeding pending or threatened against it that would materially affect its ability to perform its obligations under this Agreement. All information provided by it in connection with this Agreement is true, accurate, and complete in all material respects.

9. **Terms of the Agreement:**

9.1 Installation and Commissioning with Capacity & Endurance tests of Laundry – within 10 months from the date of issue of LOA or within 08 months from the date of handing over of clear site after land licensing agreement, whichever is later.

9.2 The contract for setting up and operating an Mechanized laundry on a BOOT scheme shall be for a period of a minimum of 10 (ten) years after the start of the commercial operation date (COD) i.e. Commissioning Date, after which the ownership of all the machines and plant, ancillary equipment, utilities, and fixed assets of the mechanized laundry shall be transferred in good working condition to Hospital authority without any extra cost/charges and Hospital shall be the absolute owner of the same.

9.3 The life of the Mechanized laundry equipment should be certified by the OEM to be more than the contract period so that the committed outturn and quality of linen washing continue unhampered till the end of the contract.

9.4 The Mechanized laundry shall be used by the contractor for carrying out work required by the DMER. This Concession Agreement may also be utilized to provide similar services to other Government Departments or institutions, subject to the prior approval of the Government. The Service Provider shall establish and operate a cluster-based mechanized laundry facility

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

and shall be solely responsible for the collection, transportation, processing, and timely delivery of laundry services in accordance with the timelines specified in this Agreement.

9.5 The facilities, under no circumstances, shall be used for any other commercial/non-commercial purposes, In the event of violation of this condition, DMER reserves the right to impose penalty as deemed fit by the DMER.

10. Concessions to be provided by the DMER: Land

10.1 About 300 to 400 square meters area for setting up of the laundry including a full-scale water recycling plant at the Hospital area. The conditions for land license shall be governed as per the Hospital Land License Agreement, which shall form part of the main (principal) Agreement. This land license agreement shall be signed by the contractor before taking over possession of the land. The Contractor will be provided requisite land by Hospital as decided/revised by the Hospital Administration for the entire period of the contract. The land layout indicating the location is placed as per Annexure-V of the corrigendum to RFP.

10.2 A nominal license fee as per PWD Rate (per sq. ft. per annum) or as decided/revised by Government, for the entire period of contract, shall be paid by the contractor to DMER in advance as per the Government Land License Agreement.

10.3 The Hospital Land License Agreement shall be concurrent and co-terminus with the Principal Agreement.

10.4 Possession of land will revert back to the Hospital on expiry of the license period or determination of principal/land license agreement, whichever is earlier, along with all the structures and machinery tech built up/installed upon it.

10.5 In case the contractor is found using Hospital land or allowing usage of Hospital land for any purpose other than that of executing the work as per contract, the DMER shall terminate the contract and take possession of land and all equipment of

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

the contractor without payment of compensation/claims thereof.

10.6 The land license agreement may need to be registered with the appropriate State Government Authority if advised by the DMER. The Contractor shall bear all costs i.e. Stamp Duty, etc. for registering the License Agreement.

10.7 The Contractor will be provided Hospital land of an area of about 300 to 400 sq. mtr. area (Under the jurisdiction of Hospital) for setting up of mechanized laundry.

11. **Water: -**

11.1 The Contractor must note that water will not be supplied by the Hospital authority.

11.2 The Contractor has to arrange water for the erection and commissioning with Capacity & Endurance tests of the BOOT laundry as well as for the operation of the Laundry.

11.3 The contractor shall be independently required to make his own arrangements for water supply and associated systems free from Hospital obligations for the operation of the BOOT laundry as well as for the erection and Commissioning with Capacity & Endurance tests of the BOOT laundry. The contractor shall take the independent connection from the water supply and distribution agencies directly for the required quantum of water for the operation of the BOOT laundry as well as for the erection and commissioning with Capacity & Endurance tests of the BOOT laundry.

11.4 The contractor has to install all accessories like pumps, pipelines, water storage, distribution facilities, necessary water treatment plants, RO Plants, and water softening plants at his own cost. The entire infrastructure required, such as water storage tanks, sheds, and drainage systems, will be at the contractor's expense.

11.5 The Contractor must ensure that the infrastructure created for the

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

availability of water shall have the capacity to maintain a buffer stock of at least two days to ensure an uninterrupted supply of linen in case of emergent and unforeseen circumstances.

11.6 Used water shall be recycled and reused after treatment. A minimum of 60% used water shall be recycled. The contractor shall install necessary measuring devices/flow meters and maintain records daily. Remaining water can be discharged to drainage after meeting the pollution control norms as per State/Central Pollution Control Board norms/act. Necessary clearance as required may be obtained from Pollution Control Board and Municipal Corporation. The contractor has to provide an Effluent Treatment cum Water Recycling Plant at his own cost for this purpose. Also, he must get necessary certificates to this effect from State/ Central Authorities/pollution control board. Necessary fees/charges to the statutory bodies have to be paid by the contractor.

11.7 The contractor must note that water will not be supplied by Hospital either for the operation or for erection/Commissioning with Capacity & Endurance tests of the Boot Laundry. The rates of items quoted in the financial bids shall be inclusive of charges of water. Such charges are to be borne by the contractor.

12. Electricity

12.1 The contractor will have to make arrangements for electricity for the erection, operation of the Laundry. No objection certificate will be given by Hospital authority for obtaining an electrical connection from the concerned state government department/agency for this purpose. Necessary way leave charges shall be paid by the contractor as given below or as advised by the Hospital from time to time.

12.2 The Hospital does not undertake any responsibility for the supply of electricity to the contractor for the purpose of the laundry either during set-up or operation. However, contractor can make

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI ★ आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

provision of Solar Panels on the Roof Top or can tie up with the existing vendor of the DMER, for utilisation of energy produced inside the laundry.

12.3 The contractor must ensure that, in the event of a breakdown in the supply of electricity, a suitable capacity standby arrangement like a DG set/alternate source of supply is installed to ensure no stoppage in washing and supply of linen. The capacity of the DG set/alternate supply must match the requirement of the laundry. The cost of such a standby arrangement shall be borne by the contractor. The contractor shall not be entitled to any compensation/relief for interruption or failure of the electric supply.

13. Way Leave Facilities

13.1 Passage (Way Leave Facility) will be provided to the contractor over Hospital Land for laying of water pipelines, and electrical cabling as necessary for drawing the supply from respective connection points of the utilities such as Municipal Corporation, power supply authorities of state Govt./other agency, Sewerage Lines, Plying of vehicles for Transportation, etc., subject to feasibility.

13.2 The contractor is liable to pay the following Way Leave Charges to the Hospital for such Electrical cabling, Water pipelines, Sewerage Lines and Passages, etc., over the Hospital Land (excluding the land earmarked for Laundry) as applicable.

13.3 Up to 50 mtr – One-time recovery of ₹ 25,000/- per each facility/annum or as decided/revised by the Hospital Administration.

13.4 Above 50 mtr – 12% market value of the land subject to a minimum of ₹ 50,000/- per each facility/annum or as decided/revised by the Hospital Administration.

13.5 The area required for Way Leave Facilities shall be shown

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SANITARY SERVICES PVT. LTD.

separately (distinct) from the plan for the mechanized laundry area and shall be enclosed in the principal agreement.

13.6 A separate Way Leave License Agreement shall be signed by the contractor for the provision of such Way Leave facilities. The contractor can obtain a Way Leave License Agreement from the Hospital.

13.7 The agreement for the Land License and Way Leave Facilities is co-terminus to the main contract agreement for setting up & operating mechanized laundry on a BOOT basis.

14. Contractor's Responsibilities:

14.1 The contractor will be responsible for new procurement and commissioning with Capacity & Endurance tests of the automated mechanized laundry equipment including all ancillary equipment, plants and utilities, Engineering and Electrical works, maintenance and security of the machines & premises including consumables and spare parts, and operation of the mechanized laundry, provision of efficient drainage system connected to the main drainage system.

14.2 The contractor shall install an Effluent Treatment cum Water Recycling Plant and ensure that all effluents from the automated mechanized laundry conform to pollution control and other prescribed limits. Contractor shall have to coordinate with Pollution Control and other statutory and non-statutory authorities and obtain necessary clearances from these authorities as required for the installation and operation of the automated laundry and all aspects of the work awarded. The contractor shall ensure the timely renewal of these clearances during the currency of the contract.

14.3 The contractor shall furnish a certificate, valid up to the period of completion of the contract, from OEM or authorized agent/authorized dealer of OEM whose equipment/machines he is proposing to install to the effect that they are willing and

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

committed to providing warranty and outside warranty support, Annual Maintenance Contract (AMC), supply and fitment of spare parts/machine consumables, expeditiously attending to machine breakdowns, etc. for ensuring successful operation of the Automated laundry during the life cycle of the machine.

14.4 The Contractor shall provide adequate manpower as per the workload for the operation of the laundry including skilled technical staff. The contractor shall submit a certificate to this effect.

14.5 The contractor shall, whenever asked by DMER, establish that he follows all the statutory provisions and labour laws and makes payment to his staff in accordance with relevant Acts and make available all necessary documentary evidence like a copy of returns filed, PF, ESI code No., Challans, etc.

14.6 The Contractor shall also provide adequate facility for storage of washed linen.

14.7 If under any unforeseen circumstances, during the currency of the contract not later than 07 (seven) years after the date of Commercial operation of the laundry, the contractor is not in a position to operate the laundry further and deliver the requirements as per the contract and wishes to free himself of the obligations under the contract, he may do so by giving Eight months' notice to the DMER to this effect. An uninterrupted supply of washed linen as per workload/requirements must, however, be ensured during this period. He shall further be required to de-commission all the laundry equipment and free the Hospital land within one month of the notice period, failing which the contractor shall have no further claim on the laundry equipment, and the same shall become the property of the Hospital authority thereafter.

14.8 In all other cases of default by the contractor leading to the termination of the contract, the contractor shall have no claim on the laundry equipment or infrastructure (or land), and the same

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER, MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

shall become the property of Hospital authority in such an eventuality.

14.9 The provisions under the contract for forfeiture of EMD, Performance Guarantee, etc. shall, however, prevail in all such cases.

15. Contractor's Scope for Linen Management:

15.1 Collection of used/soiled linens and curtains from Ward/OTs &Department and transportation to the laundry store/laundry area.

15.2 Removal of tough stains caused by spillage of Blood & Fluids, etc.

15.2.1 Washing, drying, calendaring, and ironing in the automated laundry.

15.3 Supply and loading of washed linen sets to attendants/linen distribution staff in the Wards/OTs and Departments. The loading should be done up to the nominated location within the given time.

15.3.1 Maintaining proper account of linen items.

15.3.2 Transportation of linen between the mechanized laundry and Hospital Premises is the responsibility of the contractor.

16. Inspection and Acceptance Test of Mechanized Laundry:

After the commissioning of all individual machines and equipment, the Contractor will offer the laundry for commissioning and acceptance tests to be conducted jointly by the Hospital authority and the Contractor. The acceptance test will consist of capacity and endurance tests as per the details given below:

16.1 Work Test certificate: Before taking up the 'Acceptance test', the contractor should furnish to Hospital authority work test

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

certificates (WTC) from the OEM of the laundry equipment that is installed in the laundry to guarantee obtaining the minimum specified output of washed linen.

17. **Capacity Test:**

The laundry will be run for 2 shifts each of a duration of 8 hours.

18. **Rejection of equipment and machinery:**

18.1 The contractor shall utilize modern state-of-the-art machines and equipment from reputed vendors requiring the lowest possible consumables (electric, water, etc.) load and meeting the specifications as per relevant clauses of RFP -.

18.2 Machines and equipment should be sufficient in capacity to cater to the linen load and shall not cause any type of damage to linen.

18.3 If in the opinion of the DMER, the machines which fail in the Capacity or Endurance Test or cause damage to processed linens or create damage to Hospital assets/environment, such type of equipment should be promptly withdrawn and replaced with proper equipment and machinery, for which no extra cost will be paid to the contractor. Such decision taken by the DMER shall be final and binding to the contractor.

18.4 The date of Commercial Operation of the subject BOOT Laundry shall be declared after successfully commissioning with the Capacity and endurance test, and after jointly signed by the Contractor and Dean/Superintendent of concern MCH.

19. **Royalties and Patent Rights:**

19.1 The contractor shall defray the cost of all royalties, fees, and other payments in respect of patents, patent rights, and licenses, which may be payable to the patented licensee or other person or corporation and shall obtain all necessary licenses. In case of any breach (wilfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the DMER, and DMER representatives against all claims, proceedings, damages, costs, charges, loss, and liability which they or any of them may sustain incur or be put to by reason or in consequence of, directly or indirectly, any such breach and against payment of any royalties

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SERVICES PVT. LTD.

damages, or other moneys which the DMER may have to make to any person or paid in total to the patent rights in respect of the users of any machine, instructions, process, articles, matters or thing constructed, manufactured, supplied or delivered by the contractor to his order under this contract.

19.2 The contractor will, at his own expense, obtain such permits from whomever is necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The DMER will not, under any circumstances, be liable to obtain any permit whatsoever for the contractor.

20. **Legal Charges:**

The requisite legal fees as in force at the time of verification of legal documents like partnership deed, power of attorney, bank guarantee, indemnity bond, etc. executed before or after the execution of the contract shall be recovered from the contractor for obtaining legal advice of the Law Officer.

21. **Alterations:**

The "DMER" may require alterations to be made on the work during its progress as deemed necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alterations shall not be carried out until accepted by the "DMER".

22. **Progress Report:**

The contractor shall submit monthly progress reports as to the progress of the contract and in such form as may called for by the Hospital authority. The submission and acceptance of these reports shall not prejudice the rights of the Hospital authority in any manner.

23. **Inspection of Records:**

The Contractor shall maintain accurate records, plans, and charts showing the dates and progress of all operations and

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

maintenance. Dean/Medical Superintendent or his representative shall have access to this information at all times. Records of observations made shall be handed over to Dean/Medical Superintendent representative. The Contractor's representative shall maintain the following registers at the site.

- Site Order Register:

The Contractor shall promptly acknowledge orders given therein by Dean/Medical Superintendent or his representative and shall make all efforts to comply with them. The contractor shall report to Dean/Medical Superintendent the compliance so that it can be checked.

- Labour Registers:

This register shall be maintained by the contractor to show the daily strength of Labour in different categories employed by the Contractor and shall be produced whenever asked by Hospital authority.

- Log Book of events/Breakdown:

All events are required to be chronologically logged in this book date and shift-wise.

- Any other record/register as deemed fit by Hospital authority.

24. **Working Hours:**

Installation and commissioning work shall generally be carried out during day time. If it is required to carry out the work during night time also, the contractor may do so after obtaining permission from Dean, GMC&H.

For commercial operation, permission shall be accorded by DMER for carrying out the work of washing/ironing/ transportation/maintenance, etc. round the clock, as per requirement.

However, the contractor shall follow the "Hours of Employment Regulation Rules" with respect to staff deployed by him in the execution of the work.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

25. **Damage from Accidents or Floods or Tides, etc.:**

The Contractor shall take all precautions against damages from different types of accidents, natural calamities, etc. No compensation will be allowed to the Contractor for his tools, plants, materials, machines, and other equipment lost or damaged by any cause whatsoever. The Contractor shall be absolutely liable to make good the damages to any structure, plant, or material of every description belonging to the Hospital Administration and Loss or damage by any cause during the course of the Contractor's work if the Contractor's workers or his equipment causes it. The Hospital Administration will not pay the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during execution of work.

26. **Contract Labour working in Hospital premises (All Acts, rules related to labour):**

Special condition:

(i) The Hospital shall not provide any accommodation facilities to the contractor, his staff, and his labour. It shall be the responsibility of the contractor to arrange accommodation for his staff and labour.

(ii) The stipulated standard relevant provisions of the following Acts (amended from time to time) should be strictly adhered to by the contractor during the course of the contract period. The contractor is responsible for the maintenance of necessary records in this connection and for complying with all statutory requirements in force from time to time. The contractor is solely responsible for the violation of such provisions and its consequences.

a. Minimum Wages Act, 1948.

b. Payment of Wages Act, 1936.

c. Contract Labour (Regulation and Abolition) Act 1970 & the

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI ★ आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

NOTARY ★ S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 ★ GOVT OF INDIA

Contract Labor (Regulation and Abolition) Central rules 1971.

d. Workmen's Compensation Act, 1923.
e. EPF & Miscellaneous Provisions Act, 1952 (Applicable for 20/10 or more contract staff)
f. ESI Act 1948. (Applicable for 10 or more contract staff)
g. Child Labour (Prohibition & Abolition) Act, 1986.
h. Any other relevant Government Acts, as applicable to the contract shall be complied with.
i. The register/record showing the contract staff engaged by the contractor may be checked anytime by the nominated Hospital representative.

27. **Welfare Measures:**

It shall be the responsibility of the contractor to provide all related welfare measures to its staff/labour and the Hospital authority shall not provide any such facility. If under any circumstances, the Hospital is entrusted with the responsibility of ensuring any welfare measures for the staff of the contractor, the expenses towards that measure shall be deducted from the contractor's bill and the DMER's decision shall be final and binding on the contractor in this regard. At the end of the contract, the infrastructural facilities within Hospital premises for labour welfare purposes, shall be considered as a part and parcel of the mechanized laundry for handing over purposes.

28. **Notice to Public Bodies:**

The contractor shall give to the Municipality, Police, RLC, and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures, and pay all fees, taxes, and charges that may be leviable on account of his operation in executing the contract. He should make good any damage caused to adjoining premises whether public or private and provide and maintain any light etc. required at night.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

29. **First-Aid:**

The contractor shall maintain, in readily accessible places, first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible persons who shall be available during working hours.

30. **Trespass:**

The contractor shall at all times be responsible for any damage or trespass committed by his agents and workmen in carrying out the work unless such trespass is authorized by the Hospital authority.

31. **Safety Rules:**

The contractor shall follow all necessary safety precautions at the time of civil construction, welding works, electrical connections, installation, and commissioning with capacity & endurance tests of machines/equipment, gas/fuel installations for boilers, and running of machines.

31.1 The electrical wiring and allied electrical fixtures shall be of reputed brand, sufficient to withstand the electrical load, and shall be provided with all safety features, including circuit breakers at appropriate places.

31.2 Suitable personal safety equipment is to be provided by the contractor to staff/labours engaged by him for different works.

31.3 The Hospital Administration shall cross-check the safety rules being followed by the contractor. The contractor shall obey the advice of the Hospital Authorities in the event of notice of any lapses in adopting proper safety procedures.

31.4 The safety provisions provided by the contractor at every stage

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

of work should be brought to the notice of all concerned & displayed on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor.

31.5 To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer/PWD Engineer/ Fire safety officer or their representative.

31.6 The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear the cost of all damages to equipment and mend.

31.7 The Dean, GMCH or his nominated representative may impose any other safety condition necessary for a particular work or site, and that shall be binding on the contractor.

31.8 Safety procedures on boiler operation, fire hazards, electrical hazards, building/infrastructure, etc., should strictly be adhered to as per relevant extant rules.

31.9 For each machine & equipment, Relevant information, SOPs, Parameters, Plans, Notices, Instructions, Signages, DOs & Don'ts, Safety posters, parameters, etc. shall be displayed in sufficient quantities at prominent locations.

Complete Laundry Plant Establishment should be Fire Safety Norms Compliant as per State and Central Government rules.

32. INDEMNITY

The Concessionaire shall indemnify and hold harmless the Conceding Authority, its officers, employees, and agents from and against any and all losses, damages, liabilities, claims, costs,

Authority	Concessionaire

NOTARY S. R. KOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

and expenses (including reasonable legal fees) arising out of or in connection with: Any breach by the Concessionaire of its obligations, representations, or warranties under this Agreement. Any negligence, misconduct, or wilful default of the Concessionaire or its employees, agents, or sub-contractors. Any third-party claims arising from the operation of the Services by the Concessionaire. Any non-compliance with applicable laws, including labour laws and environmental regulations, by the Concessionaire.

33. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to a Force Majeure Event.

A "**Force Majeure Event**" means any event beyond the reasonable control of the affected Party, including but not limited to acts of God, war, riot, civil commotion, earthquake, flood, fire, epidemic, pandemic or governmental actions not attributable to the affected Party.

The Party affected by a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of such event and its estimated duration. The obligations of the affected Party shall be suspended for the duration of the Force Majeure Event.

34. EVENTS OF DEFAULT AND TERMINATION

Events of Default by Concessionaire:

The following shall constitute an Event of Default by the Concessionaire:

Authority	Concessionaire

NOTARY S. R. LONHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER, MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

Failure to commence the Services within 60 days from the Commissioning Date. Material breach of any of its obligations under this Agreement, which is not remedied within 30 days of receipt of written notice from the Conceding Authority. Abandonment of the Services. Insolvency or bankruptcy of the Concessionaire.

Events of Default by Conceding Authority:

The following shall constitute an Event of Default by the Conceding Authority:

Material breach of any of its obligations under this Agreement, which is not remedied within 30 days of receipt of written notice from the Concessionaire. Unjustified withholding of payments due to the Concessionaire for a period exceeding 60 days.

35. **Termination:**

Upon an Event of Default by the Concessionaire, the Conceding Authority may, without prejudice to any other rights or remedies, terminate this Agreement by giving 30 days' prior written notice to the Concessionaire. Upon an Event of Default by the Conceding Authority, the Concessionaire may, without prejudice to any other rights or remedies, terminate this Agreement by giving 30 days' prior written notice to the Conceding Authority. Either Party may terminate this Agreement by mutual written consent.

36. **Consequences of Termination:**

In the event of termination due to Contractor Default, the Conceding Authority shall not be liable to pay any compensation, loss of profit, depreciation, future earnings, damages or claims whatsoever. The Government shall only pay for satisfactorily

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI
आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SERVICES PVT. LTD.

NOTARY
S. R. LOKHANDE
MUMBAI
MAHARASHTRA
Reg. No. 4643
Expiry Dt.
01-10-2027
GOVT. OF INDIA

performed services up to the effective date of termination after adjusting:

- penalties
- liquidated damages
- recovery of Government dues
- third party claims
- taxes
- cost incurred by Government

37. DISPUTE RESOLUTION

37.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India and the applicable laws, rules, regulations, Government Resolutions, circulars and statutory provisions in force in the State of Maharashtra.

37.2 Amicable Settlement:

(a) In the event of any dispute, controversy, difference, disagreement or claim arising out of or relating to this Agreement, including its interpretation, execution, implementation, operation, performance, breach, termination, validity or the respective rights and obligations of the Parties (hereinafter referred to as a "Dispute"), either Party shall notify the other Party in writing, setting out the particulars of the Dispute.

(b) Within Thirty (30) days from the receipt of such notice, the Parties shall attempt to resolve the Dispute through mutual consultations and good faith negotiations.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SIRIUS ART SERVICES PVT. LTD.

(c) If the Dispute remains unresolved for a period of forty-five (45) days from the date of the notice, the matter shall be escalated by the Concessionaire to the Commissioner of Medical Education Research & Ayush, Maharashtra State, or such other officer duly authorised by the Concessioning Authority, for administrative consideration and settlement.

(d) The Commissioner or the authorised officer shall endeavour to facilitate an amicable settlement within forty-five (45) days from the date of such reference.

(e) The Parties agree that the above procedure is intended to facilitate an amicable settlement and shall not prejudice the rights of either Party to seek appropriate legal remedies upon failure of such settlement.

37.3 Exclusive Jurisdiction: In the event that any Dispute is not resolved amicably in accordance with Clause 37.2 above, such Dispute shall be adjudicated exclusively by the Hon'ble Bombay High Court of Judicature at Bombay in accordance with applicable law. The Parties irrevocably submit themselves to the exclusive jurisdiction of the Hon'ble Bombay High Court of Judicature at Bombay and waive any objection relating to territorial jurisdiction, forum convenience or any similar ground.

37.4 Continuity of Performance: Pending the resolution of any Dispute, the Concessionaire shall continue to perform its obligations under this Agreement diligently and without interruption unless otherwise directed in writing by the Concessioning Authority or by a competent court. The Concessioning Authority shall likewise continue to discharge its obligations under this Agreement to the extent they are not the subject matter of the Dispute.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SERVICES PVT. LTD.

37.5 Interim Relief: Nothing contained in this Agreement shall prevent either Party from approaching the Hon'ble Bombay High Court of Judicature at Bombay for interim, ad interim, interlocutory or other appropriate relief, including orders relating to preservation of property, continuation of services, injunctions, specific performance or any other relief available under law.

37.6 Survival: This Clause shall survive the expiration, termination, cancellation or rescission of this Agreement.

38. GOVERNING LAW AND JURISDICTION

38.1 This Agreement shall be governed by and construed in accordance with the laws of India. The interpretation of contractual terms must always align with the prevailing legal framework.

38.2 The courts in Mumbai shall have exclusive jurisdiction to adjudicate any suit, action, or proceeding arising out of or in connection with this Agreement.

39. Miscellaneous Penalties for unsatisfactory performance:

39.1 DMER reserves the right to deduct the penalties for non-compliance of terms & conditions as stipulated in the tender document on the part of the contractor. In addition to various penalties mentioned in the special conditions of contract of this document, the following conditions regarding penalties to be imposed on the contractor for unsatisfactory work will be applicable.

39.2 In the event of the Mechanized laundry not being commissioned and made operational on account of the contractor within 10

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

months from the date of issue of LOA or within 8 months from the date of handing over of clear site after land licensing agreement, whichever is later, a penalty amounting to 0.10% of accepted contract value per week or part of the week will be imposed. However, this will be subject to a maximum penalty of 5% of the contract value.

39.3 Cost of linen items lost or damaged/torn while in contractor's custody and attributed to him or when the minimum service life of linen item(s) is not attained, shall be recovered from the contractor by Hospital authorities at that point in time. The Dean's decision as to whether such loss or damage is on the contractor's account shall be final and binding on the contractor. Linen items found to be in shortage during audit checks at the laundry will also be considered in this clause.

39.4 In the event of unsatisfactory quality of washing, cleaning, or ironing of linen or mixing of torn/dirty linen with fresh linen, a penalty of ₹ 2000/- (Rupees Two Thousand only) per complaint will be imposed. The amount of penalty that will be levied will be final and binding on the Contractor.

39.5 In addition, the compensation awarded to the complainant(s) in any court of law or consumer forum that is attributable to the work carried out by the contractor under this contract agreement shall be recovered from the contractor at the sole discretion of the DMER. The decision of the DMER Administration in this regard shall be final and binding on the contractor.

39.6 In case the contractor's staff is not wearing prescribed uniform, a Penalty of ₹100/- per person per occasion will be imposed.

39.7 If prescribed/approved chemicals are not used in the laundry in adequate quantities, a penalty of ₹10/- per chemical per kg of linen washed with unapproved/inadequate quantities of chemicals will be imposed. The decision of Deans/Medical

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMR. MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

Superintendent in this regard, shall be final and binding upon the contractor.

39.8 A penalty of up to **₹10,000 (Rupees Ten Thousand only)** per occurrence may be imposed on the Contractor for non-compliance with any provision of this Agreement or any lawful instructions issued by the Dean or the Directorate of Medical Education and Research (DMER), as identified during inspections or in the course of regular operations.

39.9 The aggregate penalty imposed for unsatisfactory performance and/or deficiency in the quality of services shall not be subject to any cap, including 10% of the awarded Contract Value. The Conceding Authority/DMER shall be entitled to recover the entire amount of penalties accrued, including any amount exceeding 10% of the awarded Contract Value, from the Contractor in accordance with the provisions of this Agreement.

39.10 In case if any contractual staff is found under influence of alcoholic drink / narcotic drugs or misbehaves a penalty of ₹ 10,000/- per occasion will be imposed. In addition, the concerned staff will be liable to be discontinued from contractual service.

39.11 If it is found that the contractor has not adhered to the prescribed preventive/regular maintenance schedules for laundry machines & equipment, a penalty of ₹ 1000 will be imposed per machine per day. In case of breakdown of laundry machines or associated equipment, rate of penalty per machine/equipment under breakdown shall be as under:

Sr. No.	Duration	Penalty Amount
1	For the first 24 hrs. of failure	Nil
2	For next three days	₹ 5000 per day
3	For subsequent three days	₹ 10,000 per day
4	Thereafter	₹ 15,000 per day

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

DMER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SHRI SERVICES PVT. LTD.

39.12 Repeated breakdown of more than once in a month for any machine or associated equipment will attract an additional penalty of ₹ 10,000 per case, irrespective of the failure duration.

39.13 The contractor shall plan breakdown attention in such a way that it shall not affect normal production output and working of laundry. Under no circumstances should the work of providing required clean linen to Wards/OTs & Departments get affected.

39.14 The contractor shall be liable to be penalized for any undesirable activities by his staff, endangering the image of Government. In this regard decision of DMER will be final and binding upon the contractor.

39.15 Contractor has to abide with all environmental, statutory, legal requirements as per the law applicable from time to time for the operation of mechanized laundry and for the labour deployed by him. Any failure will be viewed very seriously and a penalty of not less than ₹ 10,000/- will be imposed and any compensation/penalty imposed by the respective authorities will have to be paid by the contractor.

39.16 If the instruments for checking the whiteness of linen are not provided by the contractor or not the instruments are calibrated timely, a penalty of ₹ 5000 per day per instrument for the first 7 days and ₹ 20,000 per day per instrument thereafter, till the availability of calibrated instruments shall be imposed.

39.17 If the firm does not wash any linen article as per prescribed frequency or as per the instructions given by Hospital administration, a penalty @ ₹ 100 per article will be imposed.

39.18 In case if CCTV surveillance and/or it's feed to the designated locations is out of order and are not repaired within 24 hours, a penalty @ ₹ 5000 per day thereafter may be imposed till the restoration of system. In case of unavailability of 48 hrs. recording storage, a penalty @ ₹ 5000 per instance will be

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI
आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

NOTARY
S. R. LOKHANDE
MUMBAI
MAHARASHTRA
Reg. No. 4643
Expiry Dt. 01-10-2027
GOVT. OF INDIA

imposed.

39.19 In case of non-working of any machine/equipment/system/plant as mentioned in the special conditions of contract, an appropriate penalty between ₹ 5000 per day as deemed fit by DMER will be imposed on the contractor.

40. MISCELLANEOUS PROVISIONS

40.1 **Notices:** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post, or by email with confirmation of receipt, to the addresses specified below:

For Conceding Authority:

Commissioner, Directorate of Medical Education and Ayush, Email: pa.commissionermededu@gmail.com

For Concessionaire: Smart Services Private Limited, 403, Western Court, Building D, Opp. E-square, Bhamburda, Shivaji Nagar Pune 411016, India - Email: info@smartservicesindia.net

40.2 **Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties.

40.3 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

40.4 **Entire Agreement:** This Agreement, together with its Schedules, constitutes the entire agreement between the Parties

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

40.5 **Assignment:** The Concessionaire shall not assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the Conceding Authority.

40.6 **No Partnership:** Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.

40.7 **Waiver:** No waiver of any breach of any provision of this Agreement shall be effective unless made in writing and signed by the Party granting the waiver. A waiver of any breach shall not be deemed a waiver of any subsequent breach.

40.8 Notwithstanding anything contained elsewhere in this Agreement, all reports, drawings, designs, layouts, manuals, standard operating procedures, inspection records, maintenance records, software configurations, databases, linen tracking records, RFID data, barcode records, Management Information System (MIS) reports, operational records, product developed by artificial intelligence and all other information generated during execution of this Project shall remain the exclusive property of the Conceding Authority.

The Concessionaire shall not claim any proprietary right over Government operational data or confidential information generated during execution of the Project.

Upon expiry or termination of this Agreement, the Concessionaire shall hand over all such records, software data, manuals, passwords, licences, reports and databases to the

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

Conceding Authority without claiming any additional consideration.

Government shall not be liable for indirect damages, consequential damages, business loss, loss of profits, goodwill, opportunity cost or punitive damages.

40.9 **Blacklisting**

Government may blacklist/debar contractor for

- fraud
- corruption
- forged documents
- abandonment
- repeated SLA failures
- cartelization
- bribery
- national security concerns
- concealment of facts

Annexure I: LIST OF GOVERNMENT MEDICAL COLLEGES AND HOSPITALS.

Annexure II: List of Laundry machines/consumables required to be installed in the allocated space

Annexure III: List of Laundry Items with tentative frequency; of washing

Annexure IV: SLA, KPIs & Penality Matrix

Annexure V: Indicative layout of mechanized laundry center is illustrated below. Please note the area / dimension of the laundry center might differ amongst locations.

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

FOR AND ON BEHALF OF THE GOVERNOR OF MAHARASHTRA (Conceding Authority)	**FOR AND ON BEHALF OF SMART SERVICES PRIVATE LIMITED** (Concessionaire)
Mr. Anil Bhandari, (IAS)	Mr. Abhijeet Ramraje
Commissioner, Directorate of Medical Education and Ayush, Mumbai	Assistant General Manager, M/s. Smart Service Pvt. Ltd.

WITNESSES:

1. Mr. Vishnu Y. Kamadi
   Chief Administrative Officer, DMER

2. Mr. Amol B. Gurav
   Assistant Manager, M/s. Smart Service Pvt. Ltd.

BEFORE ME
S.R. LOKHANDE
NOTARY
MUMBAI MAHARASHTRA
30 JUL 2026

NOTED & REGISTERED
Sr. No. 1801 / 65
Dated 30 JUL 2026

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

Annexure I

List of Hospitals for Laundry Services

Final list of 43 institutes and attached hospitals will be published before bid submission:

Sr No	Name of Hospital	No of Beds	Category
1.	GMCH Ch. Sambhajinagar	1800	A
2.	GGMC & JJ Hospital, Mumbai	1352	A
3.	GMCH, Nagpur	1721	A
4.	BJGMC & Sasoon Hospital, Pune	1296	A
5.	GMCH Nanded	1086	A
6.	GMCH, Latur	720	B
7.	GMCH, Ambajogai	518	B
8.	GMCH, Akola	840	B
9.	GMCH, Yavatmal	598	B
10.	GMCH, Solapur	763	B
11.	GMCH, Kolhapur	665	B
12.	GMCH, Chandrapur	650	B
13.	GMCH, Gondia	510	B
14.	IGGMCH, Nagpur	872	B
15.	GMCH, Dhule	650	B
16.	GMCH, Sindhudurg	500	B
17.	GMC & GT Hospital, Mumbai	521	B
18.	GMCH, Nashik	607	B
19.	GMCH, Hingoli	420	C
20.	Cama Albless Hospital, Mumbai	370	C
21.	GMCH, Nandurbar	430	C
22.	GMCH, Ratnagiri	430	C
23.	GMCH, Jalgaon	456	C
24.	GMCH, Dharashiv	430	C
25.	GMCH, Sangli	390	C
26.	GACH, Nanded	230	C
27.	RA Podar College & Hospital, Mumbai	230	C
28.	GMCH, Baramati	470	C
29.	GMCH, Miraj	380	C
30.	GACH, Nagpur	180	C
31.	GACH, Dharashiv	172	C
32.	GMCH, Gadchiroli	430	C
33.	GMCH, Alibag	430	C
34.	GMCH, Amravati	430	C
35.	GMCH, Bhandara	482	C
36.	GMCH, Buldhana	400	C

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

37.	GMCH, Jalna	430	C
38.	GMCH, Parbhani	430	C
39.	GMCH, Satara	430	C
40.	GACH, Baramati	100	D
41.	GHCH, Vileparle	30	D
42.	GACH, Jalgaon	100	D
43.	GHCH, Jalgaon	30	D

NOTARY GOVT OF INDIA S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SWAMIT SERVICES PVT. LTD.

Annexure II

List of Laundry machines / consumables required to be installed in the allocated space

Note:

1. The bidder must have to install all allied equipment/instruments necessary for managing laundry services.
2. The Bidder will have install machines as per actual requirement of the Hospitals.

#	Category	Item	Purpose
1	Sorting & Weighing	Sorting tables & bins	Stainless steel or plastic; easy to clean
2	Sorting & Weighing	Color-coded laundry carts or trolleys	Heavy-duty wheels; stackable
3	Sorting & Weighing	Weighing scales	Digital, platform type; up to 100 kg
4	Sorting & Weighing	Laundry tags	waterproof tags
5	Washing Section	Washer Extractors	25, 40, 60, 120kg
6	Washing Section	Dryer	40, 60, 120kg
7	Washing Section	Detergent dosing systems	Automated or manual
8	Washing Section	Water softener	Required for hard water
9	Washing Section	Pre-wash soaking tanks	Stainless steel; 1000 Liters
10	Drying Section	Industrial Tumble Dryers	30–100 kg capacity; 3–5 units
11	Drying Section	Dry cleaning/sanitization cabin	For delicate garments
12	Chemical & Detergent Storage	Commercial detergents & disinfection chemicals	Bulk packaging; branded
13	Chemical & Detergent Storage	Storage racks or cabinets	Ventilated and chemical-resistant
14	Ironing & Finishing Section	Flatwork ironers	For bedsheets, uniforms, etc.

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI ★ आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई

SMART SERVICES PVT. LTD.

NOTARY GOVT OF INDIA S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027

#	Category	Item	Purpose
15	Ironing & Finishing Section	Steam presses / vacuum ironing tables	Industrial type
16	Ironing & Finishing Section	Steam generators/boilers	Capacity based on load; diesel/electric
17	Ironing & Finishing Section	Garment steamers	Optional, for delicate clothing
18	Folding & Packing Section	Folding tables	Ergonomic height
19	Folding & Packing Section	Labeling/barcoding systems	Linked to laundry management software
20	Utilities	Steam boiler	Diesel/gas/electric with safety valves
21	Utilities	Water storage tank & pump	Minimum 10,000 litres
22	Utilities	Water treatment plant (ETP/STP)	As per pollution norms
23	Utilities	Air compressor	For pneumatic presses
24	Utilities	Generator/UPS	Backup for 100% load
25	Management & IT Systems	Laundry Management Software	To be integrated with NextGen eHospital Management System
26	Management & IT Systems	POS and billing systems	
27	Safety & Miscellaneous	Fire extinguishers	CO2 and foam type
28	Safety & Miscellaneous	Ventilation and exhaust systems	High capacity industrial

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI
आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

NOTARY
S. R. LOKHANDE
MUMBAI
MAHARASHTRA
Reg. No. 4643
Expiry Dt. 01-10-2027
GOVT. OF INDIA

Annexure III

List of Laundry Items with tentative frequency of washing

1. List of items per OT

Sr. No.	List of items per OT	Per Unit	Weight per unit (in grams)	Quantity Per Day	Daily Frequency	Monthly Wash	Weight of Month wash (in grams)	Yearly Wash	Weight of Yearly Wash (in grams)	Weight of Yearly Wash (in Kgs)
A	B	C	D	E	F	G	H	I	J	K
1	Green OT Shirt	1	215	50	12.5	375	80625	4500	967500	968
2	Green OT Pant	1	250	50	12.5	375	93750	4500	1125000	1125
3	Surgeon Green Gown	1	413	12	12.5	375	154875	4500	1858500	1859
4	Servant OT Shirt (White)	1	210	12	3	90	18900	1080	226800	227
5	Servant OT Pant (White)	1	248	12	3	90	22320	1080	267840	268
6	Back Gown	1	280	50	12.5	375	105000	4500	1260000	1260
7	Masks	1	18	50	0	0	0	0	0	0
8	Green Towel	1	200	12	20	600	120000	7200	1440000	1440
9	Abdomen Towel	1	200	12	20	600	120000	7200	1440000	1440
10	Dressing Towels	1	200	12	15	450	90000	5400	1080000	1080
11	Sheets (Slit Sheet)	1	608	12	12.5	375	228000	4500	2736000	2736
12	Neuro Sheet	1	610	12	12.5	375	228750	4500	2745000	2745
13	Vaginal Sheet	1	650	12	10	300	195000	3600	2340000	2340
14	Kangaroo Bags	1	45	12	3	90	4050	1080	48600	49
15	IV Set Cover	1	76	4	1	30	2280	360	27360	27
16	Machin Cover	1	465	2	0.5	15	6975	180	83700	84
17	O2 bag Cover	1	44	2	0.5	15	660	180	7920	8

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI

SMART SERVICES PVT. LTD.

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

Sr. No.	List of items per OT	Per Unit	Weight per unit (in grams)	Quantity Per Day	Daily Frequency	Monthly Wash	Weight of Month wash (in grams)	Yearly Wash	Weight of Yearly Wash (in grams)	Weight of Yearly Wash (in Kgs)
18	Tray Cover	1	54	12	20	600	32400	7200	388800	389
19	Operation Legging	1	112	50	12.5	375	42000	4500	504000	504
20	Surgical Caps	1	42	50	0	0	0	0	0	0
21	Green Sheet	1	600	50	12.5	375	225000	4500	2700000	2700
22	Slit Towel / Whole Towel	1	212	24	10	300	63600	3600	763200	763
23	Trolley Cover	1	500	6	1.5	45	22500	540	270000	270
24	Doctor Towel (Turkish)	1	406	12	12	360	146160	4320	1753920	1754
Total		**24**	**6658**	**532**	**219.5**	**6585**	**2002845**	**79020**	**24034140**	**24034**

2. List of items per bed

Sr. No.	List of items per Bed	Per Unit	Weight per unit (in grams)	Quantity Per Bed (Per Year)	Daily Frequency	Monthly Wash	Weight of Month wash (in grams)	Yearly Wash	Weight of Yearly Wash (in grams)	Weight of Yearly Wash (in Kgs)
A	B	C	D	E	F	G	H	I	J	K
1	Pillow cases	1	106	3	1.00	30	3180	360	38160	38
2	Blanket	1	1110	2	0.50	15	16650	180	199800	200
3	Bed Sheets (Cotton)	1	594	6	1.00	30	17820	360	213840	214
4	Draw sheets (Manjarpat)	1	232	4	0.50	15	3480	180	41760	42
5	Patient towels	1	102	3	1.00	30	3060	360	36720	37
6	Patient Coat	1	212	4	1.00	30	6360	360	76320	76
7	Patient Pant	1	238	4	1.00	30	7140	360	85680	86

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH MUMBAI

SMART SERVICES PVT. LTD.

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT OF INDIA

Sr. No.	List of items per Bed	Per Unit	Weight per unit (in grams)	Quantity Per Bed (Per Year)	Daily Frequency	Monthly Wash	Weight of Month wash (in grams)	Yearly Wash	Weight of Yearly Wash (in grams)	Weight of Yearly Wash (in Kgs)
8	Children Towel	1	150	4	0.08	2	360	28.8	4320	4
9	Baby Napkin (Turkish)	1	68	6	0.00	0	0	0	0	0
10	Girls Frock	1	188	3	1.00	30	5640	360	67680	68
11	Boys Coat	1	150	3	1.00	30	4500	360	54000	54
12	Boys Pant	1	78	3	1.00	30	2340	360	28080	28
13	Night Gown	1	304	4	1.00	30	9120	360	109440	109
14	Screen Cover	1	1250	2	0.13	4	5000	48	60000	60
15	Mattress Cover	1	810	1	0.07	2	1620	24	19440	19
16	Window Curtain	1	535	1	0.07	2	1070	24	12840	13
17	Partition Curtain	1	1560	1	0.07	2	3120	24	37440	37
18	Solapuri	1	1148	2	0.50	15	17220	180	206640	207
19	Lobby Curtain	1	652	1	0.25	8	4890	90	58680	59
20	Mosquito Net	1	500	1	0.03	1	500	12	6000	6
21	Black Curtain	1	665	1	0.03	1	665	12	7980	8
22	Cook Apron	1	130	5	0.33	10	1300	120	15600	16
23	Cook Duster	1	98	5	0.33	10	980	120	11760	12
Total		**23**	**10880**	**69**	**11.89**	**356.9**	**116015**	**4282.8**	**1392180**	**1392**

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

SMART SERVICES PVT. LTD.

Annexure IV
SERVICE LEVEL AGREEMENT (SLA)

For Mechanized Laundry Services on BOOT Basis under DMER, Government of Maharashtra

- Service Delivery Standards

  The Concessionaire shall provide end-to-end mechanized laundry services for all hospital linen, including collection, segregation, washing, disinfection, drying, ironing, folding, packing, and delivery. All linen shall be processed in accordance with NABH standards, infection control protocols, and applicable statutory requirements. The Concessionaire shall ensure timely collection and delivery, maintain adequate linen availability, prevent cross-contamination through proper handling practices, and deliver linen that is clean, disinfected, stain-free, odor-free, properly ironed, and fit for immediate use. Continuous quality control and compliance with hospital policies and regulatory standards shall be maintained throughout the Contract Period.

- Linen Collection SLA

  The Concessionaire shall ensure timely collection of soiled linen from all designated hospital locations. Routine linen collection requests shall be attended to within 4 hours of requisition, while emergency collection requests shall be attended to within 1 hour of notification. Failure to adhere to the prescribed timelines may attract service level penalties as specified in the Agreement.

- Linen Processing SLA

All linen shall be processed using approved wash formulas, detergents, and disinfection procedures in compliance with hospital infection control protocols and applicable healthcare standards.

- Linen Delivery SLA

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI
आयुक्त, वैद्यकीय शिक्षण व आयुष, मुंबई.

S. R. LOKHANDE
MUMBAI
MAHARASHTRA
Reg. No. 4643
Expiry Dt. 01-10-2027
NOTARY OF INDIA

SMART SERVICES PVT. LTD.

The Concessionaire shall ensure delivery of processed linen within **24 hours** for routine requirements and within **6 hours** for emergency requirements, ensuring uninterrupted hospital operations.

- Quality Assurance

All delivered linen shall be clean, disinfected, dry, stain-free, odor-free, free from contamination, and without tears or visible damage, making it fit for immediate use.

- Infection Prevention & Control

The Concessionaire shall maintain separate processing streams for infected linen, operation theatre (OT) linen, and general linen to prevent cross-contamination and ensure compliance with infection control guidelines.

- Equipment Uptime

The Concessionaire shall maintain a minimum monthly uptime of **95%** for all critical laundry equipment and provide timely maintenance to avoid service disruptions.

- Manpower Standards

Adequate numbers of trained and qualified personnel shall be deployed across all shifts to ensure uninterrupted services and **100% staffing compliance** at all times.

- Environmental Compliance

The Concessionaire shall ensure treatment and disposal of wastewater, sludge, and other waste generated from laundry operations in accordance with applicable laws, MPCB regulations, and environmental standards.

- MIS Reporting

Authority	Concessionaire

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027

Monthly performance reports, including operational, quality, and SLA compliance details, shall be submitted to the Hospital Authority on or before the **5th day** of the succeeding month.

- Monitoring Framework

DMER, the Dean, Medical Superintendent, or their authorized representatives may conduct inspections, audits, and performance reviews of the laundry facility and related operations at any time.

- Escalation Matrix

Service issues shall be escalated through the following hierarchy: **Level 1 – Hospital Nodal Officer; Level 2 – Dean/Medical Superintendent; Level 3 – Commissioner, DMER**.

- Chronic Default

Failure to achieve **90% SLA compliance** for three consecutive months shall constitute a Chronic Default and may attract contractual remedies, including penalties or termination.

- Corrective Action

Upon receipt of a notice of deficiency, the Concessionaire shall submit a detailed Corrective Action Plan (CAP) within **72 hours** and implement the approved measures within the stipulated timeframe.

- Incentive Clause

The Dean, Medical Superintendent, or DMER may recognize and reward exceptional performance where the Concessionaire consistently achieves **SLA compliance exceeding 98%**.

- Audit Rights

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI

SMART SERVICES PVT. LTD.

NOTARY S.R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

DMER, the Dean, Medical Superintendent, or any authorized agency shall have the right to conduct technical, operational, financial, quality, and compliance audits of the Concessionaire's services and records at any time during the Contract Period.

- Key Performance Indicators (KPIs)

Parameter	Target	Frequency	Evidence
Plant Availability	95%	Monthly	Uptime Logbook
Routine Linen TAT	24 Hours	Daily	Registers
Emergency Linen TAT	6 Hours	Daily	Registers
Linen Loss	<=0.5%	Monthly	Register of wards, OT's & Departments.
Linen Damage	<=1%	Monthly	Register of wards, OT's & Departments.
Complaint Resolution	24 Hours	Monthly	Complaint Register

- Penalty Matrix

Default	Penalty
Routine linen delivery delay	₹5,000 per incident
Emergency linen delivery delay	₹10,000 per incident
Plant uptime below 95%	₹25,000 per % reduction
Linen loss beyond limit	Replacement cost + ₹500/item
Linen damage beyond limit	Replacement cost + ₹500/item
Infection control violation	₹50,000 per incident
Unauthorized use of facility	₹1,00,000 per occurrence
Repeated defaults	Up to 5% deduction from monthly bill
Unsatisfactory quality of washing, Cleaning Or ironing of linen or mixing of torn/dirty linen with fresh linen	2000 per complaint
staff is not wearing prescribed uniform, a Penalty	₹100/- per person per occasion

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI

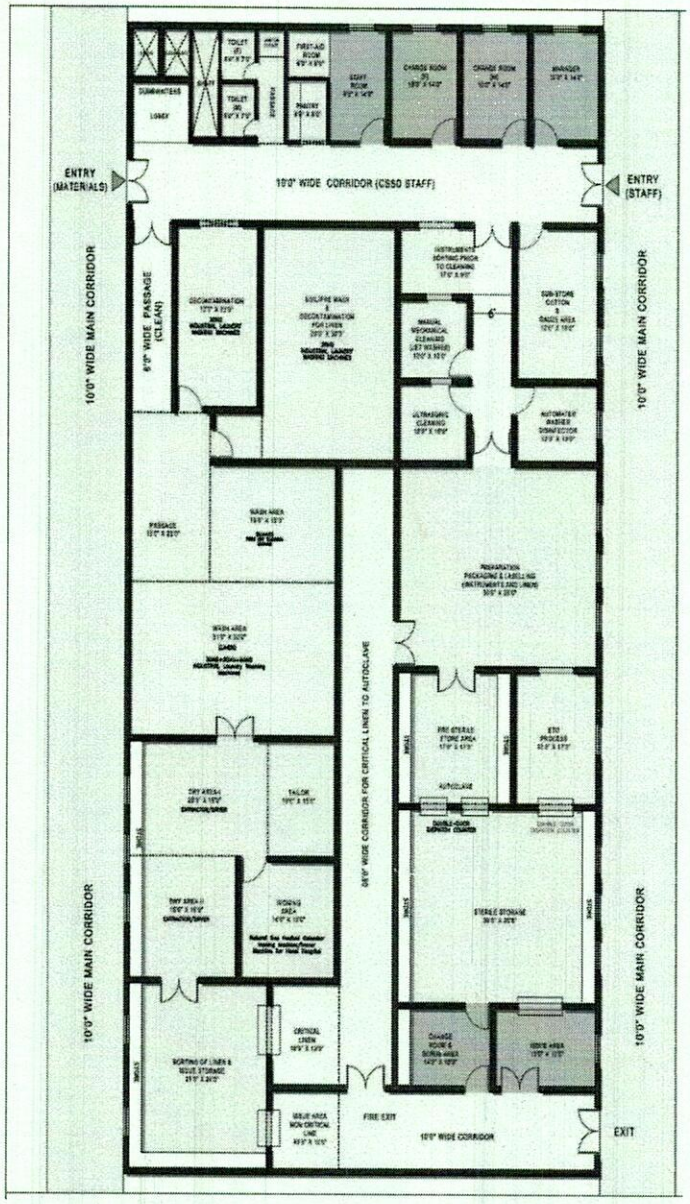
SMART SERVICES PVT. LTD.

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027

Annexure V

Indicative layout of mechanized laundry center is illustrated below. Please note the area / dimensions of the laundry center might differ amongst locations:

s **Layout**



NOTARY GOVT. OF INDIA
S. R. LOKHANDE
MUMBAI
MAHARASHTRA
Reg. No. 4643
Expiry Dt.
01-10-2027

Authority	Concessionaire

COMMISSIONER MEDICAL EDUCATION & AYUSH, MUMBAI
SMART SERVICES PVT. LTD.