



महाराष्ट्र MAHARASHTRA

2024

CT 238627



श्रीम. एस. एस. चव्हाण

AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement") is made on this the **11th day of October 2024** (hereinafter referred to as "Effective Date") at Mumbai, India By & Between **Director, AYUSH DIRECTORATE, Government of Maharashtra, having its office at St. George's Hospital Campus, 4th Floor, P D'Mello Road, Near CSMT Station, Mumbai - 400001** (hereinafter referred to as "Directorate", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, representatives, Associates and permitted assigns) of the **FIRST PART;**


Director
Directorate of Ayush
Maharashtra State Mumbai



जोडपत्र - २ Annexure - II Agreement

दस्तावा प्रकार	
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळकर्ताचे नाव	SMART SERVICES PVT. LTD.
मुद्रांक विपरीत घेण्याचे नाव	Office No.: 52, 5th Floor, Mittal Chamber, Opp. CR2 Mall, Nariman Point, Mumbai - 400 021.
दुरुन्या पक्षकाराचा नाव	
हस्त शिल्लकाचे नाव व पत्ता	
मुद्रांक शुल्क रक्कम	Commission MRR
मुद्रांक शिंक का. कि. अनु. कमा. दिनांक	H.C. Samsle
मुद्रांक शिंकत घेण्याची सही	श्री. भगवान म्हात्रे
मुद्रांक शिल्लकाची सही	
परवाना क्रमांक :	60000098
मुद्रांक शिंकत घेण्याचा : मुख्य शाखा मंत्रालय, मुंबई	
दि महाराष्ट्र मंत्रालय ऑफ अलाईड ऑफीसेस, मुंबई	
मंत्रालय - 400, 022.	
ज्या कारणासाठी ज्याची मुद्रांक खरेदी	
मुद्रांक खरेदी घेतल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.	

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And

M/s. Smart Service Private Limited - a Company incorporated under the Companies Act, 1956, having its registered office **403, 4th floor, Western Court, Building – D Opp-e Square, Bhambhurda, Shivaji Nagar, Pune – 400016, Maharashtra, India** (hereinafter referred to as “**SELECTED BIDDER**” at (hereinafter referred to as “**SELECTED BIDDER**” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

Whereas:

- a. The Directorate has issued the **Request for Proposal No. 2024_MERDM_1057615 dated 23rd July 2024** (hereinafter referred to as “**RFP**”) through an open competitive bidding process, invited proposals from organizations by way of RFP, to appoint reputed organizations which can supply the requisite manpower to enable the Directorate of Medical Education and Research (DMER) to build a competent and sustainable organization team for supporting the execution of its several programs and projects.
- b. **SELECTED BIDDER** had participated in the bidding process and post evaluation of its bid, **SELECTED BIDDER** has been selected as a successful bidder to supply the requisite manpower including relevant machineries and consumables attached as **Annexure A to F**.
- c. The Directorate has issued a **letter of intent (LOI) No. DMER/M&E PUR/Tender Acceptance/14446/2024 dated 9th day of October 2024** in favor of **SELECTED BIDDER** thereby onboarding **SELECTED BIDDER** as successful agency for the project and calling upon it to execute the contract with it.

Now, therefore, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, with the intent to make themselves legally bound agree as follows:

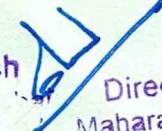
1. Definitions:

In this Agreement, in addition to other words and expressions that may be defined elsewhere in this Agreement, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the

meanings as ascribed hereunder:

- 1.1. **"Agreement"** means this service agreement, its Schedules, its Annexures and any written amendments or Variations thereof, made in accordance with its terms including RFP and its annexures.
- 1.2. **"Applicable Law"** means, with respect to each Party, all laws, codes, ordinances, statutes, rules, regulations, orders, decrees, judgments, injunctions, notices or binding agreements promulgated or entered into or issued by any Government Authority having jurisdiction over such Party, the Project or such Party's obligations under this Agreement, as the same may be modified, amended or repealed from time to time.
- 1.3. **"Attrition Rate"** means the ratio of resources leaving the team of Personnel deployed to the total number of resources within the team of Personnel deployed calculated per year as a percentage.
- 1.4. **"Business Day"** means any day other than Saturday, Sunday, Public holidays in the State of Maharashtra or other holiday as observed by USER DIRECTORATE.
- 1.5. **"Business Hours"** means the working hours on all Business Days.
- 1.6. **"Change in Tax"** means, after the Execution Date: (a) a change in the rate of an existing Tax after execution of the Agreement; or (b) the imposition of a new Tax or repeal of any existing Tax in relation to the direct transaction between the Parties, but excluding changes in withholding taxes and direct taxes (which include income tax, profession tax and formation of a new law by subsuming of existing laws).
- 1.7. **"Claim"** includes any claim, proceeding, cause of action, action, demand, penalty or suit (including by way of contribution or indemnity) at law or in equity
- 1.8. **"Commencement Date"** means the date from which the Parties become liable to perform their obligations under this Agreement.
- 1.9. **"Government Authority"** means any federal, State, local and municipal or other governmental, regulatory, administrative, judicial, quasi-judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.
- 1.10. **"Agency's Representative"** means the person nominated by Agency for execution of this agreement.
- 1.11. **"Loss"** means any and all judgments, damages, fines, losses, liabilities,


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interest, awards, penalties, costs and expenses, including, reasonable attorneys' fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings.

1.12. **"Directorate's Representative"** means the person nominated by Directorate for execution of this agreement.

1.13. **"Notice"** means a notice given in accordance with this Agreement.

1.14. **"Personnel"** means in relation to Agency's employees / contractual resources, officers who are deployed under this Agreement.

1.15. **"Price"** shall have meaning ascribed to it in this Agreement.

1.16. **"Resource Deployment Time"** shall mean the time that is agreed between the Agency and Directorate of Medical Education & Research (DMER) for the supply of resources at the various locations.

1.17. **"Scope of Work"** means the scope of work in relation to programs and projects of Directorate, as detailed in this Agreement.

1.18. **"Start Date"** means the first day of joining of Agency's resource Personnel at Directorate's location under this Agreement.

1.19. **"Taxes"** means any taxes, fees, levies, statutory charges, interest, penalties or other sum levied pursuant to any Applicable Law, including all sales, value added, excise and storage taxes, service taxes, licence and permit fees, entry tax, works contract, levies, cess, imposts, deductions, charges, withholdings and duties

1.20. **"Work Order"** shall mean the work order issued by Directorate to Agency to deploy the requisite resources at designated location of Directorate under this Agreement.

2. Interpretation:

In this agreement, unless a contrary intention is evident:

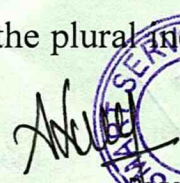
2.1. The clause headings are for convenient reference only and do not form part of this agreement;

2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

□ 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this agreement including any amendments or modifications to the same from time to time;

□ 2.4. A word in the singular includes the plural and a word in the plural includes

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the singular;

- ☐ 2.5. A word importing a gender includes any other gender;
- ☐ 2.6. A reference to a person includes a partnership and a body corporate;
- ☐ 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- ☐ 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

In the event of an inconsistency between the terms of this agreement and the RFP and the Bid, the terms of RFP shall prevail.

3. Priority of documents

- ☐ The several documents forming the agreement shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming this agreement shall be as follows:

3.1. This Agreement

3.2. Work Order

3.3. GR No. MED-2023/C.r. 257/Prasha-2 Dated 9th October 2024

3.4. Directorate's Letter of Intent (LoI)

3.5. RFP Document along with Pre Bid reply and Corrigendum

- ☐ 3.6. Any other document which has expressly agreed to by the Parties to form part of the agreement.

4. Performance Bank Guarantee (PBG)

- 4.1. On receipt of LOI, SELECTED BIDDER shall deposit the **Performance Bank Guarantee (PBG) of Rs 3,00,00,000/-** by way of Bank Guarantee from a nationalized or Scheduled Bank with DIRECTORATE within the stipulated timeline mentioned in the LOI.
- 4.2. The PBG so submitted shall be valid for period of 12 months and the same shall be renewed every year.
- 4.3. However, after 6 months of implementation of the project, if it is found that the demand is exceeding the projected manpower requirement, the SELECTED BIDDER will have to furnish additional Performance Bank Guarantee (PBG) proportionate to the increase in order value.

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4.4. **SELECTED BIDDER** shall have option of converting the EMD so paid while submitting the Bid into the PBG to be deposited with the Directorate. On the submission of performance bank guarantee, the EMD will be returned to the selected Bidder.

4.5. The proceeds of PBG shall be payable to **DIRECTORATE** as compensation for any loss / penalties / liquidated damages resulting on account of **SELECTED BIDDER**'s failure under this agreement.

4.6. **SELECTED BIDDER** shall have to furnish a renewed PBG for an appropriate extended period in case **DIRECTORATE** shall decide to extend the empanelment period.

5. Confidentiality

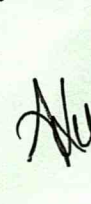
5.1. **SELECTED BIDDER** agree that **DIRECTORATE**, during the term of agreement, shall make available sensitive data which may be highly confidential pertaining to the Directorate 's operation, government policy & guidelines etc (hereinafter referred to as "**Confidential Information**") to EMPANELED AGENCY's resources deployed at **DIRECTORATE**'s location under this Project. Hence, the function of **DIRECTORATE** requires **SELECTED BIDDER** to demonstrate utmost care, sensitivity and strict confidentiality. Disclosure or usage of such data by any un-authorized recipient may cause considerable damage to **DIRECTORATE**.

5.2. **SELECTED BIDDER** hereby agree to maintain strict privacy and confidentiality of **DIRECTORATE**'s confidential information so provided under this agreement or its resources may get access to while working at **DIRECTORATE**.

5.3. **SELECTED BIDDER**, shall not copy the confidential Information or allow it to be copied or disclosed, transfer, publish or communicate the confidential information in any manner to any person directly or indirectly in whole or in part, without **DIRECTORATE**'s prior written consent except as otherwise expressly provided in this Agreement or as required in connection with **SELECTED BIDDER**'s use as permitted by **DIRECTORATE**.

5.4. **SELECTED BIDDER** shall make adequate provisions so as not to allow unrestricted access to such confidential information to people who may not have necessary permissions. **SELECTED BIDDER** or any of its resource shall not sell or part with such data in any form.


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5.5. SELECTED BIDDER, further agree to take such steps necessary to protect DIRECTORATE's confidential information from unauthorized use, reproduction and disclosure as AGENCY may take in relation to its own confidential information of the same type, but in no event less than reasonable care; and to use such confidential information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by DIRECTORATE in writing

5.6. In case of any breach of this confidentiality clause by AGENCY or any of its deployed resource then, heavy penalty or termination of the agreement or both shall be imposed along with prosecution by DIRECTORATE. The amount of the penalty will be decided by DIRECTORATE based upon severity of the default.

5.7. This confidentiality clause does not apply to any information / data if it:

☐ 5.7.1. is publicly known or becomes publicly known other than by breach of this Agreement or any other obligation of confidentiality by SELECTED BIDDER.

5.7.2. was rightfully in the possession of SELECTED BIDDER at the time of disclosure to it without any obligation to restrict its further use or disclosure.

☐ 5.7.3. is disclosed to SELECTED BIDDER without restriction by a third party when the third party is not, to the best of SELECTED BIDDER's knowledge, subject to a confidentiality obligation to the Disclosing Party; or

5.7.4. is developed independently by SELECTED BIDDER without reliance on any of DIRECTORATE's confidential information;

5.8. SELECTED BIDDER's resources will have to sign a Non-Disclosure Agreement (NDA) with DIRECTORATE at the time of their deployment under this agreement.

6. Ethics:

SELECTED BIDDER represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee of the Directorate or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in

violation of DIRECTORATE's standard policies and may result in cancellation of this Agreement.

7. Profiles of the Resources to be deployed

- 7.1. SELECTED BIDDER shall ensure that resources to be deployed under this Agreement, shall possess the minimum qualification as detailed in this Agreement.

8. Supply of manpower and equipment and timeline for resources deployment

- 8.1. The contract period shall be for a period of 3 years from signing of this agreement, as per the clause No. 2.3.2 of the RFP issued by this office and same is already mentioned in the Government Resolution dated October 9, 2024 Clause No. 2 (Terms & Conditions)

- 8.2. In consideration of the payment to be made by Directorate / Dean to Selected Bidder under this Agreement, Selected Bidder hereby agree to deploy the resources as per requirement detailed in Work Order (s) to be issued by Directorate from time to time, in accordance with the terms and conditions of this Agreement and scope of work of RFP.

- 8.3. The resources being deployed by Selected Bidder under various categories will work under the overall supervision of the Directorate / Dean / Medical Superintendent / Principal of the respective Medical, Dental, Ayurvedic Colleges / Hospitals.

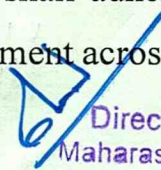
- 8.4. Selected Bidder shall adhere to the timelines for deployment of resources and equipment under this agreement across various categories and level, upon acceptance of the Work Order issued by Directorate.

- 8.5. The Parties shall hold quarterly meeting wherein, among other agenda items, the Performance of existing resources deployed by agency shall be discussed in meeting and based on that, if required, agency shall replace existing resources if their performance is not satisfactory.

- 8.6. As and when required, the Directorate / Institutes may request Selected Bidder to increase the number of deployment of resources / equipment under this Agreement by issuing a Work Order. Selected Bidder shall consider the request of Directorate / Institute for such increase in the number of resources / equipment deployed under this Agreement.

- 8.7. Selected Bidder shall adhere to the timelines for deployment of additional resources / equipment across various categories and level, upon acceptance of




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Maharashtra State Mumbai



the Work Order issued by Directorate / Institute.

- 8.8. In the event of the replacement of resource as stated above, Selected Bidder shall initiate the process of replacement, reliving from the services in advance to ensure smooth handover of the responsibilities by the resource so being replaced.
- 8.9. Directorate / Institute may instruct Selected Bidder to replace any of its resource who is found unacceptable to Directorate / Institute on grounds of security risks, incompetence, conflict of interest, misconduct.
- 8.10. Profile of the new resource on replacement of earlier resource deployed, shall be first approved by Directorate / Institute prior to being engaged in the handover process.
- 8.11. SELECTED BIDDER shall adhere to the stipulated timelines for replacement of resource across various categories and level
- 8.12. In case of maternity leave granted as applicable under the Maternity Benefit (Amendment) Act, 2017, replacement shall be provided on demand from the Directorate of Medical Education and Research (DMER), Government of Maharashtra.

9. Selected Bidder's Obligations

- 9.1. Selected Bidder's obligations shall include all the activities as specified by the Directorate in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Directorate / Institute to meet the objectives and operational requirements.
- 9.2. It will be Selected Bidder's responsibility to ensure the proper and successful deployment of the manpower resources and equipment in accordance with and in strict adherence to the terms of RFP and this Agreement.
- 9.3. Selected Bidder shall bear all expenses regarding preparation of manpower's identity card, uniform and shall ensure that the resources deployed shall wear the identity card at all time while on duty.
- 9.4. Selected Bidder shall be responsible for release of the payment to the deployed resources into their respective Bank accounts.
- 9.5. Selected Bidder shall retain all the documentary proof/papers of the respective statutory bodies i.e., Employees / contractual resources State Insurance, Provident Fund and GST. These documents shall be deposited by Selected Bidder on specific request of the Directorate / Institute.

- 9.6. Selected Bidder shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger/SMS from the Directorate / Institute shall be acknowledged immediately on receipt on the same day.
- 9.7. Selected Bidder shall fulfil any other obligations as mentioned in the RFP document.
- 9.8. SELECTED BIDDER shall comply with all prevailing applicable laws and rules of Government of India and/or Government of Maharashtra.

10. Directorate's Obligations

- 10.1. The Directorate / Institute nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to Selected Bidder.
- 10.2. The Directorate / Institute representative shall interface with Selected Bidder to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the agreement.
- 10.3. The Directorate / Institute may provide on Selected Bidder's request, particulars/information/ or documentation that may be required by Selected Bidder for providing services covered under this agreement.
- 10.4. The Directorate / Institute may provide sitting space and basic infrastructure at the office location to the manpower resources deployed under this Agreement.
- 10.5. The Directorate / Institute shall ensure that timely approval is provided to Selected Bidder as and when required, which may include approval of manpower resource and equipment deployment plan, or any other document necessary in fulfilment of this agreement.
- 10.6. Dean of respective institute will approve the exhibited area (annexure-A Open and closed area) within 5 days and the concern dean of the institute shall release the payment as per service charge quoted in Government resolution dated 09.10.2024. within 45 days of submission of valid invoice subject to the condition that invoice and all supportive documents produce in order and work is performance as per the scope of project and meeting SLA criteria's, and in case of any delay for releasing the payment within 45 days maximum up-to 60 days Selected Bidder shall pay the salary of the deployed staff till 60 days.


Director
Directorate of Ayush
Maharashtra State Minister


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11. Service Level Agreement

- 11.1. The Selected Bidder will have to provide the required manpower within 30 days (or within such additional time as may be allowed by DMER) from the date of receipt of work order.
- 11.2. Selected Bidder shall monitor and maintain the stipulated service levels to provide quality service to Directorate / Institute. In case of default on any or all such Service Levels, Institute(s) reserve the rights to levy penalties on Agency. The penalties shall be recovered from the Performance Bank Guarantee submitted by the Selected Bidder.
- 11.3. In the event of the Performance Bank Guarantee being insufficient, the balance of the total such recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Selected Bidder under the contract. Should this sum not be sufficient to recover the full amount recoverable, the Selected Bidder shall pay to the DMER the remaining balance due to the Directorate / Institute.
- 11.4. Directorate / Institute shall be at liberty to check any time, the performance of deployed manpower and equipment & may ask for the replacement for any resource that found non-satisfactory.
- 11.5. In exceptional circumstances like resignation or Inter-Institute transfer of the resource for his / her career advancement or any of the personal issues of the resources, Selected Bidder shall substitute such resource with similar resource by giving prior written intimation to Directorate / Institute.
- 11.6. Selected Bidder will follow all the provisions of the Labor Laws whenever applicable and will have to observe all the rules and regulations pertaining to PF and other benefits as applicable.
- 11.7. The institutes shall carry out inspection of the services provided to confirm their conformity to the requirements and scope of work through nominated Nodal Officer for housekeeping services. The Head of Institute or his nominee shall be entitled at any time to inspect the services.
- 11.8. The Selected Bidder shall submit following reports for Quality Assurance:
- 11.8.1. A daily report of staff present on duty in all the shifts should be submitted.
- 11.8.2. A daily report of the status of the equipment and its utilization should be submitted.




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11.8.3. A daily report of the washing undertaken should be submitted.

11.8.4. A daily report of the chemicals and the consumables used should be submitted

11.8.5. A daily report of the general sanitation from the Sanitation Officer or any other officer deputed for the purpose based on the designated Performa should be submitted.

11.8.6. A monthly feedback report from the user areas as based on Key Performance Indicators (KPI) should be submitted.

11.8.7. A centralized complaint reporting and redressal mechanism to be managed by the bidder. The redressal has to be certified by the complainant.

11.8.8. Any other reporting mechanism as desired by the Head of Institute /Directorate / MEDD.

11.9. In case the selected bidder fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the Directorate reserves the right to impose the penalty as detailed below:

Sr No.	Defaults	Penalties (in INR)
1	Workers found without photo ID in the institutes during duty hours.	Rs. 300/- per instance
2	Workers not found in proper uniform	Rs 500/- per instance
3.	Indulging in smoking / drinking/ sleeping or any other misconduct during duty hours by the staff deployed by the Selected Bidder.	Rs. 1000/- with removal of the offender from service.
4	Unsatisfactory Performance	Adverse report by Ad Hoc Committee for inspection. Rs. 1000/- per instance. Adverse Monthly TReport: Rs. 20000/- per report.
5	Machine out of order	Rs. 4000/- per machine per day
6	Wrong / improper chemical used	Rs. 5000/- per instance
7	Absenteeism / under deployment	Rs. 2000/- per instance
8	Complaints are not registered or	Rs. 1000/- per instance

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Sr No.	Defaults	Penalties (in INR)
	not redressed	
9	Absence of personal protective gears	Rs. 400/- per instance
10	For any other breach, violation or contravention of any terms & conditions	Rs. 10000/- will be imposed per day
11	In case the services remain consistently unsatisfactory for a period of more than one week	Penalty of 5% of the monthly bill value will be imposed and deducted.

11.9.1. If the Selected Bidder for reasons attributable to it is not able to commence work as per the terms and conditions of the work order, applicable penalty clause shall be invoked and Directorate may forfeit Performance Bank Guarantee in full and not pay any dues to the Selected Bidder. Besides this Directorate reserves the right to take any legal action against the Selected Bidder.

11.9.2. 2% of total annual cost of bid per week up to 2 weeks delayed, 30 days given time for non-execution of Contract Agreement after issue of a Letter of Award/Notification of Work by the Directorate.

11.9.3. After 2 weeks, the Directorate reserves the right to cancel the award of Contract and/or withhold the Agreement and offer of award of work to other bidder. The defaulting bidders will be debarred for a period of 3 years. The EMD/Bid Security so deposited by such default selected bidder shall be forfeited.

11.9.4. The amount payable for the preceding month will only be released after submission of their Monthly Bill along with certification of satisfactory performance obtained from each of Housekeeping Service Area Incharge /Housekeeping Nodal /Authorized Officer nominated by the Head of Institute. Penalty so imposed will be recovered from the preceding monthly bills or from the performance security deposit. If penalty amount deducted from the performance security deposit, the bidder will have to deposit the same amount before release of future payments.

11.9.5. In case of any damage/loss/theft of property attributed to the personnel deployed by the selected bidder, the cost of the same will be

recovered from the selected bidder.

11.9.6. If invoices amount does not suffice for penalty amount, then Directorate may request MEDD (Medical Education and Drugs Department) to take appropriate action.

11.9.7. Penalty amount recovered from Bank guarantee shall be recouped by selected bidder within 15 days. Failing which contract shall be terminated with immediate effect.

11.9.8. The Selected Bidder shall not refuse to accept work order under any pretext. The Selected Bidder shall commence work within 30 working days/as per requirement of Directorate, from the date of work order, failing which work order will stand cancelled and shall attract penalty.

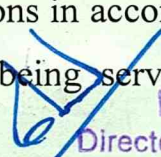
12. Events of Default by AGENCY

12.1. The failure on the part of Selected Bidder to perform any of its obligations or comply with any of the terms of this agreement shall constitute an Event of Default on the part of Selected Bidder. The events of default as mentioned above may include, inter-alia, the following:

12.1.1. Selected Bidder's resources has failed to perform any instructions or directives issued by Directorate / Institute which it deems proper and necessary to execute the scope of work or provide services under the agreement, or

12.1.2. Selected Bidder's resources has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if Selected Bidder has fallen short of matching such standards / benchmarks / targets as Directorate / Institute may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this agreement. The above mentioned failure on the part of Selected Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by Directorate;

12.1.3. Selected Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by Directorate, despite being served with a default notice laying down the specific


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deviance on the part of Selected Bidder's resources to comply with any stipulations or standards as laid down by Directorate; or

12.1.4. The Selected Bidder's resources has failed to adhere to any amended direction, instruction, modification or clarification as issued by Directorate during the term of this agreement and which Directorate deems proper and necessary for the execution of the scope of work under this agreement; or

12.1.5. Selected Bidder's resources has / have failed to demonstrate or sustain any representation or warranty made by it in this agreement, with respect to any of the terms of its Bid, the RFP and this agreement; or.

12.1.6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Selected Bidder; or.

12.1.7. Selected Bidder's resources has / have failed to comply with or is in breach or contravention of any applicable laws.

12.1.8. Selected Bidder's resources are involved in fraud/willful misconduct

12.2. Where there will be an occurrence of such defaults inter alia as stated above, Directorate / Institute shall issue a notice of default to Agency, setting out specific defaults / deviances / omissions/ non-compliances / non-performances and providing a notice of thirty (30) days to enable Selected Bidder to rectify the default committed.

12.3. Where despite the issuance of a default notice to Selected Bidder by Directorate and if Selected Bidder fails to remedy the default to the satisfaction of the Directorate, then, the Directorate / Institute may, where it deems fit, issue to Selected Bidder another default notice or proceed to adopt such remedies as may be available to Directorate.

13. Consequences of Default

Where an Event of Default subsists or remains uncured, Directorate shall be entitled to call for any clarifications as may be necessary to ensure smooth continuation of the services which Selected Bidder shall be obliged to comply with. Selected Bidder shall take all available steps to minimize loss resulting from such event of default.

14. Terminate the agreement in Full or Part

14.1. Retain such amounts from the payment due and payable by Directorate to


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Mumbai



Selected Bidder as may be required to offset any losses caused to Directorate as a result of such event of default and Selected Bidder shall compensate Directorate for any such loss, damages or other costs, incurred by Directorate in this regard. Nothing herein shall effect the continued obligation of Selected Bidder and Selected Bidder's team to perform all their obligations and responsibilities under this agreement in an identical manner as were being performed before the occurrence of the default.

- 14.2. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from Selected Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to Directorate under law.

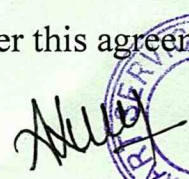
15. Breach and Rectification

- 15.1. In the event that Selected Bidder is in material breach of its obligations under this Agreement, Directorate may issue notice to Selected Bidder for curing such Material Breach. Any notice served pursuant to this clause shall give reasonable details of the material breach.
- 15.2. In case Agency fails to correct the default / breach even after the stipulated period in the notice so issued and the Material Breach continues even after the notice period, Directorate will have the option to terminate the Agreement.

16. Intellectual Property Rights

- 16.1. "Intellectual Property Rights" means any rights in or to any patent, copyright, database rights, rights in relation to the services, software, firmware, know-how, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights confidential trade secrets related to research, development, design, construction, manufacturing, erection, running, maintenance of Projects and/or required for the performance of the Scope of Work under this agreement.


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16.2. DIRECTOTARE OF MEDICAL EDUCATION AND RESEARCH, AYUSH DIRECTORATE, GOVERNMENT OF MAHARASHTRA shall own all Intellectual Property Rights of any new code written / generated or services in relation to the work performed under this agreement by SELECTED BIDDER's resources under this agreement. The rights of entire data, including backups, any documents created shall be with the Directorate. All licenses (perpetual) would be owned by the Directorate.

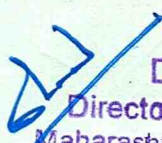
16.3. SELECTED BIDDER shall continue to retain their rights on the materials that they bring in under this agreement, provided that due permissions and approvals have been obtained from DIRECTORATE on such materials that have been brought in by SELECTED BIDDER.

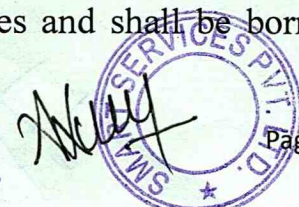
17. Indemnification

17.1. SELECTED BIDDER (the "Indemnifying Party") undertakes to indemnify & keep indemnified DIRECTORATE, (the "Indemnified Party") from and against all direct losses, liabilities, claims or expenses arising from any claim for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs and expenses and reasonable fees of Attorney) which may be made or recovered from DIRECTORATE by reason of any acts, omissions (whether negligent or otherwise) or, due to wilful misconduct of SELECTED BIDDER including its resources, employees / contractual resources.

17.2. The indemnities shall be subject to the following conditions:

- ☐ • The Indemnified Party, as promptly as practicable, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ☐ • The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
- ☐ • If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses and shall be borne by the


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Indemnifying Party at actuals;

- ☐ • The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- ☐ • All settlements of claims subject to indemnification will:
- ☐ • Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
- ☐ • Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

17.3. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

17.4. The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

17.5. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

18. Limitation of Liability

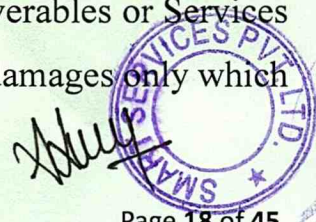
18.1. Neither this Agreement nor the services delivered by SELECTED BIDDER under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.

18.2. The liability of SELECTED BIDDER (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which





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Maharashtra State



shall in no event in the aggregate exceed the Total Value of Project.

19. Termination

19.1. By Directorate:

- 19.1.1. DIRECTORATE may, terminate this agreement in whole or in part by giving SELECTED BIDDER a prior and written notice (not lesser than thirty days) indicating its intention to terminate the agreement under the following circumstances:
- ☐ 19.1.2. Where DIRECTORATE is of the opinion that there has been such Event of Default on the part of AGENCY and may include failure on the part of SELECTED BIDDER to rectify its failure in the performance of its obligations under the agreement within thirty (30) days after being notified by DIRECTORATE.
- ☐ 19.1.3. Where it comes to DIRECTORATE's attention that SELECTED BIDDER or SELECTED BIDDER's resources are in a position of actual conflict of interest with the interests of the Directorate, in relation to any of terms of SELECTED BIDDER's bid, the RFP or this agreement.
- ☐ 19.1.4. If, as the result of Force Majeure, SELECTED BIDDER is unable to perform a material portion of the services for a period of not less than 60 days.
- ☐ 19.1.5. Where SELECTED BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including, inter-alia, the filing of any bankruptcy proceedings against SELECTED BIDDER, any failure by SELECTED BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against SELECTED BIDDER or the happening of any such events that are adverse to the commercial viability of SELECTED BIDDER. In the event of the happening of any events of the above nature, DIRECTORATE shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- ☐ 19.1.6. Termination for Insolvency: DIRECTORATE may at any time terminate the agreement by giving written notice to SELECTED BIDDER, without compensation to SELECTED BIDDER, if SELECTED BIDDER becomes bankrupt or otherwise insolvent, provided that such

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termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIRECTORATE.

19.1.7. In the event of termination of this agreement by DIRECTORATE before the expiry of the term, SELECTED BIDDER shall be given a period of 30 days to demobilize itself.

19.2. By Selected Bidder

19.2.1. SELECTED BIDDER may, terminate this agreement by giving DIRECTORATE a prior and written notice (not less than thirty days) indicating its intention to terminate the agreement under the following circumstances:

19.2.2. If DIRECTORATE is in material breach of its obligations pursuant to this agreement eg not adhering to payment terms mentioned in this agreement and has not rectified the default within 30 days of receipt of notice specifying such breach.

19.2.3. In event of termination of the agreement by SELECTED BIDDER due to reason mentioned above, then DIRECTORATE shall release the PBG issued by SELECTED BIDDER un-conditionally, subject to deductions, if any, as per agreement.

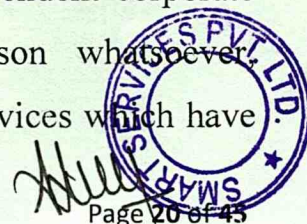
20. Consequences of Termination

20.1. In the event of termination of this agreement, whether consequent to the stipulated Term of the agreement or otherwise, DIRECTORATE shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which SELECTED BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to DIRECTORATE and/or the successor agency, as may be required, to take over the obligations of the erstwhile SELECTED BIDDER in relation to the execution / continued execution of the scope of this agreement, even where such assistance is required to be rendered for a reasonable period that may extend beyond the agreement term/ termination hereof.

20.2. Where the termination of the agreement is prior to its stipulated term on account of a Default on the part of SELECTED BIDDER's team or due to the fact that the survival of SELECTED BIDDER as an independent corporate entity is threatened/has ceased or for any other reason whatsoever, DIRECTORATE may pay AGENCY for that part of the services which have



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been authorized by DIRECTORATE and satisfactorily performed by AGENCY up to the date of termination. Without prejudice any other rights, DIRECTORATE may retain such amounts from the payment due and payable to SELECTED BIDDER to offset any losses caused to DIRECTORATE as a result of the termination or due to any act/omissions of SELECTED BIDDER.

- 20.3. In case of any loss or damage due to default on the part of SELECTED BIDDER in performing any of its obligations with regard to executing the scope of work under this agreement, SELECTED BIDDER shall compensate DIRECTORATE for any such loss, damages or other costs, incurred by DIRECTORATE, as per the liability clause mentioned in this agreement.
- 20.4. Nothing herein shall restrict the right of DIRECTORATE to invoke SELECTED BIDDER's Performance Bank Guarantee furnished hereunder for the reasons attributable due to SELECTED BIDDER's default / poor performance only, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to DIRECTORATE under law.
- 20.5. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

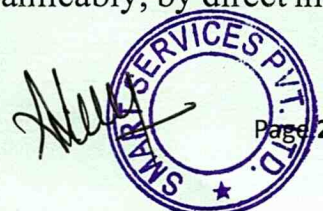
21. Exit Compensation

DIRECTORATE shall not terminate the agreement early for any other reasons other than that of SELECTED BIDDER's default or Force Majeure event, failing which DIRECTORATE shall be liable to pay "Exit Compensation" to EMPANELED AGENCY. The exit compensation shall be for services authorized by the DIRECTORATE and satisfactorily completed and performed by the SELECTED BIDDER up to the date of termination, for which payment is due.

22. Dispute Resolution

If during the subsistence of this agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this agreement or regarding any question, including as to whether the termination of this agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably, by direct informal


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negotiation, any disagreement or dispute arising between them under or in connection with the agreement.

All disputes shall be resolved by the Principal Secretary, MEDD, passing appropriate order. If any of the parties is aggrieved by the said order, the party can appeal before MEDD, Government of Maharashtra. In case the decision of the Secretary MEDD is not acceptable to the parties, then any party may approach arbitration as per Arbitration and Conciliation Act 1996. Further, aggrieved parties may raise the issue before Bombay High court.

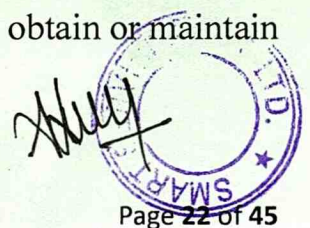
23. Force Majeure

23.1. "Force Majeure" means any event which is not within the reasonable control of the Party affected, and with the exercise of due diligence, could not reasonably be prevented, foreseen, avoided or removed by such Party, and does not result from such Party's negligence or the negligence of its agents, employees / contractual resources or sub-Agency's, which causes the affected Party to be delayed, in whole or in part, or unable, to partially or wholly perform its obligations under this Agreement and arises due to the occurrence of any of the following events:

- 23.1.1. landslides, floods, fires, lightning, induction caused by lightning, earthquakes, storm, typhoon, tsunami, hurricane, tornado, epidemic;
- 23.1.2. war and other hostilities including terrorism (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power and civil war;
- 23.1.3. state-wide or nationwide riot, lockdown, commotion, civil disorder, industrial disturbance, strikes or lock-outs, except for strikes or lock-outs isolated to the Party claiming a Force Majeure Event;
- 23.1.4. ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, emission of hazardous industrial gases or chemicals.

23.2. A Force Majeure Event shall not include: (a) the affected Party's financial inability to perform under this Agreement; (b) sabotage by Personnel of the affected Party; and (c) the affected Party's delay or failure to obtain or maintain a Government Approval.

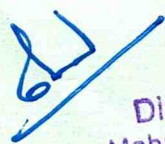

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- 23.3. In such an event, the affected party shall inform the other party in writing within seven days of the occurrence of such event.
- 23.4. DIRECTORATE will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of SELECTED BIDDER's team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 23.5. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the agreement and to minimize any adverse consequences of Force Majeure.
- 23.6. SELECTED BIDDER shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the agreement is the result of an event of force Majeure.
- 23.7. Unless otherwise directed by DIRECTORATE in writing, SELECTED BIDDER shall continue to perform its obligations under the agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- 23.8. If the duration of delay continues beyond a period of three months, DIRECTORATE and SELECTED BIDDER shall hold consultations with each other in a good faith to find a solution to the problem. Notwithstanding above, the decision of DIRECTORATE shall be final and binding on SELECTED BIDDER.

24. Notices

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address/ email set out in the clause (or such other address as the addressee by 5 (five) Business Days' prior written notice has specified to the other Party).



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If to DIRECTORATE:

Address: St. George's Hospital campus 4th floor, P.D'Mello Road, near CSMT station, Mumbai -40001

Kind attn: Director, DMER

Email: pa.commissionermededu@gmail.com

If to SELECTED BIDDER:

Address: 403, 4th floor, Western Court, Building – D Opp-e Square, Bhambhurda, Shivaji Nagar, Pune – 400016, Maharashtra, India.

Kind attn: General Manager

Email: dmerproject@smartservicesindia.net

info@smartservicesindia.net

25. Miscellaneous

25.1. Publicity

Any publicity by the bidder in which the name of the Directorate is to be used should be done only with the explicit written permission of the Directorate.

25.2. Other Conditions

- Neither DIRECTORATE nor SELECTED BIDDER shall, without the express prior written consent of the other, assign to any third party, the agreement or any part thereof, or any right, benefit, obligation, or interest therein or thereunder
- Any modification of this agreement shall be in writing and signed by an authorized representative of each Party.

25.3. Relationship between Parties

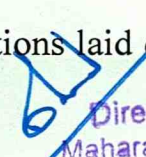
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement.
- DIRECTORATE has no obligations to SELECTED BIDDER's team except as agreed under the terms of this agreement.

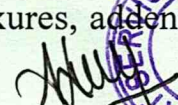
25.4. Survival

The provisions of the clauses of this agreement in relation to indemnity, confidentiality, IPR, Limitation of Liability survive the expiry or termination of this agreement and in relation to confidentiality, the obligations continue to apply unless DIRECTORATE notifies SELECTED BIDDER of its release from those obligations.

25.5. Entire Contract

The terms and conditions laid down in the RFP and all annexures, addendum


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thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this agreement. This agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter.

25.6. **Governing Law**

This agreement shall be governed in accordance with the laws of Union of India and State of Maharashtra.

25.7. **Jurisdiction**

Hon'ble Bombay High Court shall have exclusive jurisdiction to determine any proceeding in relation to this agreement.

Each signatory hereunder represents and warrants that it is an authorized representative of the Party for whom it is signing this Agreement, with authority to bind said Party hereto.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement as of the date

For and on behalf of the Governor of the State of Maharashtra

For and on behalf of the Governor of the State of Maharashtra

DMER

Signature:

D. Raman Ghengsele

Name:

Designation: Director

Place: Mumbai

Signature:

Abhijeet Ramraje

Designation: Manager

Place: Mumbai

in the presence of

Witness:

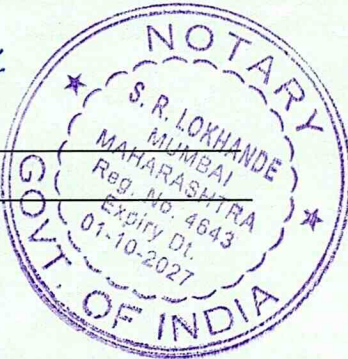
Signature:

Sanjeev Katarwale
Administrative officer.

Witness:

Signature:

KAILASH JADHAV
(MANAGER)



BEFORE ME

S. R. LOKHANDE
NOTARY
MUMBAI MAHARASHTRA

18 OCT 2024



ANNEXURE A
LIST OF INSTITUTES

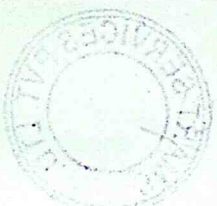
Information Regarding Mechanized Cleaning Services at Government Medical, Dental & AYUSH Colleges and Hospitals.

Sr No	Institute Name	Available area to be serviced through Mechanized Cleaning Services	
		Covered Area	Open Area
		(Sq.Mtr.)	(Sq.Mtr.)
1	Sir J. J Group Of Hospitals, Mumbai	19050	7145
2	St. Georges Hospital, Mumbai	20415	888
3	Gokuldas Tejpal Hospital, Mumbai	5247	7171
4	Cama & Albless Hospital, Mumbai	2553	5035
5	Urban Health Centre, Bandra	5458	482
6	Health Unit, Palghar	3596	446
7	Govt. Dental College & Hospital, Mumbai	15000	4000
8	Sasoon General Hospital, Pune	87564	27633
9	B. J Medical College, Pune		
10	Govt. Medical College, Chhatrapati Sambhajinagar	60880	9728
11	Superspeciality Hospital, Chhatrapati Sambhajinagar		
12	Govt. Cancer Hospital, Chhatrapati Sambhajinagar	6219	16133
13	Dr. Shankarrao Chavan Govt. Medical College, Nanded	94008	414514
14	Dr. Shankarrao Chavan Govt. Medical College & Hospital, Nanded		
15	Shri. Bhausahab Hire Govt. Medical College, Dhule	43345	393405
16	Shri. Bhausahab Hire Govt. Medical College & General College, Dhule	40916	249713
17	Rajeshree Chatrapati Shahu Maharaj Government Medical College, Kolhapur.	0	0
18	C. P. R General Hospital, Kolhapur	0	0
19	Vilasrao Deshmukh Government Medical college, Latur	59695	130091
20	Vilasrao Deshmukh Government Medical college and Hospital , Latur		
21	Superspecialist Hospital, Latur		
22	Government Medical College and General Hospital, Akola	20860	44239
23	Government Medical College and Superspecialist Hospital, Akola	13427	6951
24	Government Medical college, Chandrapur	12328	6664
25	Government Medical college and Hospital, Chandrapur	105486	4750
26	Government Medical College, Gondiya	0	


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Sr No	Institute Name	Available area to be serviced through Mechanized Cleaning Services	
		Covered Area	Open Area
		(Sq.Mtr.)	(Sq.Mtr.)
27	Government Medical College and Hospital, Gondia	0	0
28	Government Medical College, Baramati	83836	9315
29	Government Medical college and Hospital, Baramati		
30	Government Medical College, Jalgaon	2993	0
31	Government Medical College and Hospital, Jalgaon	2737	16027
32	Government Medical College, Nandurbar	0	0
33	Government Medical College and Hospital, Nandurbar	40255	103101
34	Government Medical College, Sindhudurg	18043	62679
35	Government Medical College and Hospital, Sindhudurg		
36	Chattrapati Sambhaji Maharaj Government Medical College, Satara.	8530	10000
37	Chattrapati Sambhaji Maharaj Government Medical College and Hospital, Satara.		
38	Government Medical College and Hospital, Raigad	2230	24281
39	Government Medical College, Dharashiv	38363	59289
40	Government Medical College and Hospital, Dharashiv		
41	Government Medical College, Parbhani	8000	4000
42	Government Medical College and Hospital, Dharashiv	28263	39463
43	R.A. Podar Ayurved College, Mumbai	10284	7920
44	M.A. Podar Ayurved Hospital, Mumbai		
45	Government Ayurved College, Nanded	12464	23030
46	Government Ayurved Hospital, Nanded		
47	Government Ayurved and Yunani Rasshala, Nanded		
48	Government Ayurved college, Dharashiv	0	46900
49	Government Ayurved Hospital, Dharashiv		
50	Government Ayurved college, Jalgaon	4160	384



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Sr No	Institute Name	Available area to be serviced through Mechanized Cleaning Services	
		Covered Area	Open Area
		(Sq.Mtr.)	(Sq.Mtr.)
51	Government Ayurved Hospital, Jalgaon	3500	400
52	Government Homeopathy college and Hospital, Jalgaon	2000	300
53	Government Dental College and Hospital, Chhatrapati Sambhajnagar	1690	2402
	Total	883395	1738479

Note: The above list is as per current institutes with the department, as and when new institutes are established, the same shall be added to this scope of work. The selected bidder shall need to provide services to the newly added institutes at the same rate as quoted for this RFP after the approval of the government. The above-mentioned area could be reduced as per requirement by the Commissionerate and the above list of institutes could be reduced at the discretion of the government.

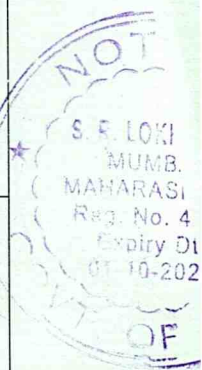

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ANNEXURE B
CLEANING FREQUENCY

1. Cabin, consulting room, changing room, store, classrooms, auditorium, library, hostels, etc:

Sr. No.	Activity	Frequency	Method
	Daily		
1	Scrubbing & drying of floor (With Disinfectant)	Daily Twice	Scrubbing & drying machine
2	Water cooler cleaning -- outside	Daily once	Vacuum cleaning & manual
3	Telephone, computer & other equipment cleaning	Daily once	Vacuum cleaning & wet & dry wiping
4	Dusting & wiping of tables, chairs, shelves, etc	Daily once	Dusters, wet/dry cloth, etc
5	Wash basin cleaning	Twice a shift	Wet & dry wiping
6	Toilet cleaning	Twice a shift	HP jet, vacuum cleaning and manual
7	Glass cleaning	Once a day	Glass cleaning kit
8	Mortuary cleaning	Once a shift	Vacuuming & manual
9	Spraying of room freshener	Once a day	Spray bottle, Good sense
10	Cobweb cleaning	As required	Manual
11	Mopping of floor with disinfectant	As per requirement in case of spillage, bio-fluids, waste, litter, garbage, etc.	Easy mops & disinfectant
	Weekly:		
1	Partition cleaning	Weekly once	Wet & dry wiping, duster
2	Furniture, window channel, etc Cleaning	Weekly once	Vacuum cleaning & wet & dry cloth
3	Electric panel & instruments Cleaning	Weekly once	Vacuum cleaning, duster, dry cloth
4	Main height column,	Weekly once	HP Jet wiping & dry wiping, to remove




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Sr. No.	Activity	Frequency	Method
	side walls Cleaning		stains, grease, fungus, etc

2. Consulting room, OPD areas, etc.

Sr. No.	Activity	Frequency	Method
	Daily		
1	Scrubbing & drying of floor (With Disinfectant)	Daily Thrice	Scrubbing & drying machine, manual sweeping and mopping
2	Water cooler cleaning – outside	Daily Twice	Vacuum cleaning & manual, manual wiping
3	Telephone, computer & other equipment cleaning	Daily Twice	Vacuum cleaning & wet & dry wiping
4	Dusting & wiping of tables, chairs, shelves, etc	Daily Twice	Dusters, wet/dry cloth, etc
5	Wash basin cleaning	Twice a shift	Wet & dry wiping
6	Toilet cleaning	Twice a shift	HP jet, vacuum cleaning and manual
7	Glass cleaning	Once a day	Glass cleaning kit
9	Spraying of room freshener	Once a day	Spray bottle, Good sense
10	Cobweb cleaning	As required	Manual
11	Mopping of floor with disinfectant	As per requirement in case of spillage, bio-fluids, waste, litter, garbage, etc.	Easy mops & disinfectant
	Weekly:		
1	Partition cleaning	Weekly once	Wet & dry wiping, duster
2	Furniture, window channel, etc Cleaning	Weekly once	Vacuum cleaning & wet & dry cloth
3	Electric panel & instruments Cleaning	Weekly once	Vacuum cleaning, duster, dry cloth
4	Man height column, side walls Cleaning	Weekly once	HP Jet wiping & dry wiping, to remove stains, grease, fungus, etc

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3. Mortuary:

Sr No	Activity	Frequency	Method
	Daily		
1	Scrubbing & drying of floor	After every post Mortem	Scrubbing & drying m/c
2	Floor, tables, platform, etc	After every post mortem	Wet & dry wiping
3	The entire area of should be free from blood stains, bio-fluids or any other stains	Once a shift or after every post mortem	Manual

4. ICU, Operation Theatre and Casualty (Emergency) Ward, Labour Room, PICU, NICU, MICU, Trauma ICU, Surgical ICU, ICCU, Dialysis Department, Transplant department, Thalassemia Unit, Blood Bank, All types of Laboratories, Animal House, Panchkarma Rooms (General and Special), Dental Chairs and spittoons, procedure rooms, college laboratories, etc –

Sr No	Activity	Frequency	Method
	Daily		
1	Scrubbing & drying of floor	Daily Thrice	Scrubbing & drying m/c
2	Reception area cleaning	Once a shift	Wet & dry wiping
3	Water cooler cleaning – outside	Daily Thrice	Wet & dry wiping
4	Wash basin cleaning	Once a shift	Wet & dry wiping
5	Toilet cleaning	Twice a shift	HP jet, vacuum cleaning & manual
6	Telephone & computers cleaning	Daily twice	Vacuum cleaning & wiping
7	Glass cleaning	Daily once	Glass cleaning kit
8	Mopping of floor with disinfectant	Every two hrs. As per requirement in case of spillage, bio-fluids, waste, litter, garbage, etc.	Easy mops & disinfectant
9	Cleaning of Nurse Station	Once a shift	Wet & dry wiping
10	Doctors room	Once a shift	Wet & dry wiping
11	Cleaning of medicine prep area	Once a shift	Wet & dry wiping
12	Recovery room area cleaning	Once a shift	Wet & dry wiping, vacuuming
13	Dustbin movement	Twice a shift	Manual
14	Cobweb removal	As required	Manual
	Weekly:		
1	Partition cleaning	Weekly twice	Vacuum cleaning & wet/dry wiping
2	Window channel, etc	Weekly once	Dusting, vacuuming

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Sr No	Activity	Frequency	Method
3	Electric panel & instruments cleaning	Weekly once	Vacuum cleaning & dry wiping
4	Man height column side walls cleaning	Weekly once	Dusting, HP Jet wiping & dry wiping, to remove stains, grease, fungus, etc.
5	Fans, tube lights, AC unit etc. cleaning	Weekly once	Dry / wet wiping
6	Reception, Doctors Room & Nurse Station area	Weekly once	Vacuuuming

5. Wards:

Sr No	Activity	Frequency	Method
	Daily		
1	Scrubbing & drying of floor	Once a shift	Scrubbing & drying machine
2	Reception area cleaning	Once a shift	Vacuum cleaning, wet & dry wiping
3	Doors & handles	Daily once	Wet & dry wiping
4	Water cooler cleaning – outside	Daily twice	Wet & dry wiping
5	Wash basin cleaning	Daily twice	Scrubbing, wet & dry wiping
6	Toilet cleaning	Thrice a shift	HP jet, vacuum cleaning & manual
7	Telephone, chairs, furniture, etc. cleaning	Daily once	Dusting & wiping
8	Mopping of floor with disinfectant	Daily thrice & As per requirement in case of spillage, bio-fluids, waste, litter, garbage, etc.	Easy mops & disinfectant
9	Dustbin movement	Twice a shift	Manual
	Weekly:		
1	Glass cleaning	Weekly once	Glass cleaning kit
2	Partition cleaning	Weekly once	Vacuum cleaning & wet / dry wiping
3	Window channel, etc. cleaning	Weekly once	Dusting & vacuum cleaning
4	Electric panel & instruments cleaning	Weekly once	Dusting & vacuum cleaning
5	Man height column, side walls cleaning	Weekly once	Dusting, HP Jet wiping & dry wiping, to remove

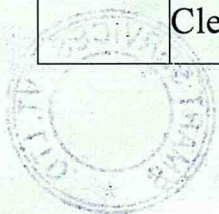
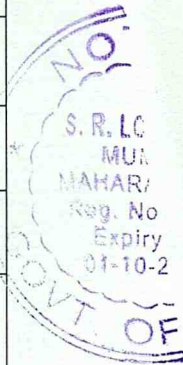
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Sr No	Activity	Frequency	Method
			stains, grease, fungus, etc
6	Fans, tube lights, etc. cleaning	Weekly once	Dusting & wiping

6. Common Areas Passage, lift entry lobby, Staircase, Corridors & Waiting area:

Sr No	Activity	Frequency	Method
	Daily activities		
1	Scrubbing & drying of floor	Once a shift	Scrubbing & drying machine
2	Reception area cleaning	Once a shift	Vacuum cleaning, wet & dry wiping
3	OPD cash counter & information desk cleaning	Once a shift	Set & dry wiping
4	Telephone, computers, decorative items, etc. cleaning	Once a day	Wiping
5	Water cooler cleaning – outside	Once a shift	Wet & dry wiping
6	Cleaning of tables, chairs, furniture items, etc	Once a day	Vacuum cleaning, dusting & wiping
7	Common toilet cleaning	Twice a shift	HP jet, vacuum cleaning & wiping
8	Staircase cleaning	Once a shift	Mopping
9	Fire escape staircase cleaning	Once a shift	Mopping
10	Lift capsule cleaning	Twice a shift	Wet & dry wiping
11	Dustbin movement	Twice a shift	Manual
12	Cobweb removal	As required	Manual
13	Terrace cleaning	Once a day	Manual
14	Water tank cleaning	Once in 2 months	Manual
15	OPD cash counter & information desk cleaning	Daily once	Vacuum cleaning & wiping
16	Furniture, window channel, etc Cleaning	Daily once	Vacuum cleaning & dusting



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Sr No	Activity	Frequency	Method
17	Chairs cleaning in waiting area	Daily once	Wet/dry vacuum cleaning
18	Mopping of floor with disinfectant	As per requirement in case of spillage, bio-fluids, waste, litter, garbage, etc.	Easy mops & disinfectant
	Weekly activities:		
1	Glass cleaning	Weekly once	Glass cleaning kit
2	Partition cleaning	Weekly once	Wiping & vacuuming

7. Toilet Cleaning:

Sr No	Activity	Frequency	Method
1	Scrubbing & drying of floor	Twice a shift	Scrubbing & drying m/c
2	Side wall cleaning	Twice a shift	HP Jet wiping & dry wiping, to remove stains, grease, fungus, etc
3	Wash basin & surrounding area cleaning	Twice a shift	Scrubbing, wet & dry wiping
4	External tap cleaning	Twice a shift	Wet & dry wiping
5	Mirror cleaning	Twice a shift	Wet & dry wiping
6	Commode & urinals cleaning	Twice a shift	HP jet & wiping
7	Exhaust fan, tube light, switch boards cleaning	Weekly	Vacuum cleaning & manual
8	Dust bin movement	Twice a shift	Manual
9	Cobweb removal	As required	Manual
10	Mopping of floor with disinfectant	As per requirement in case of spillage, bio- fluids, waste, litter, garbage, etc.	Easy mops & disinfectant

8. Road area cleaning

Sr No	Activity	Frequency	Method
1	Sweeping of roads	Twice a day	Road sweeper & manual
2	Roadside grass removal	Once a day	Manual
3	Scrap collection & disposal	As required	Manual
4	Garbage collection & disposal	As required	Manual
5	Kerb stone or divider cleaning (if any)	As required	Manual
6	Road side railing cleaning (if	Once a day	Wet & dry wiping

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Sr No	Activity	Frequency	Method
	any)		
7	Parking area cleaning	Once a day	Road sweeper & manual
8	Terrace cleaning	Once a day	Manual
9	Water tank cleaning	Once in two months	Manual
10	Drains cleaning	Monthly	Manual/HP jet machine
11	Pump house cleaning	Daily	Manual/vacuuming
12	Mopping of floor with disinfectant	As per requirement in case of spillage, bio-fluids, waste, litter, garbage, etc.	Easy mops & disinfectant

9. Ward cleaning process:

Weekly ward cleaning time table

Sr. No	Details of activity
1	Scrubbing Washing and drying of whole ward, man height Column, Side-Walls with detergent and disinfectant.
2	Cleaning mopping and drying of ceiling fans, tube lights, A/c Units, electric panels, cobweb cleaning.
3	Cleaning of cots and bedside lockers.
4	Cleaning mopping and drying of Partition, furniture, cupboards.
5	Cleaning of doors and window channels.
6	Cleaning of BMW logistics i.e. bins, puncture proof containers, handcarts etc.
7	Cleaning of dressing trolleys, Instruments, food trolleys, racks etc.

10. Multiple Frequencies- Cleaning of the O.T. Labour Room, NICU, Isolation Ward, Casualty (Emergency) Ward and All types of Laboratories

Weekly ward cleaning time table

Sr. No	Details of activity
1	Garbage Removal – thrice a day and more if bags are 3/4 full; As per the BMW guidelines
2	Cleaning of Instruments and Surface Areas – After every procedure soap and water followed by sterilization.
3	Cleaning of clean area and corridors of complex – Twice a day / as and when required Damp mop with detergent and water /0.5% sodium hypochlorite
4	Cleaning of O.T table and O.T stretcher – Twice a day/after each surgery, 0.5% sodium hypochlorite / 70% Isopropyl alcohol
5	Doctor's/Nurses/technician room–twice a day, detergent, disinfectant and water

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ANNEXURE C

TYPE OF MACHINES & SPECIFICATIONS

1. Floor Scrubbing Machine:

- a. Scrubbing Width 43 cm to 45 cm
- b. Brush Speed Minimum 165 RPM
- c. Tank capacity 10 -15 Liter
- d. Nominal consumption 1100 Watts
- e. Noise level not more than 57 db
- f. Double safety lock to ensure safety
- g. Vacuum Unit and Suction Skirt facility should be available
- h. Machine can perform several duties ie: polishing, buffing, crystallization, stripping etc.

2. Back pack Vacuum Machine

- a. Tank Capacity – 5 litre
- b. Power – 1000 Watt
- c. Voltage -110 V/220 V
- d. Air Flow Rate – 48 i/s
- e. Vacuum Suction 190 mbar
- f. Length of cable – 18m

3. Industrial Scrubbing Machine

- a. Cleaning Width – 510mm
- b. Vacuum Squeeze Width – 755mm
- c. Brush and Pad size – 510 mm
- d. Brush Motor Type – Induction
- e. Floor Motor -1100 W
- f. Suction Motor – 1100 W
- g. Clean Water Tank – 45 litre
- h. Dirty Water Tank – 50 litre

4. Single disc scrubbing machine

- a. Scrubbing Width 43 cm to 45 cm
- b. Brush Speed Minimum 165 RPM
- c. Tank capacity 10 -15 Liter
- d. Nominal consumption 1100 Watts
- e. Noise level not more than 57 db
- f. Double safety lock to ensure safety
- g. Vacuum Unit and Suction Skirt facility should be available

- h. Machine can perform several duties ie: polishing, buffing, crystallization, stripping etc.

5. Battery Operated Auto Scrubber Drier:

- a. Working width 43 cm
- b. Squeegee width 69 cm
- c. Fresh & Dirty water tank 40-50 litre
- d. Brush Pressure 40 to 43 Kg
- e. Squeegee - V shaped
- f. Nominal consumption 900 W to 1000 W
- g. Rated Voltage 24 V
- h. Battery Capacity -50-70 Ah/C5
- i. Productivity - 1290 - 1350 square meter per hour

6. Ride On Scrubber Drier

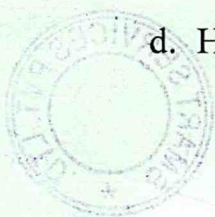
- a. Working width 55cm
- b. Squeegee width 63 cm
- c. Productivity - 3000 - 3200 m² / tank
- d. Cleaning speed <5.5 km/h
- e. Fresh & Dirty tank capacity 75 to 80 liters
- f. Noise level <70dB (A)
- g. Rated Voltage 24V
- h. Machine should be equipped with Intelligent sprayer system for cleaning and disinfection in one go.

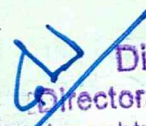
7. Portable High Pressure Jet

- a. Should have a Total Stop System,
- b. The motor pump should have Three ceramic pistons brass pump
- c. Should have Glycerine pressure gauge
- d. The machine should have an option of sand blasting.
- e. Delivery rate should be between 650 to 700 l/h
- f. Machine dimension should be of 59 x 37 x 87 cm
- g. Motor should be of 4 HP
- h. Operating voltage should be 240 V ~ 50 Hz

8. Ride On Sweeper (Battery Operated)

- a. Cleaning path with 1 side broom 1070 =m²/h 9680
- b. Forward Speed 0-7.7 KM & Backward Speed 0-4.5 KM
- c. 24V -240 Ah heavy duty battery, 1500 cycles should be 219 Kg
- d. Hopper Tank Capacity 85 to 95 litters




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- e. Should be able to cover an area of 10,000 sq mtr per hour.
- f. Acoustic power level should be $L_{wa} = 87,45 \text{ Db}$
- g. Height including driver seat 1250 to 1300 mm
- h. Motor model should be MP 100S IP 20 - 24 V - 1200 W - 1,2 Kw
- i. Should have low noise not more than 80 Db. Thus ensures low noise.

9. Steam Cleaner

- a. Exit Temperature of Nozzle 70-75°C
- b. 2000 W- 230/240V-50Hz
- c. Machine Dimension 47.5 x 32.5 h 34 cm
- d. Steam Chamber Temperature 145°C to 155°C
- e. 7-8 kg
- f. 4-5 bar

10. Wet & Dry Vacuum Cleaner

- a. Tank capacity 70-80 litre
- b. 230 V ~ 50Hz Voltage
- c. 23.5 kPa vacuum

11. Foam Generator

- a. Tank capacity 1.7 gallon
- b. Power 230 V
- c. Sound Level 62 DB (A)
- d. Carpet drying time 30 minutes.

12. Walk Behind Electrical Auto Scrubber & Dryer

- a. Walk behind Electrical auto scrubber drier, 50 lts. tank

13. Adjustable Telescopic Pole

- a. Adjustable 06 mtrs telescopic pole along with cobweb brush, 35 cm window washer & squeegee.
- b. Adjustable 09 mtrs telescopic pole along with cobweb brush, 35 cm window washer & squeegee

14. Wet mopping wringer trolley

- a. Wet mopping wringer trolley with down press wringer & partition, along with handle, mop holder and refill

15. Window cleaning set (Glass Kit)

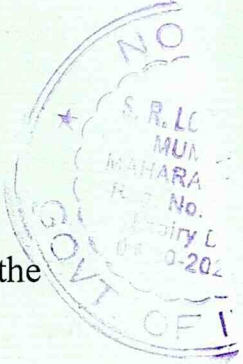
- a. Window cleaning kit with basic accessories like window washer, squeegee, glass scraper, cobweb brush, telescopic pole & sponge

16. Airport Dust bins

- a. 50 litres, 80 litres, 150 litres

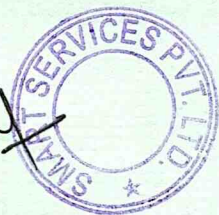
17. Additional equipment

- a. Polishing & Cleaning Machine
- b. Double bucket wringer trolleys/Multi use trolleys/ Bucket carrying trolleys
- c. Spray pump for pest control as per Indian Pest Control Association (IPCA) recommendations for handling housekeeping pest control requirement.
- d. Rubber squeezer
- e. Ladders (12ft, 8ft & 6ft)
- f. Scissor Ladders
- g. Dust Control mop Caddy Baskets
- h. Mosquitoes repellent
- i. Any other Cleaning Equipment as per the need / requirement of the department



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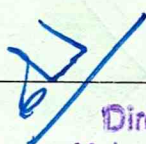
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ANNEXURE D

COMMON CLEANING AGENTS AND DISINFECTANTS FOR ENVIRONMENTAL CLEANING

Disinfectants	Recommended use	Precautions
Sodium hypochlorite 1% in-use dilution; 5% solution to be diluted 1:5 in clean water	Disinfection of material contaminated with blood and body fluids	• Should be used in well – ventilated areas • Protective clothing required while handling and using undiluted solution • Do not mix with strong acids to avoid release of chlorine gas • Corrosive to metals
Bleaching powder 7g/L with 70% available chlorine	Toilets/bathrooms – may be used in place of liquid bleach if this is unavailable	• Same as above
Alcohol (70%) isopropyl, ethyl alcohol, methylated spirit	Smooth metal surfaces, table tops and other surfaces on which bleach cannot be used	• Flammable, toxic- to be used in well-ventilated area, avoid inhalation • Keep away from heat source, electrical equipment, flames, hot surfaces • Allow it to dry completely and avoid diathermy burns
Detergent with enzymes	Cleaning endoscopes surgical instruments before disinfection is essential	
Bactericidal to eliminate pathogens including MRSA, tuberculocidal, sporicidal, fungicidal and virucidal. With composition of – Each 100 gm contains: - 1.6 Dihydroxy, 2-5 Dioxahexane 11.2 g. - Glutaraldehyde 5.0 g. - Benzalkonium Chloride IP 5.0 g.	Cleaning of surfaces in All types of OT, All types of ICU, Dialysis Unit, All types of Laboratories, All High Risk Areas with possibilities of blood contamination of surfaces	It contains corrosion inhibitors & cleansers, therefore safe for all surfaces.


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Phenyl and cleaning agent	Bathrooms, toilets	Floors, toilet bowl, commode etc Use good quality cleaning agent for stain removal
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ANNEXURE E

CLEANING AND DISINFECTION FREQUENCY AND LEVEL BE FOLLOWED IN VARIOUS AREAS OF THE HOSPITALS:

Location	Risk Classification	Additional Cleaning	Disinfection level required	Regent to use
Operation Theatre	High Risk	Yes	High	Aldehyde Based
General Ward	Medium Risk	As Required	High	Aldehyde Based
Patient Rooms (Patient not on isolation precautions)	Low Risk	As Required	Low	QUAT
Casualty (Emergency) Area	High Risk	Yes	High	Aldehyde Based
Patient Rooms (Patient on isolation precautions)	Medium Risk	Yes	High	Aldehyde Based
Pharmacy	Low Risk	As Required	Low	QUAT
Physiotherapy	Low Risk	As Required	Low	QUAT
Procedure Rooms	High Risk	Yes	High	Aldehyde Based
Radiology	Low Risk	As Required	Only cleaning / low level disinfection	Only Soap/ QUAT
Reception Area	Low Risk	As Required	Only cleaning / low level disinfection	Only Soap/ QUAT
Respiratory therapy room / area	High Risk	Yes	High	Aldehyde Based
Soiled linen collection area	Medium Risk	As Required	High	Aldehyde Based.
All ICUs	High Risk	Yes	High	Aldehyde Based
Burn Ward	High Risk	Yes	High	Aldehyde Based

Location	Risk Classification	Additional Cleaning	Disinfection level required	Regent to use
				e Based
Casualty treatment area	High risk	Yes	High	Aldehyde Based
CSSD	Medium Risk	As Required	High	Aldehyde Based
Echocardiography (No patients with respiratory infection)	Low Risk	As Required	Only Cleaning Low level disinfection	Only Soap/QUAT
General Public Area	Low Risk	As Required	Only cleaning /low level disinfection	Only Soap/QUAT
Hemodialysis Unit	High Risk	Yes	High	Aldehyde Based
Labour Room	High Risk	Yes	High	Aldehyde Based
Laboratory	High Risk	Yes	High	Aldehyde Based
Officers	Low Risk	As Required	High	Aldehyde Based
Soiled linen collection area	High Risk	Yes	High	Aldehyde Based

1.

Common but not limited to cleaners and disinfectants for use in all healthcare settings:-

The following cleaning and disinfecting materials are commonly used in healthcare settings:

- Soap
- Alcohols 60-90% ethyl or isopropyl alcohol/denatured ethyl alcohol
- Iodophors
- Quaternary Ammonium Compounds ('QUATs')
- Chlorine and Chlorine Compounds:- (in order of preference)
- NaDCC (Sodium dichloroisocyanurate)
- Calcium Hypochlorite

- Sodium Hypochlorite ('bleach')
- Phenolic
- Aldehydes (to be used only for environmental and/or equipment disinfection as per product contents)
- Hydrogen Peroxide (to be used only as an antiseptic)
- Bactericidal with composition of - each 100 gm contains: - 1.6 Dihydroxy, 2-5 Dioxahexane 11.2 g. - Glutaraldehyde 5.0 g. - Benzalkonium Chloride IP 5.0 g



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ANNEXURE F

LIST OF COMMON CONSUMABLES/TOILETRIES FOR HOUSEKEEPING

Sr. No.	Name of Consumables/Toiletries
1	Dry Mop Set
2	Airport Dust Bin - 15 Litre/25 Litre/50 Litre
3	Toilet Brush
4	Plastic Bucket (15 Liter)
5	Plastic Wiper
6	Soft Broom
7	Spray Pump
8	WET MOP
9	Glass Duster
10	Garbage bags as per BMW guidelines (biodegradable)
11	Room Freshener Ball (Packet) 30 GM / Toilet, Bathroom air freshener blocks 50 Gm/ 100 Gm
12	Urinal Screen
13	Floor Duster (30 X30) inch.
14	Garbage Bag (30X40)
15	Glass Wiper
16	Grass Door Mat (16X24 inch)
17	Disinfectant Toilet Cleaner liq. (Thick liquid) 750ml bott
18	Naptholin Ball (Kg)
19	Air freshener Aerosol spray 250 ml
20	Scrub pad made up of superior quality fiber (1X3 Pad) packet
21	Gloves (small, medium, large) as per standards and requirements of the institutes

