MGM MEDICAL COLLEGE SUPER SPECIALITY HOSPITAL INDORE

TENDER DOCUMENT FOR

CONTRACT FOR TECHNICAL SERVICES AT SUPER SPECIALITY HOSPITAL INDORE MADHYA PRADESH

Tender No: 3143/S.S/2021

Date: - 13/05/2021

DURATION OF SALE OF TENDER DOCUMENT: upto 14/05/2021 to 20/05/2021

11:00 AM to 05:00 PM

PRE- BID MEETING : on 18/05/2021 - 12:30 PM

BID SUBMISSION : upto 20/05/2021 - 5:30 PM

BID OPENING : on 21/05/2021-12:30 PM

TENDER DOCUMENT FEE (Non-refundable) : Rs. 500/-

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TENDER NOTICE

FOR

CONTRACT FOR TECHNICAL SERVICES AT SUPER SPECIALITY HOSPITAL INDORE MADHYA PRADESH

Tender No: 3143/S.S/2021

Dated 13/05/2021

i) Sealed tenders are invited from the eligible tenderers to provide TECHNICAL services, as given in Scope of Work (Annexure-A), for 3 months (Extendable for another 3 months 2 times if work is satisfactory) as per terms & conditions of the tender document.

Name of Work	Earnest	Last Date and	Date of
	Money	Time for	Tender
	Deposit	Receiving	Opening
		Tenders	•
	Rs. 50,000 /-	20.05.2012	21.05.2021 on
TECHNICAL Services to	-	upto 05.30	12.30 PM
be provided to the		PM.	
following Health			
Facilities:			
Super Specility hospital			
MGM Medical College			
Indore,			

- ii) A set of tender document can be obtained from the Office of the Superintendent SUPER SPECIALITY Hospital, Indore on any working day from 14/05/2021 to 20/05/2021 between 11:00 AM to 5:00 PM at a cost of Rs. 500/- (Rupees Five hundred Only) payable by non-refundable cash / demand draft from any Nationalized bank drawn in favour of MGM Medical College Super Speciality Hospital Indore payable at Indore.
- iii) A Pre Bid meeting shall be held in the office of Superintendent Super Speciality Hospital, Indore to clarify any queries of the Tenderer on 18/05/2021 on 12:30 PM
- iv) Superintendent SUPER SPECIALITY Hospital, Indore, reserves the right to accept or reject the tender without assigning any reason thereof.

Superintendent SUPER SPECIALITY Hospital, Indore

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TENDER DOCUMENT FOR CONTRACT FOR / TECHNICAL SERVICES AT SUPER SPECIALITY HOSPITAL INDORE MADHYA PRADESH

Tender No:_3143/S.S/2021

Dated 13/05/2021

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Section – I General Instructions to Tenderers

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Hospital" means the MGM. Medical College Super Specialty Hospital, Indore where the technical services are required to be performed as specified in the Contract.
- (ii) "Contract" means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) "Contractor" or "Agency" means the successful tenderer selected for execution of contract for technical services.
- (iv) "Day" means calendar day.
- (v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) "Services" means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Health Facility (ies) under the contract.
- (vii) "Tender Inviting Authority" or "Client" or "Tender Acceptance Authority" or "Contracting Authority" means the Superintendent SUPER SPECIALITY HOSPITAL, Indore, under the aegis of Government of Madhya Pradesh in their respective jurisdictions.
- (viii) "Chairperson" is the Divisional Commissioner cum chairperson of the Autonomous Society of MGM Medical College & SUPER SPECIALITY Hospital, Indore.
- (ix) "Nodal Officer" is the designated officer of the Government Health Facility nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (x) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- $\hbox{\it (xi)}\quad \hbox{\it ``Tender'' means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.}$
- (xii) "Tenderer" means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India

1.3 Abbreviations:

- (i) "BG" means Bank Guarantee
- (ii) "CST" means Central Sales Tax
- (iii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (iv) "GCC" means General Conditions of Contract
- (v) "GIT" means General Instructions to Tenderers
- (vi) "NIT" means Notice Inviting Tenders.
- (vii) "TE Document" means Tender Enquiry Document
- (viii) "VAT" means Value Added Tax
- (ix) DME means Director of Medical Education, Govt. of MP
- (x) BMW means Bio-Medical Waste
- (xi) TIA means Tender Inviting Authority
- (xii) GST. GOODS & SERVICE TAXE.

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- 2. Scope of Services: The Scope of Services are given in Annexure-A.
- 3. Site Visit: Eligible firms are advised to visit the Hospitals site(s) to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission from Superintendent SUPER SPECIALITY HOSPITAL, Indore.

4. Pre-bid Meeting and Clarifications:

(a) A pre-bid meeting shall be held in the office of Superintendent SUPER SPECIALITY HOSPITAL, Indore to clarify any query of Renderers' regarding terms and conditions and scope of work. The Time, date and venue is mentioned in Section - I above. Attending pre-bid meeting is not mandatory.

5. Eligibility Criteria

- (a) The Tenderer should be a firm (Proprietorship or Partnership)/Company (Pvt. Limited or Public Limited), Societies/ Trust registered under applicable statutes in India.
- (b) The Tenderer must have achieved minimum average Delete turnover of Rs. 50 Lakh during last three financial years (2018-19, 2019-20 and 2020-21) and should be profit making.
- (c) The Tenderer should be registered for Income tax, Service tax and EPF/GST.
- (d) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970.
 - (e) The Tenderer should not be blacklisted either by the Tender Inviting Authority or by any State Government or by Government of India.

6. Qualification Criteria

- (a) The Tenderer should have minimum three years' experience in doing similar nature of work and should have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (b) Out of above experience, the tenderer should have satisfactorily completed technical job in more than 200 bedded hospital for at least 1 year prior to due date of bid submission.
- (c) The Tenderer should have executed work of similar nature, from any Government teaching hospital/Large Corporate Hospital/State government tourism hotels/India Tourism development hotels. The order value of such work should be equal to Rs. 50 lakh or more in each of the last three years (i.e FY 2018-19, 2019-20 and 2020-21) and should be supported by client satisfactory certificates issued from client (s) along with copy (ies) of workorders.
- (d) The Tenderer should have sufficient employees on its rolls specifically trained for technical work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of technical, PF, ESI deduction and details etc. should be attached with the technical Bid. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.
- 7. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with TECHNICAL Bid:

(a) The copy of Firm/Company's Registration / Incorporation Certificate with relevant authority

in India.

- (b) Statement of average Delete turnover of last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (c) Audited Balance Sheet along with Profit & Loss Statement of last three years i.e. 2017-18, 2018-19 and 2019-20 Self-attested copy of Service tax registration certificate, Employee Provident Fund (EPF) and PAN card.
- . (d) Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.
 - (e) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Para 6 above.
 - (f) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.

8. Sale of Tender Document:

- (a) The complete set of tender documents may be purchased within the prescribed time by interested Tenderers on the submission of a written application to the Tender Inviting Authority and upon payment of a nonrefundable fee of Rs.500 (Rupees Five hundred only) in the form of Demand Draft drawn in favor of Tender Inviting Authority payable at Indore.
- (b) The Tender document can also be downloaded from the website www.mgmmcindore.org. In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand draft along with its TECHNICAL Bid. Tenders found without tender fee shall be rejected.

9. Bid Security / Earnest Money Deposit (EMD):

- .(a) The Tenderer is required to submit Earnest Money Deposit (EMD) of Rs.50,000/-. The EMD should be in the form of FDR from Nationalized Bank drawn in favour of MGM. Medical College, Super Specialty Hospital, Indore payable at Indore. should be valid for at least 1 Year beyond the date of tender submission date.
- (b) The Tenders found without EMD as above, shall be summarily rejected.
- (c) The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit.
- (d) No interest shall be paid on the EMD.

10. Bid Price:

- (a) The tender prices shall be in Indian Rupee. Tenderer has to provide all machineries, equipment, staff I-Cards, their uniforms etc. and manage cleaning materials from the quoted Service Charges/Management fee.
- (b) Tenderers should submit all the details of bid prices as per format given in Annexure-E.
- (c) The remuneration for technical staff shall be paid as quoted by the selected bidder. Quoted rates should not be less than prevailing labor rates as notified by respective district collectorate in the state of Madhya Pradesh at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily.

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- (d) At any point of time, during running of contract, the remuneration paid to the technical staff shall not be less than the statutory notified labour rates. If it becomes so due to revision in rates as notified by the District Collectorate, contractor shall inform the same to the authority and thereafter the contract amount shall be revised to the extent of increase in labour rates by the Contracting Authority. If any time during the currency of the contract, it is found that the contractor is paying less than the statutory labour rates to the technical staff, its contact shall be terminated and appropriate action will be initiated against the contractor.
 - (e) If it is found that rates of consumables quoted by the selected bidder are unbalanced, authority shall assess the reasonability of rates of those items which are quoted higher than market prices and shall reduce the rates accordingly.
 - (f) Rates of consumables and Management Fee/Service Charges shall remain fixed during the contract period.

11. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per two bid system i.e.- TECHNICAL BID and FINANCIAL BID.
- (b) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in Clause 5 & 6 above, EMD as per Para 10 above and consent to provide required machineries, equipment, I-card, Uniform etc. to perform the job effectively. Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure-D), Performance Statement, Details of Staff available with the Agency.
- (e) Financial Bid should only contain the Price Schedule duly filled as per format given in Annexure-E.
- (f) Financial bid shall have Lump Sum Cost (including wages of staff, total monthly cost of consumables and Management Fee/Service Charges).
- (g) Both the bids (Technical and Financial) separately sealed in envelopes superscribing as TECHNICAL Bid and Financial Bid, respectively should be put in a third sealed envelope and should be super scribed as "Tender for Technical Services at SUPER SPECIALITY Hospital, Indore.
- (h) Sealed Tenders should be addressed and submitted to Superintendent Super Specialty Hospital Indore.
- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

12. Opening of Tenders:

a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the Tender opening.

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- b) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Price Tender shall be signed by all committee members and opened thereafter
- c) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in Technical evaluation. The tenderer's representative may choose to attend the opening of Price Tender.
- d) In the event, the date of opening as above is declared Govt. holiday, the tenders shall be opened at the same time on the nextworking day.

13. Evaluation of Tenders:

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to Technical requirements and various other commercial criteria given in the Tender Document.
- (b) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- (c) The Tenderer quoting the combined lowest bid amount including of Manpower Wages, total monthly cost of consumables and Service Charges/Management Fee (to be indicated in Indian Rs.) for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case of equal price bidding, winning bidder shall be selected by Superintendent Super Specialty, Hospital Indore.
- (e) Work performance will be supervised on daily basis by nodal officers of respective department and documented performance output report will be the sole criteria for maintenance, continuation and possible extension of contract.

14. Performance Security Deposit and Award of Contract:

- (a) The successful Tenderer shall execute an agreement (As per format given in Annexure-H) on a non-judicial stamp paper of value of Rs.500/- (stamp duty to be paid by the tenderer) within 7 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (b) If the successful Tenderer fails to execute the agreement and / or within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

15. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 3 (Three) months from the date of commencement of services. The contract can be extended for another Three month on the same terms and conditions Two times.

16. Commencement of Services

The Service Provider should commence the required technical services within 7 days of signing of contract or any other date mutually agreed by both the parties.

Section-II

General Conditions of Contract

- The persons deployed by the contractor should be properly trained, with minimum qualification have requisite experience and having the skills for carrying out a wide variety of Technical work using appropriate materials and tools/ equipment.
- 2) The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the contractor's cost if required.
- 3) The contractor will be responsible for supply / installation / refilling / maintenance of all such items / equipment /consumables used for specified areas end services required of the hospital for Technical purposes as given in Annexure B.
- 4) The Contractor must employ adult labour only and they should be physically fit to work described under the contract. Employment of child labour will lead to automatic termination of the contract. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff and all liabilities (civil or criminal) arising out of mis- conduct of staff in any manner whatsoever.
- 5) The Contractor at all times should indemnify Contracting Authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification there of or any other law relating thereof and rules made hereunder from time to time. Contracting authority shall not owe any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- 6) The Contract shall initially be valid for a period of three month and can be extended further for another three month on the same terms and conditions of the contract and at the same rates Two times. The rates quoted by the bidder shall remain unchanged during the period of contract subject to GIT clause 11 (e).
- 7) Contracting authority however, reserves the right to terminate the contract by serving one months' notice, in writing if the hospital administration is not satisfied about the services of the contractor. The contractor may also ask for foreclosure of contract by giving one months' notice to the Contracting Authority giving reasons thereof.
- 8) In case of breach of any terms and conditions attached to the contract, the Security Deposit of the contractor will be forfeited by the contracting authority forthwith besides annulment of the contract.
- 9) The contractor has to provide standard liveries on his part to its Technical staff. The staff shall be in proper uniform of different colour to differentiate Staff witch are

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- provided by the contractor but approved by hospital administration with their identity properly displayed, samples of liveries will have to be submitted by the Contractor for the approval of the competent authority.
- 10) Hospital administration will provide the space for setting up a control room for the contractor in the premises of the hospital from where the contractor and his own supervisory or office staff can control the Technical labour force working in the hospital. The contractor will arrange for all items needed for his staff viz., time keeping machine, Biometrics computerized inventory of stores, computerized daily duty roster chart, etc. The Technical staff will first report to the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of materials and equipment, etc.
- 11) The hospital administration will provide space for a store room to the contractor in the premise of the hospital. The store keeper deployed by the contractor will store all their liveries, materials, equipment in the store room at his/her own risk & cost and maintain a computerized record of the stores which shall be opened to inspection by hospital administration staff during working hours.
- 12) Once the Technical staff is allotted an area of work he or she will be under supervision of the I/C/Supervisor/Officer of that area i.e. wards/ICU/HDU/PRIVATE ROOM/ANNEXE BLOCK/OPD/Stores/Offices etc. and in addition to the instructions issued by the contractor, they have to follow all instructions and orders given by the I/C/Supervisor/Officer. All instruction given by sister I/C/Supervisor/Officer should be considered in the scope of work if it is for the benefit of the patients.
- 13) The Contractor shall:
 - a. Provide all items, equipment, machineries etc. and consumables to their Technical staff as specified in scope of services
 - b. They should also ensure that their managers/supervisors are equipped with communication devices like cell phone etc.
 - c. Plan; manage execute collection, mechanized screening / segregation and disposal of electronic & other waste The contractor will arrange for required resources, including manpower, machinery, disposables etc. which is used by the Technical staff. The contractor will also ensure that the electronic and other waste related to services collection / disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the contractor to the Technical staff.

14) Scope of work and services:

- 1) Details of the scope of work are enclosed at Annexure –A
- 2) Details of technical services & manpower required enclosed at Annexure B

15) Variations

The hospital administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates for manpower and prorate for additional areas.

16) Payment Procedure:

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- a) Payment/ reimbursement of staff wages, consumables and payment of Service Charges/Management Fee of the subsequent month will be made within a period of 15 days after submission of the bill and all necessary documents in triplicate. Payment/ reimbursement of the bill will be based on computerized printouts in standardized Performa approved by Nodal officer/ Hospital administration along with computer generated attendance sheet in respect of the persons deployed.
- b) While submitting the bill the services provider must file a certificate certifying the following:
 - i. Wages of workers were credited to their bank accounts on_(date)
 - ii. ESI Contribution relating to workers amounting to Rs. _was deposited on _____. (Copy of e-receipt enclosed)
 - iii. EPF Contribution relating to workers amounting to Rs. ____was deposited on _____. (Copy of ereceipt enclosed)
 - iv. We are complying with all statutory Labour Laws including Minimum Wage Act of Central Govt.
- c) Contracting Authority may inter alia reimburse the wages to the deployed Technical staff and EPF/ESIC to the statutory authority directly through epayment system.

The agency shall be absolutely, completely and exclusively responsible for the payment of salary, for the Technical staff employed at the Hospital (under the contract) on or before 5th of each succeeding month. If contractor is not able to raise and submit bills to the authority in prescribed schedule time with all requisite documents and he/she doesn't receive payment from the authority, still the contractor shall be liable to make payment to the

Technical staff on or before 5 of each month to guard the interest of Technical staff.

17. Liquidated damages:

Whenever and wherever it is found that the cleanliness is not up to the mark it will be brought to the notice of the supervisory staff of the contractor by sister I/C of designated area or designated officials of the health facility and if no action is taken within ONE hour, liquidated damages @ Rs.200/- per complaint shall be imposed. The decision of designated nodal officers of respective department of Hospital shall be final, in this regard.

18. Manpower

a. Contractor shall give preference in selection of Technical staff who are already working in the health facility/ies (which are entrusted to the contractor) on contract, in case such staff agree to work on the terms & conditions laid down by

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the Contractor.

- b. Any misconduct/ misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to the designated nodal officer.
- c. The contractor shall ensure maintenance of adequate no. of manpower as per Annexure -B and also arrange a pool of stand-by Technical staff in case any Technical staff absences from the duty, the reliever of equal status shall be provided by the contractor from an existing pool of Technical staff.
- d. The Technical staff deployed through contractor in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Society shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the Autonomous Society is made necessary parties in dispute to adjudicate the matter, the contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.
- e. The Technical staff deployed by the contractor shall not divulge or disclose any details of office, operational process, Technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officers of the Hospital has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- f. The contractor shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, Gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.

19. Risk Clause:

a. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on

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account of this will be recovered from the contractor's Security Deposit or pending bill or by raising a separate claim.

b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective Hospital/ Tender Inviting Authority/Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to

them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.

- c. In the event of loss/damage of equipment etc. at the premises of the health facility (ies) due to negligence/carelessness of contractor staff, if established after a joint enquiry, then the contractor shall compensate the loss to Health Facility (ies). The contractor or its representative/s shall meet the designated respective nodal officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Technical Services.
- d. The contractor will also maintain a complaint/suggestion book, at designated points in hospital premises where his/her staff is deployed, for comments on the Technical services.
- e. The contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the hospital premises and shall indemnify by any act of the contractor or its employees or staff etc.
- f. The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- g. Training on behavior aspects and ethics must be done regularly. The way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- h. License, if any, required for Technical Services at the site will be made available by the contractor (service provider).

20. Dispute Settlement:

i) All disputes and differences of whatsoever nature, whether existing or future between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, repudiation, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting

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- Authority Superintendent SUPER SPECIALITY Hospital, Indore, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii) Divisional Commissioner will act as the Sole Arbitrator to adjudicate the disputes and differences between the parties for all hospitals falling within that particular district. The Service Provider shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- iii) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Divisional Commissioner, shall nominate/appoint another person, not below the rank of Addl. Collector, as aforesaid, to act as the Sole Arbitrator.
- iv) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the

Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Service Provider to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

- v) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi) The work under the Contract shall, however, continue during the Arbitration proceedings.
- vii) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- viii) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- ix) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- x) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at for all purposes. The Arbitration shall be held at Indore and conducted in English/ Hindi language.

SCOPE OF TECHNICAL SERVICES REQUIRED IN M.G.M. MEDICAL COLLEGE SUPER SPECIALITY HOSPITAL INDORE

The Scope of technical services in M.G.M. Medical college Super Specialty hospital comprises of operation of, electricity supply, in Hospital & Annexe building water treatment plant & RO system, including plumbing services and fittings, steam supply, air conditioning and refrigeration, lightening protection, structured cabling, communication system fire Alarm and public address system, CCTV control room and piped music system, Sewage and effluent treatment plant

The scope of services generally includes operations of above facilities to ensure optimum operational reliability, risk reduction and their safety for the patients, staff and public.

FUNCTIONS OF THE TECHNICAL SERVICES

- 1. Planning and implementation of a program of planned preventive maintenance in r/o all the facilities/ services under their responsibility.
- 2. Ensuring that all the facilities, systems and services under the scope of above technical services are well maintained and kept in a state of optimum operational efficiency.
- 3. Maintaining an up-to-date inventory of all the equipment available and their distribution in the hospital.
- 4. Maintaining an up-to-date history sheet for each and every/ equipment unit in the hospital.
- 5. Anticipating the requirement of commonly required spares and arranging for their adequate stocking.
- 6. Ensuring that break down maintenance is prompt enough to ensure uninterrupted services. This, however, does not include sophisticated/electronics equipment that should be better handled under the arrangement by suppliers.
- 7. Ensuring that the facilities/services coming under their scope are safe and hazard free.
- 8. Ensuring that the facilities/services provided under their scope are in compliance with the relevant legal provisions.
- 9. Ensuring that the facilities/services provided under their scope of responsibility are conductive to efficient and high quality patient care.
- 10. Ensuring timely action for renewal of maintenance contracts/ insurance cover of the facilities/equipment under their purview.
- 11. Ensuring that the services under their scope are provided at the minimum possible operating costs.
- 12. Playing an active role in successful planning and implementation of the equipment Audit program.
- 13. Advising the management about the most cost-effective ways of managing the facilities/services under their purview (saving of energy/water,)
- 14. A program of continuous training of staff.
- 15. Planning and implementing a program of Quality Management of Engineering service department.

ASSURANCE OF QUALITY OF TECHNICAL SERVICES

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Technical service is one single department on which depends the efficiency of each and every department and each and every member of the hospital staff.

This is the department that is responsible for soundness and integrity of the buildings, power and water supply, air conditioning, communication, functioning of all the equipment, and prevention of most of the hazards.

Expectations of Hospital Administration

- 1. There is a regular and uninterrupted power/ water supply, the communication system and a comfortable environment (lightening, ventilation, humidity, noise/odor level)
- 2. Failure of these services is not the cause of any untoward effect, on treatment / chances of recovery of the patients.

Expectations of the Doctors/Nurse/Technicians.

- 1. The services optimize the comfort level of the patients.
- 2. That the services are adequate enough to support the timely performance of the diagnostic/therapeutic procedures.
- 3. The communication system is efficient and fully reliable.
- 4. The services do not, in any way, adversely affect the treatment of their patients.

Expectations of the Management

- 1. No complaints from the patients, staff or the regulatory authorities.
- 2. Safety of patients, public and staff from all possible hazards related to the facility management.
- 3. Minimum possible cost of maintaining/operating the facilities/ equipment under the charge of the department.

Expectations of the Regulatory Authorities

- 1. Absolute compliance of all legal provisions and no incidence of violations of the laws.
- 2. Complete safety of the patients, relatives, public, and the staff.
- 3. No complaints from the public about environmental nuisance.

Quality Manpower

The department should be headed by a qualified engineer with the exposure to air conditioning, refrigeration, communication technology and some idea of mechanical/biomedical equipment besides. He should be answerable directly to the Medical superintendent. Adequate supervisory and other staff in all branches, including the civil, mechanical, electrical and plumbing section, should be available to attend to problems round the clock. a Adequate number of technician's to attend to the minor day to day problems and ensure maintenance of all the equipments. concerned should be available

QUALITY OF PROCESS

Quality of process should be such as would ensure the following:

- 1. Availability of a documented manual for quality assurance of engineering services with clearly defined role and scope of services and the policies procedures covering every aspect of their activities.
- 2. A procedure for detection/reporting of defects and their repair/maintenance with the minimum possible downtime.
- 3. A documented system of planned preventive maintenance (and breakdown repairs) in r/o all civil assets as well as equipment installed.
- 4. There is a documented check list of all the legal compliances and a mechanism for ensuring regular updating of licenses/registrations/certifications.
- 5. There is a procedure for ensuring implementation of all legal provisions and the responsibility in r/o each provision is clearly documented and known to all concerned.
- 6. The organization has a comprehensive equipment management program and a system of equipment audit and the engineering staff are involved in the program. The records of proceedings including the audit points and corrective actions is maintained.
- 7. There is a laid down policy about storing of spare parts and the same is being implemented.
- 8. There is a documented operational and maintenance plan for ensuring safety of environment and facilities for the patients, staff and public.
- 9. A standardized system and format for registering complaints giving the details of
 - Ward/Department.
 - Details of equipment concerned
 - Details of the defects
 - Urgency involved (routine/urgent/immediate)
 - Date and time of complaint
 - Authentication by the complaint
- 10. The responsibility for maintenance should be specified in writing, the responsible staff is fully aware of their responsibility and the maintenance staff is available for emergency repairs, round the clock.
- 11. A record of breakdown complaints and the response time for attending to complaints (restoration of operational status) should be maintained and monitored.
- 12. There has to be a procedure for periodic inspection and calibration of the equipment by the authorized agencies.
- 13. There has to be procedure for ensuring potable water supply round the clock with adequate reserve (three days requirement) or an alternate source identified and regularly tested for quality of water.
- 14. Planned periodic cleaning of AC ducting and filters of HVAC system at all the concerned areas.
- 15. There is a check list of actions to be taken by the departmental staff during fire/other emergencies. It is ensured that up to date floor plans along with the escape routes are available, the escape routes are kept free of any obstacles and there is a documented plan for safe escape of patients/public and staffing during fire or other emergencies.
- 16. The engineering service is represented in the hospital safety committee which regularly inspects the facilities at least thrice year. The reports of safety committee are documented, the corrective measures implemented and a record is maintained.
- 17. All possible hazards and the plan for prevention, monitoring and combating the hazards should be identified and documented.
- 18. There should be documented system of periodic inspection and planned preventive (and breakdown) maintenance and risk reduction in respect of each of the following services:
 - a) Electric supply and distribution system including the diesel generator (DG) sets, UPS systems and stabilizers. No loose hanging wires or temporary connections are allowed. Water supply and distribution system including the supply of hot, cold, potable, ultra pure water and steam supply. There are no dripping taps, leaking pipes or blocked sewage lines.

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b) Air conditioning and refrigeration facilities.

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- c) Communication System.
- d) Lightening Protection Periodic testing of patency of earthing.
- e) Public health engineering system (waste storage/disposal, effluent treatment plant.)
- f) All electric equipments concerned and their proper earthing.
- g) All switches and sockets to ensure their adequacy and hazard free functioning.
- 19. There should be documented program for continuous, on job as well as formal training of the staff and a record is maintained.
- 20. A check list for ensuring renewal of insurance cover and/or maintenance contracts for the buildings equipments has to be installed in the hospital.

INDICATORS FOR EVALUATION OF QUALITY OF SERVICES.

- 1. Number of complaints from the patients about lighting, ventilation, air conditioning, water supply (hot/cold), leaking taps.
- 2. Number of complaints from patients about slip/trip/ or fall with or without any injuries.
- 3. Number of complaints from the departments about malfunctioning of equipment or nurse call system.
- 4. Frequency of power failure and time taken for restoration of power (should not be more than 10 seconds)
- 5. Frequency of cancellation of surgical/other procedures due to lack of power supply.
- 6. Incidence of fire/other hazards such as collapse of building/plaster falling of the ceiling/walls, short circuiting, gaseous explosion.
- 7. Response time for attending to and restoration of operational status.
- 8. Incidence of malfunctioning of equipment during a procedure.
- 9. Observations by the equipment audit committee.
- 10. Incidence of lifts getting stuck and time taken for rescue of passengers.
- 11. Observations from the regulating authorities about non-compliance of legal provisions.
- 12. Frequency of complaints from OT/Cardiac Cath. Lab about faulty temperature/humidity control.

MANPOWER REQUIREMENT

Sr.No.	Service Descriptions	Shift G	Shift A	Shift B	Shift C
1.	HVAC – For 1000TR chiller in the main building and 322 HP VRF system in the Annexe Building.	1	2	2	2
2.	Electrical: For Hospital Building and Annex Building	1	2	2 •	2
3.	Electrical: For Sub Station Building	1	1	1	1
4.	Plumbing : For Main building and Annex Building	1	2	2	2
5.	For Sewage Treatment Plant and Effluent Treatment Plant	1	1	1	1
6.	For Water Treatment Plant and RO system	1	1	1	1
7.	For CCTV Control Room	1	1	1	1
8.	For Fire Alarm and Public Announcement System	1	1	1	1
9.	Assistant Engineer	1	0	0	0
10.	Operation Manager	1	0	0	0
	Total manpower Shift Wise	10	11	11	11

43 Nos. MANPOWER

The contractor has to provide various tools and equipments connected with the Service Descriptions mentioned in the chart above

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TECHNICAL TENDER FORM

Date		
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o,	
1.	We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Technical staff and supervisors to perform duties as mentioned in Scope of Work a Annexure-A and at the rates as mentioned in our financial bid.
2.	If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3.	We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4.	We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5.	We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6.	We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7.	We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.
	(Signature with date)

N.B: The above tender form, duly signed and sealed by the authorized signatory of the company, should be enclosed with TECHNICAL Tender.

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Declaration

	1.	I,proprietor/partner/director/au	son/daughter uthorized	of Shrisignatory of	,
			M/s	,	
				tent to sign this declaration and	
		execute this tender document.			
	2.	I have carefully read and unde hereby convey my acceptance		rms and conditions of the tender	and
	3.	and authentic to the best of m the fact that furnishing of any	ny knowledge and r false informatio	g with the above applicable are to belief. I/we, am / are well awar on / fabricated document would bilities towards prosecution un	e of lead
				Signature of Authorized	
				Person (Name, designation	
				and seal)	
Dat	e:				
Plac	20.1				
I Id	Le:				

N.B : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender

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Details of staff available with the Agency

Sr. No.	Name	Employee Code	Qualification	ESI No.	PF No.	Experience in House Keeping, Ward boy, Aayabai, (Years)
						()
				*		
	14					
						,
					× .	
						-
						×

The above format may be used to provide employee details.

Signature of Tenderer

Name and designation of signatory with

seal Date:

Place:

N.B: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with TECHNICAL Tender.

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B. PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER (of last three years):

Sr. No.	Name and address of client; Name, designation and contact no./e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any	· v			

Signature	of ten	derer
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Name and designation of signatory with

seal Date:

Place:

N.B: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with TECHNICAL Tender.

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FINANCIAL BID FOR TECHNICAL SERVICES (to be printed on letterhead of Tenderer)

1. Manpower Charges:

- A. Experienced Technical Staff (Minimum 8th pass, unskilled MWA category) in Uniform with I-Card as per Scope of work defined in Annexure-A for all 3 shifts & 7 days of week
- B. Supervisor in Skilled Category for monitoring and works supervision in all 3 shifts and 7 days of the week

	Total amount per month (in Rs.):	
2.	Total cost of Monthly Consumable:	•
2.	Total cost of Monthly Consumable:	

3. Management Fee/Service Charges:

A. Management fee/ Service charges for providing and managing Technical services as described in this tender document: (This should be in Rs. and fixed for the contract period)

(Non-realistic/vague quotation of this may amount to disqualification)

Total Charges (1 + 2 + 3):	
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Note:

- 1. The agency will have to provide two sets of uniform per year including Identity Cards to all the workers & gum boots and hand gloves, safety goggles, masks (to whom required as per work allocation) of good quality and colour code as prescribed.
- 2. Contractor shall provide & maintain machineries and its consumables at health facility (ies) as mentioned in TECHNICAL bid within the above cost. Contractor shall also provide cleaning material of which payment shall be reimbursed as per terms of bid document. The authority shall pay wages, cost of cleaning materials and service charges (which is fixed) to the contractor as per terms & conditions of tender document. No payment, other than this, shall be made to the contractor.
- 3. Service Tax shall be paid if applicable.

I/we also declare that, I/we will abide by all the rules and regulation of District Health Society and concerned Hospital, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorized Person

Date:

Full Name: Company's Seal:

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BANK GUARANTEE FORM FOR EMD

in consideration of the Memi	ber Secretary, District Health Society (hereinafter called the
"Tender Inviting Authority" (or "Client") has floated tender no (hereinafter called "said
tender"), for Delete contract	of
Technical services as per ter	ms and conditions mentioned in the above tender, M/s
	(hereinafter
called "Tenderer") has decid	ed to participate in above tender process and agreed to
production of an irrevocable	bank guarantee for Rs(Rupeesonly) as an Earnest
Money Deposit (EMD) towar	ds compliance of its obligations in accordance with the terms
and conditions in the said ter	nder.
We	(hereafter referred to as the "Bank") hereby undertake
following:	

- 1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
- 2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
- 3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 4. This Guarantee will not be discharged due to the change in the constitution of the Bank

or the tenderer(s).

5.	We lastly undertake not to revoke this Guarantee except with the prior consent of the
	Clientin writing.

6.	This guarantee shall be valid up to unless extended on demand by the Client				
	Notwithstanding				
	anything mentioned above, our liability against this Guarantee is restricted to Rs				
	only) and unless a claim in writing is lodged with us under				
	this Guarantee shall stand discharged.				

(Signature of the authorized officer of the Bank)

Name and designation of the officer Seal, name & address of the Bank and address of the Branch

Performa of Performance Bank Guarantee

In consideration of the Member S	Secretary, District Health Society,(hereinafter							
called the "Client") having offere	d to accept the terms and conditions of the proposed							
agreement (hereinafter called	the "said Agreement") between District Health							
Society and M/s(hereinafter	called the "said Contractor") for the work of TECHNICAL							
SERVICES AS DESCRIBE IN ANNEX	JRE-B							
Services having agreed to production of an irrevocable bank guarantee for Rs								
(Rupeeso	nly) as a security / guarantee from the contractor for							
compliance of its obligations in a	ccordance with the terms and conditions in the said							
agreement.								
We	(hereafter referred to as the "Bank") hereby							

- 1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s)'shall have no claim against us for making such payment.
- 2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
- 3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.

6.	This guaran	ntee	shall l	oe valid	up to	unless	extended	on	demand	by	the
	Notwithsta	ndi	ng any	thing m	entioned	above, our li	ability agai	nst t	this Guara	ntee	is
	restricted	to	Rs	(]	Rupees			_on	ly) and u	nless	s a
	claim in wr	itin	g is lod	ged wit	h us unde	this Guaran	tee shall sta	nd c	discharged	l.	
4	Dated			the		day	of				for

Format of Contract Agreement

THIS AGREEMENT made th	neday of _ (hereinafter						
	– (hereinafter c	alled "t	he Contra	actor") of theo	ther p	art:
WHEREAS the Client is desired tender reference no I performance services for the state of	Dated_and has	accept	ted a bi	id by	the Co	ntract	or for the
(Rupeesonl. consumables as per rates give	y) (hereinafter	called	"the Co	ontrac			

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Letter of Acceptance issued by the Client.
 - b) The supplier's bid including enclosures, annexures, etc.
 - c) The General Conditions of the Contract
 - d) The Scope of Work
 - e) The Financial Bid
 - f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.
- 3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sl.	Brief Description of Services	Contra	Total Price	Service	Total
N	Bel vices	ct	Trice	tax in	value
0		Duratio		%	inclusive
		n			of Service
					tax
1					

Cost of consumables used during performance of services shall be reimbursed on monthly basis as per rates quoted by the Contractor.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws in force ,the day and year first above written.

Said(For the	e Client)
In the presence of	
Signature	
Name	
Address	

Witness 1.

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Signed, Sealed and Delivered by the

Said_____(For the

Contractor) In the presence of

Signature

Name

Address

Witness