Contract agreement for images based transmission and reporting of radiology images and selective radiology services

Mission Director, National Health Mission, State Health & Family Welfare Society, Tripura, SIHFW Building, 1st Floor, Palace Compound, Agartala, West Tripura – 799001

CM Contract No.F.3 (5-2967)-FWPM/SHFWS/2015 dated 11th August 2016
This is in continuation to this office’s Notification for Award of Contract No F.3 (5-2967)-FWPM/SHFWS/2015 dated 2nd August 2016.

Webel Electronics Communication Systems Ltd.
(A Govt. of West Bengal Undertaking)
DN-53, Sector-V
Salt Lake City, Kolkata-700091


THIS AGREEMENT made the 11th day of August 2016 between State Health & Family Welfare Society, Tripura (hereinafter called the Procurer) of one part and Webel Electronics Communication Systems Ltd. (A Govt. of West Bengal Undertaking) (Hereinafter called the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz. images based transmission and reporting of radiology images and selective radiology services and the Procurer has accepted a tender submitted by the Service Provider for the Services for price quoted per X-ray image study reported @ Rs.73/- (Rupees Seventy three) only inclusive of all taxes and duties presently in force (Hereinafter called the Contract Price)

(Dr. Shalene K. Yadav,
Mission Director,
National Health Mission,
Govt. of Tripura.

(Dr. Shalene K. Yadav,
Mission Director,
National Health Mission,
Govt. of Tripura.

(Kolkata)
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following points shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:

1.1 Terms and Conditions:

1.1.1 Signing of Contract:
To sign and submit the contract unconditionally within 15 days of receipt of communication of the procurer’s Notice for Award of Contract within the bid validity period. The contract shall be valid for a period of 5 years from the date of signing of the contract.

1.1.2 Modification to Contract:
The contract when executed shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties. Services shall be valid for a period of 5 years from the date of approval by the Authority and it could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the Service provider does not follow the rules, regulations and terms and condition of the contract.

1.1.3 Performance Security:

1.1.3.1 The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalized Bank in favour of State Health & Family Welfare Society, Tripura payable at Agartala for an amount of Rs.15.00 Lakh (Rupees Fifteen Lakh) only and remain valid for a period, which is 2 (two) months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.

1.1.3.2 If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Procurer and the contract may also be cancelled.

1.1.3.3 The Procurer will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

1.1.4 Compliance of Minimum Wages Act and other statutory requirements:
The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety. Legal liability to the extent of reporting of images for each reported case extends to the service provider. However overall legal responsibility of provision of medical care lies with the Authority/ public health facility. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

1.1.5 Income Tax Deduction at Source:
Income tax deduction at source shall be made at the prescribed rates from the bidder’s bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

1.1.6 Periodicity of Payment:
The payment will be made on monthly basis not extending beyond 12 noon of the last bank working day of the week for all invoices raised. The procurer shall give standing instructions to the bank for implementation of this requirement. The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
1.1.7 **Damages for Mishap/Injury:**
The procurer shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the procurer's/consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/contractor.

1.1.8 **Termination of Contract:**
The procurer may terminate the contract, if the successful tenderer withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the procurer will have the right to purchase the same goods/equipment from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the procurer. Service provider shall commence the proposed services within the 30 days of signing the agreement otherwise the contract could be terminate.

1.1.9 **Penalization:**
The upkeep time of transmission and reporting services should be minimum 90%, but a single shut down shall not be more than of 10 days in a single stretch. Service provider shall make alternative arrangements for reporting of the cases at the approved rates in case the system is out of order/shut down for greater than 24 hours. If shut down extends beyond 15 days the contract may be cancelled. For any discontinuity of services greater than 10 days the provider shall pay an average amount of revenue collected per day, for each day of shutdown despite providing alternate arrangement at the cost of the service provider. In no case shall authority pay any amount to the alternate provider. Use of the allocated space by the service provider for any other purpose other than the approved scheme shall not be permitted. The Service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the proposed scheme, the duration for which the license has been issued. After completion of the tenure of tender, the provider will be required to uninstall the digital infrastructure within 30 days of the contract closure date.

1.1.10 **General Terms & Conditions:**
1.1.10.1 The Authority shall provide a list of availability of X-Ray and CR system at Community Health Centers (CHCs), Sub-division Hospitals (SDHs) and District Hospitals (DHS) across the state.

1.1.10.2 The Authority shall arrange for well functioning X-ray mentioned in the list of facility in tender document. The number of equipments (X-Ray Machine) may increase or decrease based on the needs of the procurer. The service provider shall be responsible for maintaining all the equipment supplied by them for digitization and transmission.

1.1.10.3 The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Authority.

1.1.10.3.1 The Minimum assured volume starts from the date of complete implementation of the program or 3 months from the date of signing of the contract, whichever is later. Until such time, payment would be on actual basis. The minimum assured volume shall have to be 150 X-rays per working day.

1.1.10.3.2 The annual escalation shall be at a rate of 3% per annum on the quoted rate of per X-ray reported.

1.1.10.3.3 The successful service provider has to start the Tele-radiology services at all District Hospital and Sub District Hospital in 60 days and at CHC level in 120 days.

1.1.10.4 The service provider has to arrange data centre anywhere in India to store images and clinical data. Service provider shall store the data.
for the entire contract period and has to submit the complete data to Authority at the end of the contract or to a different service provider in case of termination of clause as deemed fit by the Authority. The service provider has to arrange for backup and data security. The Authority may periodically inspect the data centre for the data security.

1.1.10.5 Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee appointed by the Authority.

1.1.10.6 All the operational cost within the declared scope of work including the cost of deployment of the personnel will be borne by the Service provider.

1.1.10.7 All the pre-requisites such as hardware, software, computer and related peripherals, mobile connection or any other requirement shall be provided by the Service Provider.

1.1.10.8 Service provider will provide a signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging.

1.1.10.9 The uploading time of the images should not be more than 45 minutes after the completion of test. The images will also be made available by the service provider to the concerned hospital with in the 45 minutes after the completion of test. All results shall be interpreted, diagnosed and reported within 6 hours of the image transmission/ uploading, if the tests were done between 8AM to 6PM. However, if tests were done between 6PM to 8AM next morning, the report would be provided on or before 10AM of that day.

1.1.10.10 The Service provider will have to manage the following records:
   (i) Digital cases register. (ii) Record of discontinuity of services at service provider's end; and (iii) Log Book of discontinuity of services at facility end.

1.1.10.11 The patient information and images shall be tagged to a Unique ID generated by the service provider.

1.1.11 Arbitration:

1.1.11.1 If dispute or difference of any kind shall arise between the procurer and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

1.1.11.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the procurer or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the State Health & Family Welfare Society, Tripura as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by State Health & Family Welfare Society, Tripura to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1,00,000/-).

1.1.11.3 Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Procurer or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
1.1.11.4 Reference to arbitration shall be a condition precedent to any other action at law.

1.1.11.5 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued i.e. Agartala.

1.1.12 Applicable Law and Jurisdiction of Court:
The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

1.2 Location and Description of Equipment

<table>
<thead>
<tr>
<th>Name of District</th>
<th>Type of Facility</th>
<th>Name of Facility</th>
<th>Equipment name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dhali</td>
<td>SDH</td>
<td>Bimal Sinha Memorial</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Dhali</td>
<td>SDH</td>
<td>Bimal Sinha Memorial</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Dhali</td>
<td>DH</td>
<td>Kulai</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Dhali</td>
<td>CHC</td>
<td>Manu</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Gomati</td>
<td>SDH</td>
<td>Amarpur</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>SDH</td>
<td>Amarpur</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>DH</td>
<td>Gomati</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Gomati</td>
<td>DH</td>
<td>Gomati</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Gomati</td>
<td>CHC</td>
<td>Nutanbazar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>CHC</td>
<td>Nutanbazar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>CHC</td>
<td>Nutanbazar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>CHC</td>
<td>Ompinagar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>CHC</td>
<td>Ompinagar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>CHC</td>
<td>Ompinagar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Gomati</td>
<td>SDH</td>
<td>Tripura Sundari</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Khowai</td>
<td>DH</td>
<td>Khowai</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>North Tripura</td>
<td>DH</td>
<td>Dharmanagar</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>North Tripura</td>
<td>DH</td>
<td>Dharmanagar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>North Tripura</td>
<td>SDH</td>
<td>Kanchanpur</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Sepahijala</td>
<td>SDH</td>
<td>Malaghar</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>Sepahijala</td>
<td>SDH</td>
<td>Malaghar</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Sepahijala</td>
<td>CHC</td>
<td>Sonamura</td>
<td>X-Ray Machine</td>
</tr>
<tr>
<td>South Tripura</td>
<td>DH</td>
<td>Belonia</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>South Tripura</td>
<td>SDH</td>
<td>Sabroom</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>South Tripura</td>
<td>DH</td>
<td>Santrirbar</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Unakoti</td>
<td>CHC</td>
<td>Kumarghal</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Unakoti</td>
<td>SDH</td>
<td>Rajiv Gandhi Memorial Hospital</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>Unakoti</td>
<td>SDH</td>
<td>Rajiv Gandhi Memorial Hospital</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>West Tripura</td>
<td>SH</td>
<td>IGM Hospital</td>
<td>X-RAY 300 MA</td>
</tr>
<tr>
<td>West Tripura</td>
<td>SH</td>
<td>IGM Hospital</td>
<td>X-RAY 300 MA</td>
</tr>
</tbody>
</table>

1.3 Job Description:
The obligations of the service provider/firm under this service contract shall include following service activities and commitments. The details of various services required at different locations and type of facilities is given under Point 1.2 above.

1.3.1 The Service provider shall identify the technological pathways and set up systems for digitization, transmission and reporting of X-rays. Digital infrastructure/ IT based solutions should be provided used to transfer images to specialist hired/on roll of Service provider.

1.3.2 Service provider shall provide communication networks, IT peripherals and requisite software and costs thereof for seamless transmission of images.

1.3.3 The service provider is required to provide digitizers /Imaging platforms that are US (FDA) or EU (CE) approved. The state shall continue to provide for only conventional X-ray films. However, if the service provider provides for CR systems, they shall also be required to provide X-ray films compatible with the CR systems as used by them as CR systems are closed systems.

1.3.4 The selected service providers are required to provide a real time dash board of services being provided with key performance indicators as desired by the state,
external quality control with institutions as indentified by the State and turnaround time as per RFP.

1.3.5 Service provider shall provide training to radiographers deployed at public health facilities for digitization and transmission of X-ray images.

1.3.6 Reporting of all X-ray films/images from CHCs/FRUs/SDHs/DHs electronically.

1.3.7 All results shall be interpreted, diagnosed and reported within 6 hours of the test, if the tests were done between 8AM to 6PM. However if tests were done between 6PM to 8AM next morning, the report would be provided on or before 10AM of same day.

2. Procurer's Notification of Award.
Enclosed as Annexure-I

3. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the services for the specified equipments in conformity in all respects with the provisions of the Contract.

4. The Procurer hereby covenants to pay the Service Provider in consideration of the services, 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 in the Contract.

5. The bank guarantee valid till 30th September 2021 for an amount of Rs.15,00,00,000.00 shall be furnished within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

6. Payment terms: The payment of services will be made against the bills raised to the Procurer by the Provider as per above terms & conditions after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.

7. Paying Authority: Mission Director, NHM, State Health & Family Welfare Society, Tripura

(Received and accepted this contract
(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the Service Provider)
For and on behalf of:

(Signed)
(Shrin Debdeep Bandyopadhyay)
General Manager (Projects) & Unit Head
Webel Electronics Communication Systems Ltd.
[A Govt. of West Bengal Undertaking]
DN-53, Sector-V
Salt Lake City, Kolkata-700091
E-mail: webel.ehealth@gmail.com
(Seal of the provider)

Date: 14th August 2016
Place: Agartala, Tripura)
To
Shri Atanu Jana
Sr. Executive (Project)
Webel Electronics Communication Systems Ltd.
(A Govt. of West Bengal Undertaking)
DN-53, Sector-V
Slal Lake City, Kolkata-700091
E-mail: webel.ehealth@gmail.com

Sub: - Notice for Award of Contract (AoC) for implementation of Free Diagnostic Initiative under National Health Mission, Department of H&FW, Govt. of Tripura – Teleradiology Project.


Sir,

With reference to the subject cited above, it is hereby informed that the Technical & Financial Evaluation Committee constituted w.r.t. the above Request for Proposal (RFP) have selected Webel Electronics Communication Systems Ltd. (A Govt. of West Bengal Undertaking), Kolkata as L1 on the basis of the proposals submitted for the bidding process.

2. It is to further inform that the Departmental Purchase Committee (DPC) of the Health & Family Welfare Department, Govt. of Tripura in its meeting held on 30th July 2016 at 10:30 AM recommended acceptance of the rate quoted by Webel Electronics Communication Systems Ltd. as per details shown below:-

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate quoted</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation of Teleradiology Project (Image digitization and transmission of X-rays)</td>
<td>Rs.73/-</td>
<td>150 nos. images (minimum assured volume) X 300 working days X Rs.73/- per image (inclusive of all taxes and duties presently in force) p.a.</td>
</tr>
</tbody>
</table>

3. Accordingly, time bound actions as per RFP are mentioned as follows:-

i) To sign and submit the contract unconditionally (draft contract document enclosed) within 15 days of receipt of Notice for Award of Contract (AoC). The contract shall be valid for a period of 5 (five) years from the date of signing of contract.

ii) Performance Security of Rs.15.00 Lakh in the shape of Demand Draft/Bank Guarantee issued by a Nationalized Bank to be deposited in favour of State Health & Family Welfare Society, Tripura payable at Agartala and shall remain valid for a period, which is 2 (two) months beyond the date of expiry of the contract, failing which EMD may be forfeited.
iii) Minimum assured volume of X-Ray images would be **150 nos.** per working day consolidating all the Centres. The minimum assured volume starts from the date of complete implementation of the program or 3 months from the date of signing of the contract, whichever is later. Until such time, payment would be on actual basis.

iv) The annual escalation shall be at a rate of 3% on the quoted rate of per X-ray reported over a period of 5 (five) years.

v) To start the Tele-radiology services at all District Hospitals and Sub District Hospitals in 60 days and at CHC level in 120 days as per terms & conditions. However, it is highly suggested to start the services across all the selected facilities by August 2016.

4. This is for your kind information and necessary action.

Enclo: A stated.

Yours faithfully

(Dr. Shailesh K. Yadav, IAS)
Mission Director, NHM
Govt. of Tripura

Copy to:-
1. The Director, Health Services, Govt. of Tripura, Agartala.
2. The Director, Family Welfare & P.M., Govt. of Tripura, Agartala.
3. The State Finance Manager, NHM, Tripura, Agartala.

Copy forwarded to:-
1. PS to the Principal Secretary, Govt. of Tripura, Agartala.
2. The Director, RRC-NES (Branch Office of NHSRC), Ministry of Health & Family Welfare, Govt. of India, Assam Medical Council Bhawan, Guwahati, Khanapara-781022.
3. Dr. Jitendar Kumar Sharma, Sr. Consultant & Director (HCT Division), National Health Systems Resource Centre, NIHFW Campus, Baba Gangnath Marg, Munirka New Delhi 110067.

(Dr. Shailesh K. Yadav, IAS)
Mission Director, NHM
Govt. of Tripura