**Certificate No.**
Certificate Issued Date       : IN-KA22380950144463Q
Account Reference            : 10-Aug-2018 10:08 AM
Unique Doc. Reference        : NONACC (Fl)/ kacrslf08/ K R PURAM2/ KA-BN
Purchased by                 : SUBIN-KAKACRSFL0884678061701797Q
Description of Document      : TBS INDIA TELEMATIC AND BIOMEDICAL SERVICES PVT LTD
Consideration Price (Rs.)    : Article 12 Bond
First Party                  : CONTRACT AGREEMENT
Second Party                 : 0 (Zero)
Stamp Duty Paid By           : TBS INDIA TELEMATIC AND BIOMEDICAL SERVICES PVT LTD
Stamp Duty Amount(Rs.)       : SHFWS TRIPURA

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**CONTRACT AGREEMENT**

CONTRACT AGREEMENT for providing AERB Certification Facilitation on turnkey basis: Gap Analysis, Gap filling by Infrastructure Development and Issuance of License for operation by AERB.

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

CM Contract No.F.3 (5-3340)-FWPM/SHFWS/AERB/2017 dated 22nd August 2018

( Dr. Shallesh K. Yadav, (AS)  
Mission Director,  
National Health Mission,  
Govt. of Tripura.)
This is in continuation to this office’s Notification for Award of Contract No.F.3 (5-3340)-FWPM/SHFWS/AERB/2017 dated 23rd July 2018.

TBS INDIA Telematic and Biomedical Services Pvt. Ltd
5th and 6th Floor, Arden Fair
Pai Layout, Old Madras Road,
Near Tin Factory, Bangalore-560016
Phone: 080-40545050


THIS AGREEMENT made the 29th Day of August 2018 between State Health & Family Welfare Society, Tripura (hereinafter called the Procurer) of one part and TBS INDIA Telematic and Biomedical Services Pvt. Ltd (Hereinafter called the Service Provider) of the other part:

WHEREAS the Authority is desirous that certain services should be provided by the Service Provider, viz. Implementation of Atomic Energy Regulation Board (AERB) Certification Facilitation on Turnkey Basis: Gap Analysis, Gap Filling and Issuance of License for Operation by AERB and the Authority has accepted a bid submitted by the Service Provider for the Services for the sum of Rs.1,13,551.40 (Rupees one lakh thirteen thousand five hundred fifty one & forty paise) only inclusive of all taxes per Facility (Hereinafter called the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. Terms and Conditions

1.1 Modification to Contract
The contract when executed by the parties 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.

1.2 Performance Security
1.2.1 The Service Provider shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a scheduled Bank in favour of Bid Inviting Authority for an amount equal to 10% of the total contract value. Contract value shall be calculated as No. of Facilities x financial bid per facility. The Bank Guarantee shall remain valid for a period, which is six 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. 10% of contract value may be given as mobilization advance to winning Service Provider against the submission of equivalent irrevocable Bank Guarantee/FDR.

1.2.2 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 Authority and the contract may also be cancelled.

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

1.3 Compliance of Minimum Wages Act and other statutory requirements
The Service Provider shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The Service Provider shall also comply with all other statutory provision and eligibility criteria of human resources used by the Service Provider for providing the services.

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

1.5 Payment Terms
1.5.1 The Payment will be linked to the following delivery milestones for a Cluster

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Description of Milestone</th>
<th>% of Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Signing of contract and submission of bank guarantee/FDR</td>
<td>10% Mobilization advance</td>
</tr>
<tr>
<td>2</td>
<td>Submission and Verification of Compliance Study</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>Completion of Infrastructure Development and Steps of e-LORA</td>
<td>40%</td>
</tr>
<tr>
<td>3.1</td>
<td>Completion of Registration of each Facility &amp; it’s installed Radiology/Radiation Emitting Equipment</td>
<td>10%</td>
</tr>
<tr>
<td>3.2</td>
<td>Provision of safety tools and completion of civil works</td>
<td>10%</td>
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<tr>
<td>3.3</td>
<td>Quality Assurance and Calibration of all equipment</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Provision of TLD badges for all radiation health workers</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Obtaining “License for Operation” from AERB for each Facility</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Obtaining “License for Operation” from AERB for 50% of Facility</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Obtaining “License for Operation” from AERB for 50% of Facility</td>
<td></td>
</tr>
</tbody>
</table>

1.5.2 The Authority shall form an inspection committee which will perform the Final Inspection of the work done by the Service Provider as part of Job Description with the following officials:–

i) Radiation Safety Officer, RCC, Agartala.

ii) State Nodal Officer, Bio-Medical Equipment Maintenance Program.

iii) 01 Radiologist, AGMC & GBP Hospital / IGM Hospital.

iv) State Programme Manager, NHM, Tripura.

v) State Finance Manager, NHM, Tripura.

vi) Consultant, Quality Assurance, NHM, Tripura.

1.5.3 The Service Provider shall submit a self declaration to the paying Authority, comprising of relevant proofs (wherever applicable) of work done for AERB compliance at the facility, for completion of each milestone, which shall form the basis for the payment.

1.5.4 The Service Provider will submit the invoice/self declaration form on monthly basis to Paying Authority.

1.5.5 After verification of invoices/Self-Declaration Form, the Paying Authority will make the payment within 30 days of all invoices/ Self-Declaration Form raised.

1.5.6 The payment will subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws.

1.5.7 The Service Provider hereby acknowledges and agrees that it is not entitled to any revision of payment terms or other relief from the Paying Authority except in accordance with the express provisions of this agreement.

1.5.8 Penalties would apply on payments, as defined in the Penal Clause, due to non-conformance to the service and Operations Requirement.

1.6 Damages for Mishap/Injury
The Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service Provider
while performing duty in the Authority's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

1.7 **Termination of Contract**

The Authority may terminate the contract, if the Service Provider withdraws its bid 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 Authority will have the right to purchase the same services from next eligible Service Provider and the extra expenditure on this account shall be recoverable from the defaulter. In case of termination of contract security deposit and EMD may be forfeited.

1.8 **Arbitration**

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

1.8.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then the Authority or the Service Provider/ 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 Mission Director, NHM, 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 Mission Director, NHM, 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 Lakh (Rs.1,00,000/-).

1.8.3 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 Authority to the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

1.8.4 Reference to arbitration shall be a condition precedent to any other action at law.

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

1.9 **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.

1.10 **Time Frame for Completion of Services**
The overall duration for completion of services for each cluster can be categorized across three phases which would be considered from the day of signing of the Contract by the Authority and the Selected Service Provider.

1.10.1 **Phase-1:** Completion of Compliance Study of all the facilities within 60 days from the day of signing of the contract by both parties.

1.10.2 **Phase-2:** Completion of Infrastructure Development of those Radiology/Radiation Emitting Equipment at the Facilities which are Non-Compliant to meet all statutory Safety Regulations of AERB within 180 days from the day of signing of the contract by both parties.

1.10.3 **Phase-3:** Issuance of License of Operation from AERB for all the Radiology/Radiation Emitting Equipment at Facilities in a Cluster/State within 365 days from the day of signing of contract.

1.11 **Penal Charges**
1.11.1 For delay up to 15 days in completion of services in each phase, a penalty of 0.5% of Contract Value shall be levied.

1.11.2 For delay between 16-30 days in completion of services in each Phase, a penalty of 1% of Contract Value will be levied.

1.11.3 For delay of more than 30-45 days in completion of services in each Phase, a penalty of 5% of Contract Value will be levied. The maximum penalty for delay is 5% of the contract value.

1.11.4 For delay beyond 45 days contract may be terminated along with forfeiture of performance security and deduction of payment for the work completed. The said deductions may be used for payment to next eligible vendor.

2. **Location and Description of Facility**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Institute</th>
<th>Institute Address</th>
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</thead>
<tbody>
<tr>
<td>A)</td>
<td>Dhalai District</td>
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</tr>
<tr>
<td>1.</td>
<td>Dhalai DH</td>
<td>Kulai, Ambassa, 799204</td>
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<tr>
<td>2.</td>
<td>Bimal Sinha Memorial SDH</td>
<td>Kamalpur, 799285</td>
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<td>3.</td>
<td>Chailengta SDH</td>
<td>Chailengta, 799273</td>
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<td>4.</td>
<td>Gandacherra SDH</td>
<td>Gandacherra, Dumburnagar, 799284</td>
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<td>5.</td>
<td>Manughat CHC</td>
<td>Manughat, 799275</td>
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<td>Sr. No.</td>
<td>Name of Institute</td>
<td>Institute Address</td>
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<td>Chawmanu, 799273</td>
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<td>8.</td>
<td>Amarpur SDH</td>
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<td>9.</td>
<td>Tripura Sundari SDH</td>
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<td>10.</td>
<td>Nutanbazar CHC</td>
<td>Nutanbazar, 799104</td>
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<td>11.</td>
<td>Ompinagar CHC</td>
<td>Ompinagar, 799108</td>
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<td>Karbook CHC</td>
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<td>C)</td>
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<td>Manubazar CHC</td>
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<td>18.</td>
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<td>20.</td>
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<td>D)</td>
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<td>21.</td>
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<td>22.</td>
<td>Kanchanpur SDH</td>
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<td>23.</td>
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<td>25.</td>
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<td>29.</td>
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<td>30.</td>
<td>Rajiv Gandhi Memorial SDH</td>
<td>Kailashahar, 799277</td>
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<td>31.</td>
<td>Kumarghat CHC</td>
<td>Kumarghat, 799264</td>
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<tr>
<td>F)</td>
<td>Khowai District</td>
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<td>32.</td>
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<td>33.</td>
<td>Kalyanpur CHC</td>
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<td>34.</td>
<td>Teliamura CHC</td>
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<td>G)</td>
<td>Sepahijala District</td>
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<tr>
<td>35.</td>
<td>Bishalghar SDH</td>
<td>Bishalghar, 799102</td>
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<td>36.</td>
<td>Melaghar SDH</td>
<td>Melaghar, 799115</td>
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<tr>
<td>37.</td>
<td>Kathalia CHC</td>
<td>Kathalia, 799131</td>
</tr>
<tr>
<td>38.</td>
<td>Takarjala CHC</td>
<td>Takarjala, Bishalghar, 799102</td>
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<tr>
<td>39.</td>
<td>Sonamura CHC</td>
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</tr>
<tr>
<td>40.</td>
<td>Boxanagar CHC</td>
<td>Boxanagar, 799102</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Name of Institute</td>
<td>Institute Address</td>
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</tr>
<tr>
<td>H)</td>
<td>West Tripura District</td>
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<tr>
<td>41.</td>
<td>JGM Hospital</td>
<td>Agartala, 799001</td>
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<td>42.</td>
<td>Mohanpur CHC</td>
<td>Mohanpur, 799211</td>
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<tr>
<td>43.</td>
<td>Jirania CHC</td>
<td>Jirania, 799008</td>
</tr>
<tr>
<td>44.</td>
<td>Kherengbar CHC</td>
<td>Khumulwng, 799045</td>
</tr>
<tr>
<td>45.</td>
<td>Tripura State Homeopathic Hospital</td>
<td>Subhash Nagar, Jogendra Nagar, Agartala, Tripura 799004</td>
</tr>
<tr>
<td>46.</td>
<td>State Ayurvedic Hospital</td>
<td>Rabindra palli, Battala, Agartala, Tripura, 799001</td>
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<tr>
<td>47.</td>
<td>Modern Psychiatric Hospital</td>
<td>Narsingarh, Singarbil, Agartala, Tripura, 799009</td>
</tr>
</tbody>
</table>

3. **Job Description**

3.1. The obligations of the Service Provider under this service contract shall include services activities and commitments as mentioned in Sub-Clauses 3.2.1 to 3.2.3 below. The details of locations are given above under Clause 2.

3.2. The Service Provider is required to provide entire set of services and will be responsible for safe execution of all the services required. The legal responsibility for the entire project though lies with the Service Provider only.

3.2.1. **Compliance Study**

3.2.1.1. The Service Provider will conduct the safety regulations survey across all facilities and will identify gaps from the AERB Regulations [Atomic Energy (Radiation Protection) Rules, 2004]. This will include:

3.2.1.2. Data Collection in the prescribed format for all the facilities in scope of study.

3.2.1.3. Submission of Survey Report and Work plan for Infrastructure Development.

3.2.1.4. Enlist the infrastructure augmentation requirement.

3.2.1.5. Describe the implementation guidelines for infrastructure augmentation.

3.2.1.6. Submit a list of installed Radiology/Radiation emitting Equipment which are not type approved to the Authority.

3.2.2. **Infrastructure Development**

Based on the gap analysis, the Service Provider shall upgrade the non-compliant facility as per AERB Regulations [Atomic Energy (Radiation Protection) Rules, 2004], and which shall require the following tasks to be performed.
3.2.2.1. Ensure Availability of patient (1 no.) and Healthcare worker (2 nos.) Lead Apron Gown. The Lead Apron supplied for AERB compliance in public health facility by Service Provider should be BIS standard marked (ISI marked).

3.2.2.2. Installation of Warning Lights.

3.2.2.3. Lead Lining for Doors as per AERB Regulations.

3.2.2.4. Protective (Mobile) Barriers with Viewing Glass for Healthcare Workers.

3.2.2.5. Availability of Chest Stand (1 no.).

3.2.2.6. Civil Work like closure of Windows, Shifting of Entrance Door, Increase in wall thickness as per AERB Regulations.

3.2.2.7. Proper Display of Radiation Hazard Signage.

3.2.2.8. Conduct Quality Assurance and Calibration of all equipment.

3.2.2.9. Procurement / Purchase of all required items for Infrastructure upgrade, and their replacement or repair in case of defects after installation, shall be the responsibility of the Service Provider.

The Service Provider shall hand over of all the documents/ reports / findings /presentations/ collated data prepared as per the scope of this project to the Nodal Authority at the termination or end of the Contract.

3.2.3. Issuance of “License for Operation” by AERB:
After ensuring compliance and upgradation of the facilities (as need be), the Service Provider shall facilitate issuance of “License for Operation” from AERB for the equipment and all the relevant facilities mentioned in Appendix ‘A’. For obtaining License of each facility, the Service Provider needs to enter facility details in e-LORA (e-Licensing of Radiation Applications). The following are the steps for obtaining License through e-LORA for each facility:

3.2.3.1. Step 1- Registration of Facility with e-LORA.

3.2.3.2. Step 2- Declaration of X-ray Equipment details with e-LORA.

3.2.3.3. Step 3- “License for Operation” of Existing X-ray Equipment in e-LORA.

Step 3.1- Availability of Qualified Radiation Workers (TLD cards should be available).

Step 3.2- Availability of required Safety Tools.

(Dr. Shallesh K. Yadav, IAS)
Mission Director
National Health Mission,
Govt. of Tripura
Step 3.3- Layout and Shielding Details (as per AERB requirements).

Step 3.4- Quality Assurance Test Report.

Step 3.5- Approved Radiation Safety Officer (RSO).

3.2.4. For the Health Facilities under Clause 2 (Location & Description of Facility), concerned Radiographers or Administrative Head of the Hospital shall be designated to function as Radiation Safety Officer (RSO) where Radiologist are not available. State Authority will accordingly notify the same.

3.2.5. It is understood that the successful Service Provider will be required to engage specialized agencies to carry out some of the tasks like construction activities. However, under no circumstances, the Service Provider will be allowed to sub contract in full or in part, the services required to be performed by him.

3.2.6. Should a situation arise, wherein the Authority may require to conduct AERB compliance study and infrastructure upgradation work, alongside acquisition of License of Operation, for additional facilities, the Service Provider may be required to provide their expertise and services over the same (within a Cluster / Clusters / State). However, in such a case, the Service Provider will be given a prior intimation and based upon a mutual agreement; the Service Provider will be paid additionally as per the payment terms of this RFP and its Contract.

4. Authority’s Notification of Award. Enclosed as Annexure-I.

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

6. 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.

7. The bank guarantee valid till 31st January 2020 for an amount of Rs.5.34 Lakh (Rupees five lakh thirty-four thousand) only equivalent to 10% (minimum) of the cost of the contract value shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

(Dr. Shailesh K. Yadav, IAS)
Mission Director,
National Health Mission,
Govt. of Tripura.
8. Payment terms: The payment of services will be made against the bills raised to the Authority by the Provider on monthly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.

Paying authority: Mission Director, National Health Mission, SH&FWS, Tripura

(Dr. Shailesh K. Yadav, IAS)
Mission Director, NHM
State Health & Family Welfare Society, Tripura
Agartala-799001

For and on behalf of Health & Family Welfare Department, Government of Tripura, Agartala

Witness 1:
(Dr. Sudhanshu Mohanta)
Member Secretary
State Health & Family Welfare Society
Tripura, Agartala.

Witness 2:
(Dr. Komal Baray)
State Programme Officer,
SH & FWS, NRHM
Govt. of Tripura

Received and accepted this contract

(Signature, name and address of the supplier’s executive duly authorized to sign on behalf of the Provider)
For and on behalf of:
TBS INDIA Telematic and Biomedical Services Pvt. Ltd
5th and 6th Floor, Arden Fair
Pai Layout, Old Madras Road,
Near Tin Factory, Bangalore-560016
Phone: 080-40545050

Witness 1: [Signature]

Witness 2: [Signature]

Date: 22nd August 2018

Place: Agartala
To
TBS INDIA Telematic and Biomedical Services Pvt. Ltd
5th and 6th Floor, Arden Fair
Pai Layout, Old Madras Road,
Near Tin Factory, Bangalore-560016
Phone: 080-40545050

Sub:- Notice for Award of Contract (AOC) for implementation of ‘Atomic Energy Regulatory Board (AERB) Certification & Facilitation on Turnkey Basis’ in the State of Tripura.


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) invited online has selected TBS INDIA Telematic and Biomedical Services Pvt. Ltd. as L1 on the basis of the technical and financial proposals submitted for the bidding process.

2. It is further informed that the Departmental Purchase Committee (DPC) in its meeting held on 07/07/2018 at 4:30 PM recommended acceptance of the rate quoted by TBS INDIA Telematic and Biomedical Services Pvt. Ltd. as per details shown below:-

<table>
<thead>
<tr>
<th>Item</th>
<th>Price quoted per Facility [Inclusive of all taxes]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation of Atomic Energy Regulatory Board (AERB) Certification &amp; Facilitation on Turnkey Basis</td>
<td>Rs.1,13,551.40</td>
</tr>
<tr>
<td>(Rupees one lakh thirteen thousand five hundred fifty one &amp; forty paisa) only</td>
<td></td>
</tr>
</tbody>
</table>

3. It is, therefore, requested for execution of Contract Agreement and submission of Performance Security in the shape of a Bank Guarantee issued by a Nationalised Bank in favour of State Health & Family Welfare Society, Tripura for an amount equal to 10% of the total contract value amounting Rs.5.34 Lakh and remain valid for a period, which is six months beyond the date of expiry of the contract as per terms & conditions of the RFP document and subsequent corrigendum within 15 days of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.

4. A copy of the Bank Guarantee Format is enclosed herewith for further course of action.

Enclo: As stated,

Yours faithfully,

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

(Dr. Shailesh K. Yadav, IAS)
Mission Director,
National Health Mission,
Govt. of Tripura.
No.F.3 (5-3340)-FWPM/SHFWS/AERB/2017

Dated, Agartala the 25 July 2018

Copy for information to:-
1. The Director, Health Services, Govt. of Tripura, Agartala.
2. The Director, Family Welfare & P.M., Govt. of Tripura, Agartala.
3. The Branch Officer, Procurement, NHM, Tripura.

Copy forwarded to:-
1. PS to the Hon'ble Minister, H&FW, Govt. of Tripura, Agartala.
2. PS to the Secretary, H&FW, Govt. of Tripura, Agartala.

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

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