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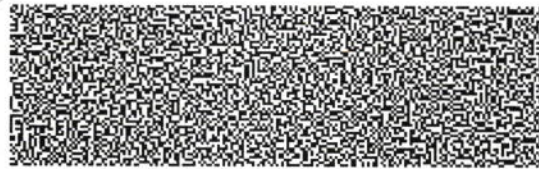
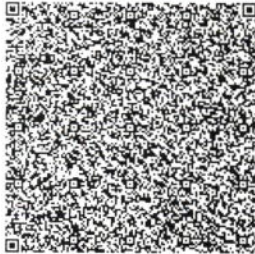
INDIA NON JUDICIAL

196

Government of Karnataka

e-Stamp

Certificate No. : IN-KA22380950144463Q
Certificate Issued Date : 10-Aug-2018 10:08 AM
Account Reference : NONACC (FI)/ kacrsf108/ K R PURAM2/ KA-BN
Unique Doc. Reference : SUBIN-KAKACRSFL0884678061701797Q
Purchased by : TBS INDIA TELEMATIC AND BIOMEDICAL SERVICES PVT LTD
Description of Document : Article 12 Bond
Description : CONTRACT AGREEMENT
Consideration Price (Rs.) : 0 (Zero)
First Party : TBS INDIA TELEMATIC AND BIOMEDICAL SERVICES PVT LTD
Second Party : SHFWS TRIPURA
Stamp Duty Paid By : TBS INDIA TELEMATIC AND BIOMEDICAL SERVICES PVT LTD
Stamp Duty Amount(Rs.) : 100 (One Hundred only)



Please write or type below this line

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

(Signature) 22/10/18

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



195

This is in continuation to this office's Notification for Award of Contract No.F.3 (5-3340)-FWPM/SHFWS/AERB/2017 dated 23<sup>rd</sup> July 2018.

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

**Reference:** (i) Bid Enquiry Document No.F.3(5-3340)-FWPM/SHFWS/AERB/ 2017 dated 10/01/2018 and subsequent Amendment issued vide even No dated 20<sup>th</sup> January 2018, 24<sup>th</sup> January 2018 & 6<sup>th</sup> February 2018 issued by the Bid Inviting Authority (ii) Bidder's Bid No. 2703 Dated 16<sup>th</sup> February 2018.

THIS AGREEMENT made the <sup>R. P. K. (Dr.)</sup> 22<sup>nd</sup> 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).

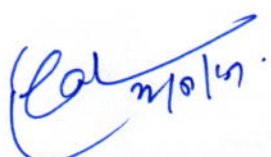
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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



**(Dr. Shailesh K. Yadav, IAS)**  
**Mission Director,**  
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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.

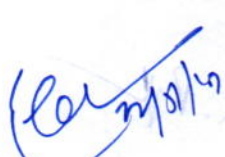
**1.4 Income Tax Deduction at Source**

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

Sl.	Description of Milestone	% of Contract Value
1	Signing of contract and submission of bank guarantee/FDR	10% Mobilization advance
2	Submission and Verification of Compliance Study	10%
3	Completion of Infrastructure Development and Steps of e-LORA	40%
3.1	Completion of Registration of each Facility & it's installed Radiology/Radiation Emitting Equipment	10%
3.2	Provision of safety tools and completion of civil works	10%


  
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194

	in all facilities	
3.3	Quality Assurance and Calibration of all equipment	10%
3.4	Provision of TLD badges for all radiation health workers	10%
4	Obtaining "License for Operation" from AERB for each Facility	40%
4.1	Obtaining "License for Operation" from AERB for 50% of Facility	20%
4.2	Obtaining "License for Operation" from AERB for 50% of Facility	20%

- 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:-
- Radiation Safety Officer, RCC, Agartala.
  - State Nodal Officer, Bio-Medical Equipment Maintenance Program.
  - 01 Radiologist, AGMC & GBP Hospital / IGM Hospital.
  - State Programme Manager, NHM, Tripura.
  - State Finance Manager, NHM, Tripura.
  - 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

  
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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

  
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19/3

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**

Sr. No.	Name of Institute	Institute Address
<b>A)</b>	<b>Dhalai District</b>	
1.	Dhalai DH	Kulai, Ambassa, 799204
2.	Bimal Sinha Memorial SDH	Kamalpur, 799285
3.	Chailengta SDH	Chailengta, 799273
4.	Gandacherra SDH	Gandacherra, Dumburnagar, 799284
5.	Manughat CHC	Manughat, 799275

  
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