Contract Agreement for
Provision of Computed Tomography (CT) Scan at
District Health Facilities

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

CM Contract No.F.3 (5-2967)-FWPM/SHFWS/2015 dated 28th March 2017
This is in continuation to this office’s Notification for Award of Contract No F.3 (5-2967)-FWPM/SHFWS/CT Scan/2016 dated 18th March 2017.

Teresa Diagnostic Centre
7 Hospital Road
Agartala -799 001
Tel: +91 381 2302717

Reference: (i) Tender Enquiry Document No F.3 (5-2967)-FWPM/SHFWS/CT Scan/2016 dated 14th December 2016 and subsequent Amendment/ Corrigendum vide even No. dated 2nd January 2017 and 16th January 2017 issued by the Tender Inviting Authority (ii) Service provider’s bid submitted online on 18th January 2017.

THIS AGREEMENT made the 28th day of March 2017 between State Health & Family Welfare Society, Tripura (hereinafter called the Procurer) of one part and Teresa Diagnostic Centre (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. Provision of Computed Tomography (CT) Scan at District Health Facilities and the Procurer has accepted a tender submitted by the Service Provider for the Services for price quoted for Rs.1,389/- (Rupees one thousand three hundred
NO. ........................................

STAMP VALUED AT RS. ........................................

PURCHASED BY SR1 / SR2 ........................................

........................................DIW. ADVOCATE

SUMEN DEB
STAMP VENDOR, AGARTALA.
eighty nine) only as Average Cost per CT Scan inclusive of all taxes and duties presently in force (Hereinafter called the Contract Price).

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 (180 days). 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 Bank Guarantee issued by a Nationalised Bank in favour of State Health & Family Welfare Society, Tripura for an amount equal to 5% of the total contract value amounting Rs.41,82,626.00 and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled. The total contract value estimation is based on assumption of average 30 CT scans to be carried out daily at the contract price for contract duration of 05 years.

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 weekly 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.

1.1.9 **Arbitration:**

1.1.9.1 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.

1.1.9.2 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 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 Lac (Rs.1,00,000/-).

1.1.9.3 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.

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

1.1.9.5 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

1.1.10 **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.

1.1.11 **Other Terms & Conditions**

1.1.11.1 The Project will be awarded for a period of 5 (five) years and the Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. The contract may be extended for another term based on performance and mutual consent and performance review on same terms and conditions. It could also be cancelled at any time after providing an opportunity of hearing by the Authority, in case the
contractor does not follow the rules, regulations and terms and condition of the contract.

1.1.11.2 The Authority may provide the required space and the CT Scan should be installed in the space required as per Atomic Energy Regulation Board (AERB) Guidelines. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space. In case the authority is unable to provide the space; the service provider may carry these services at its owned/rented/leased space or partner with an already existing CT scan facility near the hospital. In any of these cases refurbished CT scan machine is not allowed.

1.1.11.3 New Installation & continuation: The service provider shall commission the CT Scan facility in all Hospitals mentioned in Point 1.2 below within 120 days of the signing of the contract by both parties. In case of continuation of the service provider for the subsequent contract period, this time period shall not be valid.

1.1.11.4 Technology Up gradation: The machine shall be suitably upgraded by the service provider under following conditions:

i. Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.

ii. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.

iii. After completion of 2 contract periods each not less than 5 years, the entire CT scan equipment shall be replaced.

1.1.11.5 All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is provide by the administration). The District Hospital administration will not be responsible for any loss/damage to the machine/property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the CT scan facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.

1.1.11.6 All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the provider.

1.1.11.7 The service provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the District Hospital at its own cost.

1.1.11.8 Image retention for MLC cases or otherwise would be the responsibility of the authority and the service provider shall handover the softcopy of the images to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the service provider.

1.1.11.9 The CT scan machine provided must be AERB type approved and it is the responsibility of the service provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run this CT scan machine. It is the responsibility of the service provider to employ Radiation Safety Officer (RSO) for every CT scan machine under their operation.

1.1.11.10 Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.
1.1.11.11 Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee which shall include CMO & Head of Department of Radio diagnosis / Medicine of District Hospital along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.

1.1.11.12 The provider would be allowed to use the machine for outside (non-referred) patients at cost decided by the service provider.

1.1.11.13 The service provider will have to maintain an uptime of 90% with maximum 12 days of downtime at a stretch. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost per CT scan multiplied by total number of CT scans done per day during the given month, for each day of shutdown beyond 12 days. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of CT scan (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.

1.1.11.14 State Authority shall make payment to the service provider for its services on weekly basis through ECS for all invoices raised for the previous week. The payment should be made latest by Saturday 12 Noon every week to the service provider. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast CT after plain CT scan has been performed, and this requirement has been confirmed by the radiology department at the district hospital, the contrast CT shall not be counted as a repeat scan.

1.1.11.15 A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a weekly basis by the service provider to the District Hospital Authority. This will form the basis of weekly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.

1.1.11.16 The following records shall be maintained on a daily basis by the service provider:

i) Daily patients register including outside as well as for patients referred by District Hospital to be separately maintained.


1.1.11.17 The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the C.T. Scan facility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.

1.1.11.18 The service provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap during patient transport, inside the C.T. Scan facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.

1.1.11.19 After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
1.1.11.20 Electricity, water, medical gases and all other required amenities including waiting area for patient & patient attendant shall be the responsibility of the service provider.

1.1.11.21 The service provider shall provide a resuscitation room with crash cart for providing lifesaving support if required by patients within the CT scan facility.

1.1.11.22 Service Provider shall arrange for appropriate and adequate signage and IEC (Information education-communication) activities for the C.T. Scan machines as decided by the Authority.

1.1.11.23 The Service Provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.

1.1.11.24 The Service Provider shall be responsible for storage of images and reports of all CT scan done by the service provider including image retrieval system for a period as mentioned in the guidelines for the Government Hospitals that have been published by the DGHS vide letter No. 10-3/68-MH dated 31-8-68 as follows AND will be applicable:

i) For inpatient medical records (case sheets) 10 years.

ii) For medico-legal registers 10 years or till the case is disposed.

iii) For outpatient records 5 years.

In case of change of Service Provider for any reason, the stored data and images must be transferred to the new Provider for continuation of storage.

1.1.11.25 The service provider shall provide the following:

i) Soft copy of images and report – one copy each to the patient and District Hospital.

ii) Hard copy of report – each to patient and District Hospital.

1.1.11.26 Minimum assured volume of the three centres taken together will be 30 cases per day.

1.1.11.27 The price escalation will be @ 5% per annum.

1.2 Location and Description of Equipment:

<table>
<thead>
<tr>
<th>District</th>
<th>Type of Facility</th>
<th>Name of Facility</th>
<th>Equipment name</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOMATI</td>
<td>DH</td>
<td>Gomati DH, Udaipur, PIN-799120</td>
<td>16 Slice CT Scan (with contrast)</td>
</tr>
<tr>
<td>NORTH TRIPURA</td>
<td>DH</td>
<td>North Tripura DH, Dharmanagan PIN-799250</td>
<td>16 Slice CT Scan (with contrast)</td>
</tr>
<tr>
<td>DHALAI</td>
<td>DH</td>
<td>Kulai DH, Ambassa PIN-799289</td>
<td>16 Slice CT Scan (with contrast)</td>
</tr>
</tbody>
</table>

1.3 Job Description: The Service Provider shall be responsible for operationalization of 16 slice Computed Tomography (CT) Scan facility at district level to offer CT scan services with contrast to the patients referred by District Hospital. The Authority may provide the required space and the CT Scan should be installed in space required as per AERB guidelines. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider.

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 Transportation of patients from the healthcare facility to CT scan facility and vice versa in a well-equipped ALS ambulance will be the responsibility of the service provider, in case the facility is not inside the premises of the hospital.

1.3.2 The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided completely cashless to all patients referred by district hospitals or any public health facility.
1.3.3 The service provider shall submit the hard and soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the District Hospital):

1.3.3.1 All Head injuries, trauma cases and cases declared as urgent by the referring Hospital within 2 hours.

1.3.3.2 All routine scans from 8 a.m. to 6 p.m. within 6 hours.

1.3.3.3 All routine scans from 6 p.m. to 8 a.m. before 10 a.m.

1.3.4 The service provider shall also ensure at its own cost, an IT enabled work station at the Radiology Department of the District Hospitals where the images and soft copy of the report of the patient should reach within stipulated time.

1.3.5 The human resource requirement will be as per Clinical Establishment Act Standards for Medical Imaging Services (Diagnostic Centre) CEA /MIS- 028. The relevant provisions are as below:-

1.3.5.1 The establishment shall have qualified staff as per the scope of service provided.

1.3.5.2 All establishments shall have the services of radiologist /related medical practitioner or a qualified technologist to operate the equipment.

1.3.5.3 The establishment shall have services of a qualified radiologist or related medical practitioner, registered with State/Central Medical Council of India, competent for interpretation and reporting.

1.3.5.4 Every department with radiation based services shall have a Radiological Safety Officer (RSO) of appropriate level having qualifications as prescribed and approved by the competent authority.

1.3.5.5 For every staff (including contractual staff), there shall be personal record containing the appointment order, documentary evidence of qualification and/or training (and professional registration where applicable).

1.3.5.6 Minimum requirement for operation of Equipment is Radiologist /related medical practitioner/ Radiographer's/ X ray technologist. Minimum requirement for interpretation and reporting is Radiologist / Related medical practitioner. Additional manpower as per AERB requirements-Radiological Safety Officer (RSO) level I.

1.3.5.7 The Operator has to be trained for operating CT Scan. The candidate should have a minimum of Diploma or even Certificate level courses. Health Sector Skill Council is operating these courses under Ministry of Skill Development. The interpretation and reporting can be done by the Radiologist assigned to Telemedicine Centres in writing and will be required to give an undertaking that he will be personally responsible for liability of reporting and will be appearing at Medico Legal cases. Government will not be responsible for any Medico Legal requirements. The RSO may be assigned for one or more centre. All the Human Resources (HR) will be part of contractual obligation and will be informed in writing and change in HR will also have prior approval before appointment.

1.3.6 The selected service provider is 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.

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

3. In consideration of the payments to be made by the Procuer 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 27th September 2022 for an amount of **Rs.41,82,626.00** equivalent to 5% of the cost of 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.

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**

   (Dr. Shailesh K. Yadav, IAS)
   Mission Director, NHM
   State Health & Family Welfare Society, Tripura
   For and on behalf of Department of Health & Family Welfare, 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: **For TERESA DIAGNOSTIC CENTRE**

**Teresa Diagnostic Centre**
7 Hospital Road
Agartala -799 001
Tel: +91 381 2302717
(Seal of the provider)

Date: 28th March 2017

Place: Agartala, Tripura
OFFICE OF THE MISSION DIRECTOR  
NATIONAL HEALTH MISSION  
GOVERNMENT OF TRIPURA  

No.F.3 (5-2967)-FWPM/SHFWS/CT Scan /2016  

To 
Dr. Achintya Bhattacharya  
Teresa Diagnostic Centre  
7 Hospital Road  
Agartala -799 001  
Tel: +91 381 2302717  
E-mail: achintyatdc@rediffmail.com  

Sub: - Notice for Award of Contract (AOC) for implementation of 'Provision of Computed Tomography (CT) Scan at District Hospitals' under National Health Mission, Department of H&FW, Govt. of Tripura.  

Ref: - RFP No.F.3 (5-2967)-FWPM/SHFWS/CT Scan2016 dated 14th December 2016 & Corrigendum vide even No. dated 2nd January 2017 & 16th January 2017.  

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 Teresa Diagnostic Centre as L1 on the basis of the technical and financial proposals submitted for the bidding process.  

2. It is to further inform that the Supply / Work Advisory Board (SAB / WAB) in its meeting held on 04/03/2017 recommended acceptance of the rate quoted by Teresa Diagnostic Centre as per details shown below:-  

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate quoted for Average Cost per CT Scan (inclusive of all taxes and duties presently in force)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of Computed Tomography (CT) Scan at District Hospitals under National Health Mission</td>
<td>Rs.1,389.00 (Rupees one thousand three hundred eighty nine) only</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 5% of the total contract value 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.  


Enclo: A stated.  

Yours faithfully  

(Prachi S. Yadav, IAS)  
Mission Director, NHM  
Govt. of Tripura  

Cont....P/2  

For TERESA DIAGNOSTIC CENTRE  
Achintya Bhattacharya  
Partner  

(Prachi S. Yadav, IAS)  
Mission Director,  
National Health Mission,  
Govt. of Tripura.  

Dated, Agartala the 8th March 2017
No.F.3 (5-2967)-FWPM/SHFWS/CT Scan /2016  
Dated, Agartala the ___ March 2017

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 State Finance Manager, NHM, Tripura, Agartala.

Copy forwarded to:-
1. PS to the Hon’ble Minister, H&FW, Govt. of Tripura, Agartala.
2. PS to the Principal Secretary, H&FW, Govt. of Tripura, Agartala.
3. PS to the Joint Secretary, Govt. of India, Ministry of Health & Family Welfare, Nirman Bhavan, New Delhi – 110011.
4. The Executive Director, NHSRC, National Health Systems Resource Centre, NIHFW Campus, Baba Gangnath Marg, Munirka New Delhi 110067
5. The Director, RRC-NES (Branch Office of NHSRC), Ministry of Health & Family Welfare, Govt. of India, Assam Medical Council Bhawan, Guwahati, Khanapara-781022.

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

For TERESA DIAGNOSTIC CENTRE

(Stamp)
Partner

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