

**AGREEMENT FORM FOR DISPOSAL OF USED-UP X-RAY FILMS AND WASTE HYPO SOLUTION TENDER**

ARTICLES of Agreement made on this \_\_\_\_\_ day of -----, 2014 between the Governor of the State of West Bengal (hereinafter referred to as the 'Governor' which expression shall unless excluded by or repugnant to context he deemed to include the successor in office and assigns) represented by the Deputy Director of Health Services (Equipment & Stores) hereinafter called the DDHS(E&S) having its office(s) at 141, A. J. C. Bose Road, Kolkata 700 014 and 541, Rabindra Sarani, Kolkata -73 of the ONE PART.

**AND**

M/S. \_\_\_\_\_, having its office at \_\_\_\_\_, Carrying on business at \_\_\_\_\_, as purchaser of used-up X-ray Films and Waste Hypo Solution from the deferent hospitals under his area operation in the West Bengal.

(Hereinafter referred to as the 'TENDERER(S)' which terms shall unless excluded or repugnant to the context be deemed to include the Partners and Principals of the said firm and their respective heirs, executors, administrators representative and assigns/ and assigns) of the OTHER PART.

**WHEREAS,**

1. The Dy. Director of Health Services (E&S),W.B. having indicated intention of preparing rate schedule "for selling used-up X-ray Films and Waste Hypo Solution for the period from 01.03.2014 to 28.02.2015" in the NIC portal Vide No. HST/4T-7-2000/319A/HS/2014-15/010 Dated , 03.06.2014 on specified terms and conditions and the TENDERER having agreed to purchase such items on such terms and conditions, the present agreement is drawn up and executed, incorporating inter-alia the said terms and conditions in the Schedule to the Agreement.
2. In this Agreement whenever rights, privileges, discretions and powers have been said to be exercisable by the "Government of West Bengal", such rights, privileges, discretions and powers will be actually exercisable by the Dy. Director of Health Services (E&S), the heads of the direct demanding units or the Department of Health & Family Welfare, Government of West Bengal, unless otherwise specified.
3. The TENDERER agrees to, according to and in compliance with the orders as may be placed by the DDHS (E&S), West Bengal /authority of other Health Units and Hospitals under Deptt. of Health & F.W., Government of West Bengal in his area operation (also referred to as the heads of direct demanding units), purchase from the said officer or such officers as may be authorized by him, to purchase the same items at the rates and within the time limit fixed therefore and in accordance with the order or orders for the same.

4. The TENDERER agrees that the accepted rates as provided in the accompanying schedule shall hold good unless otherwise revised by Govt. of West Bengal, throughout the tender period from 01.03.2014 to 28.02.2015 as well as for such period for which the tender may be extended.
5. The TENDERER agrees to purchase the items from Health units under Department of Health, Govt. of West Bengal in specified by his own arrangements and the will not be entitled to charge any cost for the transport of the said goods.
6. The TENDERER agrees not to assign, transfer or sublet the rights and benefits under this contract either in part or in whole to any other party.
7. During the subsistence of this contract, the TENDERERs agrees to maintain an office/ liaison office or a place of business in Kolkata where all notices and other papers required to be served or sent to the TENDERERs shall be served or sent. The TENDERERs also agrees to provide a email address and a fax number for contact by the D.D.H.S. (E&S) & selling authorities under H.&F.W. Dept.
8. The TENDERER agrees that all notices intended to be served on him shall be deemed to have been duly served if sent under Certificate of Posting/ Registered Post/ Speed Post/ by email/ by fax at the addresses/ email id/ fax No. provided by the TENDERER and the copies are displayed on the Notice Board of the Central Medical Stores/ Web site of the Department ([www.wbhealth.gov.in](http://www.wbhealth.gov.in)) for at least 3 working days.
9. The TENDERER also agrees to ensure that all the materials are to be purchased from the ordering officer within 30(thirty) days from the date of issue of the order .
10. The TENDERER agrees not to make any representation for deviation from their quoted rates and /or terms and conditions.
11. The TENDERER agrees to purchase within the specified time schedule i.e. within 30(thirty) days from the date of issue of the order.
12. Second line agency will be selected for disposal of the items, in case of the First Line Agency fails/refuses to dispose of the same within the supulated period.
13. The 1<sup>st</sup> line agency should dispose of the items within 30 (thirty) calendar days from the date of order placed by the concerned authorities.
14. Withdrawal of tender or any revision after submission of tender by the Tenderer is not allowed.
15. The TENDERER agrees to the PENALTY CLAUSES as follows :
  - a) If the 1<sup>st</sup> Line Agency fails/refuses to dispose of the waste items within the stipulated period, the 2<sup>nd</sup> Line Agency will be asked to lift the materials by the order placing authority

and 10% of the cost of the total quantity will be deducted from the 1<sup>st</sup> line Agency from the Security Deposit.

b) If Govt. losses revenue due to non-lifting of the waste materials, the amount to lost is to be recovered from the security money or penalty money of the defaulting by imposing penalty against non-compliance of order.

16. The TENDERER agrees to the debarment clause as follows :

- a) Non lifting beyond two quarters will be followed by forfeiture of Security deposit and the concerned firm will be barred from participating in any tender process for next three years.
- b) The selected tenderer will have to supply sufficient number of their own containers to the hospital authorities for storage of Waste Hypo Solutions and will bring his own weighing scale to the hospitals for weighing the used-up X-ray Films at the time of delivery of the same.
- c) The selected firms will have to collect used-up X-ray films and Waste Hypo Solutions from all X-ray Units of Govt. Hospitals throughout this State at their own arrangement and cost and after depositing full amount of money to the Cash Section of the respective hospital.
- d) The Hospital authority will discuss with the approved tenderers and will decide the time of interval for collection of used-up X-ray Films and Waste Hypo Solution which is not more than the period of 30 (thirty) days.

17. The tender period will be extended for a period of 3(three) months on approval of Director of Health Services, West Bengal and under special circumstances for a further period of 3 (three) months by the Health & Family Welfare Department.

18. Security Deposit :

a) The TENDERERS agree to pay Security Deposit of Rs.20,000/- (Rupees twenty thousand) only for each disposal items approved in CMS in favour of Deputy Director (Accounts), Central Medical Stores, Directorate of Health Services, Government of West Bengal through Treasury Challan (TR Form No-7) to Reserve Bank of India under the head "K-Deposits & Advances (b) Deposit not bearing interest – 8443 – Civil deposits – 00 103 – Security Deposit" or Bank Guarantee for the said amount.

b) The Security Deposit or Bank Guarantee, however be released to the successful tenderers after 12 months from the expiry of the tender period.

19. The tender selection committee reserves the right to declare a firm/ Company blacklisted for three (3) years due to the following reasons: If the TENDERER :

- i. Withdraws from agreement after being selected as the Highest Quoted Tenderer.
- ii. Failure in purchase the items by the tenderer within stipulated period for three occasions during the tenure of the tender period or its extensions.
- iii. In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on.
- iv. If the tenderer are black listed then his Bank Guarantee will be forfeited and his tenders name will be cancelled from the approved list for purchase of the items.

**20. VALIDITY PERIOD OF AGREEMENT:**

The contract period will be for a period upto 27<sup>th</sup> Feb. 2016.

**21. PERFORMANCE BANKGUARANTEE:**

- (i) The TENDERER has agreed to furnish the 'Performance Bank Guarantee' @ 20,000/- (Twenty thousand only) per item for which the Tenderer has been selected as purchaser. Accordingly, the TENDERER has submitted performance bank guarantee amounting to Rs ..... from ..... Bank ..... branch.
- (ii) The TENDERER gives his assent to the forfeiture of the 'Performance Bank Guarantee' as enumerated in clause 23 of the Terms & Conditions of the Tender.
- (iii) The DDHS (E&S) gives his assent to release the 'Performance Bank Guarantee' of TENDERER, after satisfactory performance of the tenderer at list upto six months after the expiry of the period of the current contract and its extensions subject to the fulfillment of all the terms of the contract after necessary penal deductions from the 'Performance Bank Guarantee', if any as per Terms and Condition of the said tender.

**22. PAYMENT TERMS:**

- i. It is noted that the vender has quoted the rate for used up X-ray films per kgs. and rate of waste Hypo Solution per ltr. which should contain silver @ 3 gms per ltrs. of volume has been quoted by tenderer.
- ii. Payment will be made by the tenderer through treasury challan to the respective head of the health facilities before lifting the items from the facilities.

**23. In the event of any question or dispute arising under this Agreement or the conditions of any special conditions or anything otherwise relating to this Agreement or any clause thereof, the decision of the Director of Health Services, West Bengal in consultation with the Health & Family Welfare Department, Govt. of West Bengal, will be considered final and binding on both the Parties. This contract will be valid for the period from**

\_\_\_\_\_ to 27.02.2016 subject to extensions and the option of cancellation as provided above.

**THE SCHEDULE ABOVE REFERRED TO**

**(Schedule of rates and approximate quantities)**

**IN WITNESS THEREOF** the parties to these presents have hereunto set and subscribed their respective hands and seals the \_\_\_\_\_day/month and year first above written.

**SIGNED AND DELIVERED BY THE :**

**Signed for and on behalf of the TENDERER  
by presence of.**

1.

2.

**Signed for and on behalf of the Governor  
of the State of West Bengal by presence of.**

1.

2.