

P-4/1, Oil Installation Road
Paharpur, Kolkata-700088

Tender No:0100LE0152

Date: 03/09/2018

Due on : 13/09/2018 by 18.00 Hours

Sealed offers are invited super scribing **Tender No.** on the top of the envelope for providing day-to-day service of a Compounder/Pharmacist in our plant at P-4/1, Oil Installation Road, Paharpur, Kolkata-88. The Scope of work, Eligibility Criteria and other terms and conditions are as below-

CONTRACT PERIOD: Oct'18 to Sept'19

SCOPE OF SERVICE

- 1) To assist our Doctor during his visit at the plant on regular basis.
- 2) Providing first aid medical service, as and when required, during the office hours at the plant.
- 3) Keeping and recording day-to-day use of medicines including maintaining adequate stock of medicines, checking of employee medical bills, etc.
- 4) Maintaining dispensary in a proper condition to facilitate checking of emergency/accidental patient as may be required.
- 5) Maintaining accidental register including daily medical check up of our employees.
- 6) Maintaining first aid register

ELIGIBILITY

- 1) The vendor should ensure that the person deputed for carrying out the above scope of work have passed minimum Class X examination from any Central/State approved board. He should also have the registration of pharmacist from the Competent Authority.
- 2) The person to be deputed should have a minimum experience of 20 years for carrying out similar job in the immediate past.
- 3) The vendor should also note that a person having the following additional qualification will be preferred-
 - First Aid training from St. John's Ambulance
 - Having certificate from any Competent Authority as Compounder-cum-Dresser.

Please note the successful bidder will have to submit the above documents before starting of the job.

RATE

Rate should be quoted on per month basis considering 26 days of working.

DUTY HOURS

The duty hours will be 8.00am to 4.30pm with a lunch break for ½ an hour on daily basis excluding Sundays and holidays. In case of any absenteeism in any month, proportionate pay will be deducted considering 26 days of working in any month for no. of day/days remained absent.

SUBMISSION OF OFFER

Your quotation duly be sealed and super scribed with Tender No & date, should be submitted in a sealed envelope on or before the due date mentioned above.

Submission of tender will mean that the tenderer have fully understood the job and accepted the terms and conditions of tender. However it is suggested that before submission of offer the vendor should visit the site/office during working hours to understand and assess the job properly.

Offer received after the due date will not be accepted.

Vendor's compliance

- (1) The vendor is required to comply with the following provision :-
 - ESI Registrations.
 - P F Registrations.
 - GST registration
 - Minimum wages Act.

VALIDITY OF QUOTATION

The quotation should be valid for the Company's acceptance for a period of 60 days (Excluding the due date) from the date of opening of tender.

SUBLEASING

The successful tenderer shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.

PAYMENT TERMS :

Payment will be made after 30 days from receiving of certified bills. However vendor will have to raise their bill as per tender based on actual no. of days served, supported by a copy of attendance to be maintained at the work place.

COMPENSATION FOR DAMEGE

Proper care to be taken during carrying out the day-to-day job to prevent any damage of our property or cause injury to any body during carrying the job within the factory premises. In such cases , if any, the vendor will have to compensate the loss.

RISK PURCHASE CLAUSE

During the contract period you have to provide the service on regular basis(Excluding holidays and off days). Failing to provide regular service, BL will have the right to hire services from market and deduct any additional cost incurred by BL.

CANCELLATION OF TENDER

In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the Company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at Company's discretion.

TERMINATION:

Without prejudice to company's right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :

- a. The successful bidder fails to comply with any term of the Contract.
- b. The successful bidder informs company of its inability to provide the service (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent.
- c. The bidder fails to provide the service (s) or any part thereof within the stipulated completion Period.
- d. The successful bidder becomes bankrupt or goes into liquidation.
- e. The successful bidder makes a general assignment for the benefit of creditors.
- f. A receiver is appointed for any substantial property owned by the successful bidder.
- g. The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder.
- h. Upon receipt of said termination notice, the successful bidder shall discontinue the service on the Contract so far as terminated, and matters connected therewith.
- i. The contract may also be terminated by the successful vendor or by the company (i.e., by either side) by serving a notice of one month period.

On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof.

- **Safety:** Our division is under certification for EMS:14001 / OHSAS System and hence the bidders are required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System –EMS.

ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

VENDOR RESPONSE

Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

- Contractors, vendors, who are having unresolved issues, disputes, complaint, legal or court cases against the company, will not be eligible to participate in the tender.

GENERAL TERMS AND CONDITIONS

1. The contractor shall be responsible for required contributions towards P.F, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to bl and shall deposit these amounts on or before the prescribed dates. the contractor shall submit the proof of depositing the employee's and employer's contributions. the contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BL.
2. The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by **7th day of the subsequent month.** the contractor shall be directly responsible and indemnify the company against all charges, dues, claims, etc, arising out of the disputes relating to the dues and employment of personnel deployed by him.
3. The contractor should maintain all necessary register as required under various laws mentioned above and should produce on demand either by our officer or any statutory authority.

Yours faithfully,
for **Balmer Lawrie & Co. Ltd.**
Industrial Packaging Kolkata

Robin Martin
(Manager-Coml)