

recover from the obligor full cost of the properties/ materials / etc. as valued by them at Rs. _____ (Rupees _____) as stated without any prejudice to any other remedies by reduction from any sum due or any sum which at any time hereafter becomes due to obligor under the above order and/or contract or any other contract and if the obligor shall at all times hereafter pay or refund to BCPL Administration the said sum of Rs. _____ (Rupees _____) together with all costs, charges, expenses and interest and shall otherwise indemnify and save harmless and kept indemnified the BCPL Administration on account of the aforesaid entrustment of jobs as per schedule to the obligor.

THEN IN SUCH cases the above written bond of obligation shall be void and of no effect, otherwise the same shall be and remain in full force and virtue.

Signature and Designation of authorized Representative of the Contractor
Signed, sealed and delivered at Kanpur

In presence of

: Witness

: Address

:

Yogendra
10.9.18

योगेन्द्र /Yogendra

प्रबंधक (उत्पादन) / Manager (Prod.)

बंगाल केमिकल्स एंड फार्मास्युटिकल्स लिमिटेड
Bengal Chemicals & Pharmaceuticals Limited

(भारत सरकार के एक उपक्रम)

(A Government of India Enterprise)

84/23, फैक्ट्री एरिया, फजलगंज / 84/23, Factory Area, Fazalganj,
कानपुर-208012, उ०प्र० / Kanpur-208012, U.P.



BENGAL CHEMICALS & PHARMACEUTICALS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
84/23 Factory Area , Fazalgunj , Kanpur 208012

Tender Notice No. : KNP/PER -001/2018-2019, dated 10. 9.2018

Name of the work : Deployment of Contract Labour
at BCPL Kanpur Factory

Date of opening of Tender : 3-00 p.m. on 20.09.2018

Sold to :

MR No. and Date :

Tender Price : Rs. 1000/-

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कानपुर-208012, उ.प्र. / Kanpur-208012, U.P.

PART-I



BENGAL CHEMICALS & PHARMACEUTICALS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
84/23 Factory Area , Fazalgunj , Kanpur 208012

OPEN TENDER NOTICE NO.

Sealed tender for the work mentioned below are invited by Works Manager from bonafide, reliable, experienced, and financially sound contractors having established credentials for similar type of work.

- | | |
|---|---|
| 1. Name of the work | Deployment of contractual labour at BCPL factory, Kanpur. |
| 2. Approximate cost | Rs. /-3600000 |
| 3. Earnest Money Deposit | Rs.80000 /- |
| 4. Cost of Tender document | Rs.1000/- (Rupees: One thousand only) |
| 5. Last date and time of sale of tender documents | 4-00 p.m. on 19.09.2018 |
| Last date and time of Receipt of Tenders | 1-00 p.m. on 20.09.2018 |
| 6. Date and time of opening of tenders | 3-00 p.m. on 20.09.2018 |
| 7. Place of submission of tender | 84/23 Factory Area , Fazalgunj , Kanpur 208012 |
| 8. Validity of offer | 3 (three) months from the date of opening tenders |

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84/23, फैक्ट्री एरिया, फजलगंज/84/23, Factory Area, Fazalgunj,
कानपुर-208012, उप्र/0/Kanpur-208012, U.P.

9. **Eligibility Criteria:**
- The Tenderer should have valid Contract Labour license issued by authority of the state Govt.
 - The Tenderer should have valid registration of PF / ESI.
 - The total contract amount received during last three years should be a minimum of 150% of the advertised tender value (i.e. current year and three previous financial years). Sufficient evidences in support of above, like attested certificate from the employer/client, audited balance sheet duly certified by Chartered Accountant etc. have to be submitted along with the offer.
 - Should have completed at least one similar single work for a minimum value of 35% of advertised tender value in last three financial years (i.e. current year and two previous financial years). Sufficient evidences in support of above, like attested certificate from the employer/client, audited balance sheet duly certified by Chartered Accountant etc. have to be submitted along with the offer
 - Declaration from the firm whether it is proprietorship/partnership to be submitted along with documents.
10. The tender documents may be obtained on any working day between 10.30 hrs. to 16:00 hrs from 10.09.2018 onwards and will be on sale upto 16.00hrs on 19.09.2018 from the Office of the Works Manager at the above address on written application and on production of cash receipt of Rs. 1000/- (Rupees One thousand only) from the competent authority of BCPL. In case of downloadable tender, the tenderer have to provide a bank draft of Rs 1000/- drawn in favour of "Bengal Chemicals and Pharmaceuticals Limited" , payable at Kanpur from Nationalized Bank.
11. Tender form is not transferable. The cost of tender form is not refundable under any circumstances
12. Earnest Money deposit should be made in favor of Bengal Chemicals & Pharmaceuticals Limited, payable at Kanpur by DD or deposit receipt of any scheduled bank . Tenders not accompanied with required EMD shall be summarily rejected.
13. The tender must be submitted in the prescribed form duly filled in (in figures and words wherever required) and complete in all respect. The offer shall be submitted in uniform percentage below/at par/above the schedule of rates as

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Bengal Chemicals & Pharmaceuticals Limited

(भारत सरकार के एक उपक्रम)
(A Government of India Enterprise)

Address: Factory Area, Fazalgunj,

specified in the Tender. The Tenderer must sign on each and every page of the Tender documents.

14. BCPL Authorities reserve the right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.
15. Tender forms will be on sale from 10.09.2018 onwards and will be available up-to 16-00 hours of 19/09/2018.
16. Tender will be received in a separate sealed cover for the above work upto 20.09.2018 up to 13:00 hrs. and will be opened on the same date at 15.00 hrs
17. Tender enclosed in sealed covers with tender no. superscribed on the cover may be sent by registered post to the address of Works Manager so as to reach by 20.09.2018 up to 13:00 hrs. (BCPL. Will not be responsible for any postal delay) or deposited in the special box allotted for the purpose in the office of the Works Manager.
18. If the date of opening of Tender happens to be a holiday. Tender will be opened on the next working day at the same time in the same manner.

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84/23, फैक्ट्री एरिया, फजलगंज/84/23, Factory Area, Fazalganj,
कानपुर-208012, उ०प्र०/Kanpur-208012, U.P.

Works Manager

The Works Manager
Bengal Chemicals & Pharmaceuticals Limited
84/23 Factory Area , Fazalgunj , Kanpur 208012

I/We _____ have read various conditions to tender hereto attached and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Security Deposit. I/We offer to do the work as detailed below at the rates quoted below :

Name of Work Deployment of Contractual Labour at BCPL Kanpur Factory

Approx. value of contract ----- Rate in

Percentage ABOVE/AT
PAR/BELOW to be quoted in
figures as well as in words. _____

_____ % (IN FIGURES)
ABOVE/AT PAR/BELOW

_____ (IN WORDS)
ABOVE/AT PAR/BELOW

NOTE :

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कानपुर-208012, उ०प्र०/Kanpur-208012, U.P.

1. The Tenderer(s) shall quote only uniform percentage above or below or at par against BCPL's declared / estimated value for entire work on overall basis, only on this offer letter, on the space provided above. Any Tender received with different quote or different percentage for different items will be rejected.
2. Special conditions will not be accepted and the tender will be treated as non-responsive. In case of any conditions quoted by the tenderer the conditional tender may be summarily rejected.
3. I/We hereby bind myself/ourselves to carry out the job within the time limits specified in the conditions of tender. I/We also hereby agree to abide by the General Condition of Contract and to carry out the job according to the standard requirement.
4. A sum of Rs 80000/- is hereby forwarded as Earnest Money Deposit. The full value of the Earnest Money shall stands forfeited without Prejudice to any other rights or remedies if (a) I/We do not execute the contract documents within SEVEN days after receipt of notice issued by BCPL Administration that such documents are ready. **OR** (b) I/We do not commence the work within 10 days after the receipt of the order to that effect. **OR** (c) If the documents furnished along with the tender documents, found defective/fabricated or not genuine
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to by and between us and indicated in the Letter of Acceptance of my/our offer for this work.
6. I/We enclose the IT, Professional tax etc., clearance certificate or a declaration to that effect as required in the conditions of the tender paper pertaining to me/us for the year.

TENDERER/CONTRACTOR'S ADDRESS

SIGNATURE OF TENDERER(S)/CONTRACTOR(S)

Particulars of EMD

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बंगाल केमिकल्स एंड फार्मास्युटिकल्स लिमिटेड, कारखाना क्षेत्र, फाजलगंज।



**BENGAL CHEMICALS & PARMACEUTICALS LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)**

SCHEDULE OF ITEMS, QUANTITY AND RATES ([Items of work should be read in conjunction with explanatory note])

Name of Work **Deployment of contractual labours at BCPL kanpur factory.**

Contract Value **Rs./- per year (approx)**

Contract Period **Twelve (12) months from the date of LOA.**

Sl.No.	Description of work	Requirement	Unit rate (Rs.)/day
1.	Deployment of contractual labours at BCPL kanpur factory	Un Skilled	10
3.		Semi Skilled	8
4.		Skilled	5

EXPLANATORY NOTE FOR SCHEDULE OF RATE

1. Deployment of contractual labour at BCPL - The contractual labour provided by the contractor of BCPL has to protect the Company's property, keep constant watch on the assets entire materials in the factories.
2. The above rates are daily wages rates and are including PF and ESI contribution of the principal employer. The above rates are of no work no pay basis.
3. During the working hours the person deployed as a contractual labour will have to work under the directives of the officers of BCPL. In case of any misbehavior with any officer or with co-worker, the contractor has to immediately remove the errant worker on advice of the Works Manger. Drinking / Smoking /eating / chewing of pan masala inside the production floor is a punishable offence and any contractual labour found practicing will have to be immediately removed by the contractor.
4. BCPL management has the sole discretion about increasing or decreasing the strength of contractual workers. The contarctor has to abide to the directives of the BCPL management.

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योगेंद्र /Yogendra

Manager (Prod.)

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84/23, बिहार पुराना, फसलमंडल/AM23, Factory Area, Farzana,
कांठपुर-203012, U.P. / Kanpur-203012, U.P.

SPECIAL CONDITIONS

1. This is purely a works contract like all other works contracts awarded by BCPL and general conditions of contract, Hence the contractor shall be entirely responsible for the employment of their labour and liable for statutory provisions of Govt. No claim of employment, under any circumstances, by the manpower engaged shall be entertained by BCPL Administration
2. Weekly Rest, compensatory rest, leave etc. for the manpower engaged by the contractor shall be arranged by the contractor at his own cost and the rates shall be quoted accordingly.
3. The rates quoted shall be FIRM and shall include all statutory obligations on the part of the contractor.
4. All statutory taxes and liabilities levied/leviable by the Central & State Govt. or any other governing authority from time to time shall be borne by the contractor and the rate shall be inclusive of tax liabilities (all inclusive).
5. However the schedule rates are not inclusive of service tax the tenderer shall quote their rate accordingly.
6. BCPL authorized official(s)/representative shall have the authority and right to advise the contractor to remove or replace any workman/men whom he considers incompetent, unsuitable or otherwise.
13. **Liability against risks/claims** - The contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract. In respect of all staff engaged by him the contractor shall be solely responsible against all claims under Workmen's Compensation Act and Contract Labour Act. etc. to its workers/dependents.
14. Any damage/theft/loss caused to BCPL property due to negligence, carelessness on the part of the contract labours deployed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, BCPL Administration shall be within their rights to effect necessary recoveries from the contractor's bill and through other means as per the law.
15. The contractor will be required to provide contract labour for a period of 12 months from the date of issue of LOA. However, BCPL Administration reserves the right to terminate the contract by giving a notice of one month in advance.
16. **Payments** - On completion of the work to the satisfaction of the BCPL Authority, the contractor shall be entitled to payment due to him, at the end of every months duly certified by the

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(A Government of India Enterprise)
10/23 Factory Area, Fazalgarh.

competent authority as per actual work done after necessary adjustment. The bill shall be processed for payment only after fulfilling all terms and conditions of the contract and on meeting the statutory provisions like Prof. taxes, ESI, P.F./ Cess etc. shall be deducted from the bills of the contractor, as applicable.

17. The contractor should provide the contact number to the BCPL Administration and the authorized officials of Factories so that in case of any emergency/abnormality he can be contacted.

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PART - II

INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDERING

(To be signed by the Tenderer and submitted along with the Tender)

Chapter - 1

1.1 DETAILS OF WORK :

1.1.1 Deployment of contractual labours at BCPL kanpur factory

1.1.2 TENDER PAPERS/DOCUMENTS :

The tender papers/documents are divided into three parts. Part-I consists of Technical specification in detail including the following.

1. Tender Notice
2. Tender Form
3. Price schedule with its Explanatory Notes
4. Special conditions of Tendering

The part II & III consists of instructions to Tenderers and terms and conditions for tendering including conditions of pricing and payment and forms of tender.

1.1.3 GENERAL INSTRUCTIONS

The intending tenderer, before submission of tenders is advised at his own interest to study the tender papers carefully without prejudice to the generality of the foregoing and the tenderer shall inspect the site and surrounding of the work specified in the tender document and shall satisfy himself by careful examination before submission of the tender as to the nature of site and local conditions, availability of labour etc., the means of access to site, supply of power, water, availability of accommodation etc. and shall make local and independent inquiries as to matters for the thing referred to or implied in the tender documents. BCPL Authorities shall not entertain the tenderer in any form of plea of ignorance, difficulties, doubts, misconception and misapprehension thereof affecting the execution and completion of work.

1.1.4 SUBMISSION OF TENDER.

The tender must be submitted in SEALED ENVELOPS with marking of tender notice number and the name of the work on cover and should be sent by registered post to the address of WORKS MANAGER so as to reach by 20.09.18 up-to 13:00 hrs (BCPL Administration will not be responsible for any postal delay) or deposited in the special box allotted for the purpose in the office of the WORKS MANAGER. The tender will be opened in the presence of such Tenderers as may be present shortly thereafter at 15.00 hrs., on the day as specified in the tender notice and the names of Tenderers and rates read out. Any tender deposited otherwise LIKE BY REGISTERED POST will be at the risk of the tenderer. All documents to be submitted in connection with the tender SHALL BE WRITTEN IN ENGLISH AND IN BLACK INK.

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1.1.5 RATES.

The tenderer should quote only uniform percentage above/par/below the rates for the items incorporated in the schedule in FIGURES as well as IN WORDS and shall form the basis of payment for the work done. If there be any variance in rates quoted by the tenderer between the words and figures, the rates quoted in words will be treated as final and binding.

1.1.6 CLARIFICATION.

Clarifications required by the Tenderers may be obtained from the office of the WORKS MANAGER

1.1.7 TAX CLEARANCE CERTIFICATE.

The Tenderers are required to produce along with his tender booklet the Current and Valid tax clearance certificate in original (which will be returned when done with)

1.1.8 INCOME TAX DEDUCTION.

Income tax as admissible plus surcharge as applicable on the gross amount to be paid by the contractor in pursuance to the contract which will be deducted from the bills preferred by him in accordance with the provisions contained under the Income Tax Act 1961.

1.1.9 SIGNING OF TENDERS AND POWER OF ATTORNEY.

In case of a firm not registered under Partnership Act, all the partners of the attorney duly authorized by all of them should sign the tender and other connected documents. A copy of the document empowering the individuals to sign should also be sent with the tender. In any case, tenderer should disclose his constitution fully and copies of all necessary documents in support thereof should be submitted with the tender and original thereof should be produced as and when called for.

1.1.10. Any individual signing the tender or other documents connected there with should specify whether he is signing.

- i) As sole proprietor of the firm or his attorney or ii) As a partner or partners of the firm, or
- iii) For the firm as per procreation, or
- iv) As a Director, Manager or Secretary in the case of Limited Co.

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1.1.11 TENDERER'S ADDRESSES.

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time, not with standing the fact that the communication did not reach the tenderer at all or in time for the reasons whatsoever. Important documents shall be sent by Registered post.

1.1.12 ERASURES OR ALTERNATIONS.

No erasure or alterations in the text of the tender papers is permitted and any such erasures and/or alterations will either be disregarded or render the whole tender void at the option of the BCPL Administration. Any correction made in rates for the work shall be initialed in ink and dated.

1.1.13 COMPLIANCE WITH INSTRUCTIONS.

Tender which do not comply with the instructions detailed above, shall not be considered.

1.1.14 RESULT OF TENDER.

The acceptance of the tender will rest with the WORKS MANAGER, for and on behalf of the Managing Director BCPL, who reserves the right to decide the tender amongst more than one tenderer, if deemed necessary, and also to reject any or all tenders received without assigning any reasons and does not bind himself to accept the lowest or any tender.

1.1.15 VALIDITY OF TENDER

The contractor shall keep the offer viz. the tender and/or tenders, as may be modified by negotiations open for acceptance for a period of 90 days from the date on which tender/ tenders is/are opened and in default, the Earnest Money deposited by him shall be forfeited by BCPL Authorities

1.1.16 TIME SCHEDULE AND PROGRAMME.

The contractor shall have to complete all work to the entire satisfaction of the BCPL Administration. The contractor shall strictly follow the time schedule for all works under this contract as mentioned in the tender notice. If the contractor fails fails to execute the work within the time specified or any authorized extensions thereof, BCPL Administration is entitled to recover from the contractor a sum equivalent to one half of one percent of the contract value of the work for each week or part of week taken extra by the contractor to complete the work.

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1.1.17 TERMINATION OF CONTRACT

Not-with-standing the provisions under other paragraph the BCPL Administration may at any time by a notice in writing summarily terminate the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events:-

1) **INSOLVENCY:** The contractor being an individual or a firm any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation on composition under any law relating to insolvency for time being enforce or make any conveyance or assignment of his assets or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act.

2) **LIQUIDATION:** If the contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receivers or a Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court or debenture holders or appoint a receiver or Manager

3) **BREACH OF CONTRACT :** If the contractor commits any breach of this contract not herein specifically provided always that such termination shall not prejudice any right or action or remedy which shall have accrued or accrue thereafter to BCPL Authorities and provided also that the contractor shall be liable to BCPL Authorities any extra expenditure which the BCPL Administration is thereby put to incur loss but shall not be entitled to any gain on re-purchase, in the event of such termination without prejudice to the other right and remedies of BCPL Administration including the rights for forfeiting the security deposit.

1.1.17.1 EXCEPTIONS.

Termination of contract will not arise in case of voluntary liquidation meant for alternation or reorganization provided that the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to BCPL Authorities. Termination of contract under this para will not arise in case of breaches or defects of a minor nature. MD BCPL shall be the sole authority to decide whether reaches and defects are of minor nature.

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1.1.18 EARNEST MONEY.

Earnest Money (Regulation For Tenders And Contractors (Clause 5):

1. (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.

(b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the BCPL Administration. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the BCPL Authorities

(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other Tenderers, shall save as herein before provided, be returned to them, but BCPL Authorities shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Earnest Money should be in Pay Orders/Demand Drafts drawn in favour of "Bengal Chemicals & Pharmaceuticals Ltd" payable in Kanpur issued by any of the Nationalized Banks or the Scheduled Banks approved by the Reserve Bank of India for this purpose.

1.1.19 SECURITY DEPOSIT.

16(1) Security Deposit:

- (1) The Earnest Money deposited by the Contractor with his tender will be retained by BCPL Authorities, as part of security for the due and faithful fulfillment of the contract. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor. Provided also that in case of defaulting Contractor BCPL Authorities may retain any amount due for payment to the Contractor from the pending bills so that the amounts so retained shall not exceed 10% of the total value of the contract.

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Factory Area, Fazalganj.

- (2) Unless otherwise specified in the special conditions, if any, the Security Deposit /rate of recovery/mode of recovery shall be as under:
- Security Deposit for each work shall be 5-10% of the contract value.
 - The rate of recovery shall be at the rate of 5-10% of the bill amount till the full security deposit is recovered.
 - Security Deposits will be recovered only from the pending bills of the contract and no other mode of collecting SD. such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit. Security Deposit shall be returned to the contractor after physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If the Competent Authority is of the rank lower than Manager (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to BCPL or to any other Statutory Authorities against the contract / contractor concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- (3) No interest shall be payable upon the Earnest and Security Deposit or amounts payable to the Contractor under the Contract.

1.1.19.1 Introduction of Performance Guarantee (P.G)

The procedure for obtaining performance Guarantee is outlined below:

- The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value,
- The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the contract period. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit.

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- (c) Performance Guarantee shall be released after satisfactory completion of the work and contract period is over. The procedure for releasing Performance Guarantee should be same as for Security Deposit.
- (d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately,
- (e) The balance work shall be got done independently at the risk and cost of the original contractor.
- (f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the debarred contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV / Partnership firm.

1.1.21 SAFETY MEASURES

The contractor shall take all precautionary measures in order to ensure the protection of his own contract labours about or working in the BCPL factory/offices/premises, but shall then conform to the rules and regulations governing such execution of the jobs. The contractor shall abide by all BCPL regulations in force for the time being and ensure that the same are followed by his representative, or contract labours so deployed by him. He shall give due notice to his contract labours about relevant provisions in this regard. The Contractor shall indemnify and keep BCPL administration indemnified and harmless against all actions suits, claims demands, other charges or expenses arising in connection with any accidents, death or injury sustained by any person or persons within the BCPL premises and any loss or damage to BCPL property sustained due to the acts or omissions of the contractor, or his watch and ward during the execution of this contract irrespective or whether such liability arising under the Workmen's Compensation Act 1923 or Fatal Accidents Act or any other Act in force for the time being.

1.1.22.1 EXECUTION OF AGREEMENT

The contractor is required to execute a formal agreement in prescribed form with BCPL Administration on the lines of the Tender Conditions and until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between BCPL Administration and the Contractor in all respects.

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1.1.23 REFUND/FORFEITURE OF EARNEST MONEY

The Earnest Money including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified in the tender under clause 1.1.15 (i.e. Minimum validity of offer hereof shall be refunded to the unsuccessful tender (s) within a responsible time after finalization of tender case. The earnest money deposited by the successful tender(s) shall be retained towards the security deposit for the due and faithful fulfillment of the contract, but shall be forfeited by the purchaser without prejudice to any other rights or remedies available to it if the contractor fails to execute the agreement start the work within a reasonable time (to be determined by the Authorized Official / Representative of BCPL Administration) after notification of the acceptance of his/their tender.

1.1.26 COMMUNICATION TO BE IN WRITING

All notices, communications, reference and complaints made by the purchaser or his Authorized Officials or representative or the contractor inter concerning the works shall be in writing and no notice, communications, references or complaint not in writing shall be recognized. The list of address to which correspondence and documents relating to the tender be sent is indicated in the tender papers.

1.1.27 SERVICE OF NOTICES ON CONTRACTORS

The Contractor shall furnish to BCPL Administration the name, designation, and address of his authorized agent and all complaints, notices, communications, and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forth-with notified by the contractor to the Engineer. Important documents may be sent by Registered Post.

1.1.28 SUBLETTING OF CONTRACT

The contractor shall not assign or sublet contract or any part thereof or allow any person to become interested therein in any manner what so ever without the special permission of the BCPL Authority. Any breach of these conditions shall

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entitle the BCPL to rescind the contract under General Conditions of the Contract and also render the contractor liable for payment to BCPL in respect of any loss or damages or ensuing from such cancellation.

1.1.29 ACCIDENTS AND DAMAGES TO INSTALLATIONS ETC.

The contractor shall be responsible for all theft, pilferage, shortage of properties, tools, tackles and materials including damage thereof to the properties due to accident or any other cause during the course of the contractors work at site inclusive of the guarantee period at no extra cost to the purchaser. All costs, damages or expenses which the purchaser may incur, for which under the terms of contract, the contractor is liable may be either deducted by the purchaser at his discretion from any money due or become due or refundable by the purchaser to the contractor under the contract, or may be recovered by action of law or otherwise from the contractor. The purchaser reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction what ever with the contractor.

1.1.30 PROVISION OF PAYMENT OF WAGES ACT

The contractor shall comply with the provisions of PAYMENT of Wages Act 1936 as amended up to date and the rules made there under in respect of all contract labours deployed by him directly. If incompliance with the terms of the contract, the contractor directly or through the petty contractor or sub contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the work to be executed hereunder or otherwise for the purpose of the schedule of work as entrusted to the contractor such contract labours shall nevertheless be deemed to comprise contract labours employed by the contractor and any money which may be ordered to be paid by BCPL Administration shall be deemed to be money payable by BCPL on behalf of the contractor, and BCPL may on failure of the contractor to repay such money to the BCPL Authority, deduct the same from any money due to the contractor in terms of the contract. The purchaser shall be entitled to deduct from any money due to the contractor (whether under this contract or any other, all money paid/payable by BCPL Authorities by way of compensation of the aforesaid or for cost of expenses in connection with any claim thereto) and the decision of the BCPL Administration upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

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1.1.31 WAGES TO LABOUR

The contractor shall be responsible to ensure compliance with the provisions of the MINIMUM Wages Act, 1948, as modified up to date (therein after referred to as the said Act) and the rules made there under, in respect of any contract labour engaged by him directly or through petty contractor, sub contractors for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the contractor directly or through petty contractors or sub contractor supplied any watch and ward to be used, wholly or partly under the direct orders and control of the purchaser whether in connection with any work being executed by the contractor or otherwise for the purpose of the purchaser such watch and ward shall for the purpose of this clause shall be deemed to be watch and ward employed by the contractor. If any money shall as a result of any claim or application made under the said Act be directed to be paid by the purchaser, such money shall be deemed to be money payable to the purchaser by the contractor and on failure by the contractor to repay the purchaser and money paid by it as aforesaid within seven days after the same shall have been demanded the purchaser shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the purchaser.

1.1.32 POWER OF MODIFICATION TO CONTRACT

The Authorized Official on behalf of BCPL Administration shall be entitled by order in writing to enlarge or extend, diminish or reduced the works or make any alternations in the numbers of contract labours for the execution or thereof or to order any additional works to be done or any work not to be done and the contractor will not be entitled to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved quantity provided/supplied against a specific order.

1.1.33 Unless otherwise specified in the special conditions of the contract, the contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation what so ever

The enlargement, extension, diminution, reductions alterations or additions referred hereinabove shall in no degree effect the validity of the contract, but shall be performed by the contractor as provided therein and be subject to the same conditions stipulations and obligations as if they had been originally and expressly included and provided for in the scope of work and the amount to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra quantities over and above the scope of work falling outside the

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purview of the above shall be paid for at the rates determined as per General conditions of the contract.

1.1.34 COMPLIANCE TO BCPL'S OFFICIAL INSTRUCTIONS.

The Authorized official of BCPL shall direct the contractor as to the modes of execution of the entire scope of work and the contractor shall execute without delay the entire scope of work as directed by the Authorized Official of BCPL from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects

1.1.35 ALTERATIONS TO BE AUTHORISED.

No alterations in or addition to or commission or abandonment of any part of the scope of works shall be deemed authorized except under instructions from the Authorized official of BCPL and the contractor shall be responsible to obtain such instructions in each and every case in writing.

1.1.36 SEPARATE CONTRACTS IN CONNECTION WITH WORKS

The purchaser shall have the right to let other contractors in connection with the works. The contractor shall afford other contractors reasonable opportunity for the execution of their works and shall properly connect and co-ordinate his scope of work with that of other contractors. If any part of the contractor's work depends for proper execution or results upon the work of another contractor, the contractor shall inspect and accordingly report to the Authorized Official of the Purchaser any deficiency in such work that render it un-suitable for proper execution and results. The contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to the deficiency which may develop in the other contractor's scope of work.

1.1.37 ILLEGAL GRATIFICATION

Any bribe, commission, gift or advantage given promised or offered by or on behalf of he contractor or his partner, agent or servant or any one of his or on their behalf to any officer or employee of the purchaser or to any person on his or on their behalf in relation to the obtaining of the execution of this or any other contract with the purchaser shall, in addition to any original liability which he

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may incur, subject to the contractor to the rescission, of the contract and all other contracts with the purchaser and to the payment of any loss or damage resulting from such rescission and the purchaser shall be entitled to deduct the amounts so payable from any moneys due to the contractor under the contract or any other contracts with the purchaser. The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the purchaser and if he shall do so the purchaser shall be entitled forthwith to rescind the contract and all other contracts with the purchaser. Any question or dispute as to the commission of any offence or compensation payable to the purchaser under this clause shall be settled by MD BCPL in such manner as he shall consider fit and sufficient and his decision shall be final, binding and conclusive.

1.1.38 WORKS BY OTHER AGENCIES

Any other works undertaken at the same site by BCPL direct or through some other agency at the same site where the contractor is carrying out his work, will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face, on this account. The contractor shall comply with any instructions which may be given to him by the Authorized Official of BCPL in order to permit simultaneous execution of his own works and of those undertaken by other contractor or the purchaser without being entitled on this account to any extra charges

1.1.40 PROVISIONAL ACCEPTANCE

Should the results of inspection be not satisfactory, an extension of time for one month will be granted to make good the deficiencies pointed out by the Authorized Official of BCPL. A fresh inspection will then be carried out after the contractor has attended to all the deficiencies. If these are not satisfactory, the purchaser may proceed at the contractor's expenses arrange all means deemed expedient to have the execution of the entire scope of work. In such a case of delay in completing the work under this contract within the time limit the purchaser reserves the right if he deems it possible to use in a reasonable manner any part of the scope of work even if the entire scope of work is not completely executed. The purchaser will give to the contractor, for this purpose, seven days previous notice. The contractor shall then take at his own expenses all necessary steps to complete the entire scope of works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned conditions for reasons other than for which the contractor is

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responsible, the provisional acceptance certificate shall be issued at or within a mutually agreed reasonable period not exceeding six months.

1.1.41 RIGHT OF BCPL ADMINISTRATION TO DETERMINE CONTRACT.

The purchaser shall be entitled to determine and terminate the contract at any time, should in the purchaser's opinion, the cessation of work become necessary owing to paucity of funds or from any other cause what so ever in which case the approved rate for the work done by the contractor will be paid for in full at the rates specified in the contract. Notice in writing form the purchaser for such determination and the reason therefore shall be conclusive evidence thereof. Should the contract be determined under this clause and the contractor claims payment for expenditure incurred by him in the expectation of completing the entire scope of the work, the purchaser shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Authorized official of the Purchaser.. The contractor shall have no claim to any payment or compensation or otherwise, what so ever on account of any profit or advantage which he might have derived from the determination of the work in full but which he did not derive in consequence of determination of contractor. The decision of MD BCPL on the necessity and propriety of such expenditure shall be final, binding and conclusive.

Determination of contract owing to default of contractor: If the contractor -

- i) become bankrupt or insolvent, or
- ii) make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of the creditors, or
- iii) being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or re-construction) or
- iv) have an execution levied on his goods or property on the works, or
- v) assign the contract or any part thereof otherwise than as provided in the General Conditions of the Contract, or
- vi) Abandon the contract, or
- vii) Persistently disregard the instructions of the Authorized Official, or contravene any provision of the contract, or
- viii) Fail to adhere to the agreed scope of work within the stipulated period, or
- ix) fail to take steps to deploy competent or additional watch and ward as required under the scope of work, or
- x) fail to afford the Authorized Official or his representative proper facilities for

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- inspection of performance as stipulated in the General Conditions, or
- xi) promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the purchaser or to any person on his or on their behalf in relation to the execution of this or any other contract with the purchaser. or
- xii) At any time after the tender relating to the contract has been signed and submitted by the contractor being a partnership firm, admit as one of the partners or employees under it or being an incorporated company elect or nominate or allow to act as one of its director or employee under it in any capacity whatsoever any retired Officer or any retired Gazetted Officer, working before his retirement, whether in the executive or Administrative capacity or in BCPL before the expiry of two years from the date of retirement from the said service of BCPL OR officer unless such or officer has obtained permission from the MD BCPL or any other officer duly authorized by him in his behalf, to become a partner or a director or to take employment under the contractor, as the case may be or
- xiii) Fail to give at the time of submitting the said tender-
- a) The correct information as to the date of retirement of such retired officer from the said service or as to whether any such retired officer was under the employment of the contractor at the time of submitting the said tender, or
- b) Being the partnership firm the correct information as to whether any of its partners was such a Retired officer or
- c) The correct information as to such officer obtaining permission to take employment under the contractor, or
- d) Being an incorporated company, correct information as to whether any of its directors was such a Retired Officer, or
- e) Being such a retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a Retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contact or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, then and in any of the said cases, the Engineer on behalf of the purchaser may serve the contractor with a notice in writing to that effect and if the contractor does not, within 7 days after the delivery to him of such notice, proceed to make a good his default in so far as the

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same capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the engineer, the purchaser shall be entitled after giving 48 hours notice in writing under the hand of the engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice). and adopt either or both of the following courses.

- 2) Right of BCPL after rescission of contractor owing to default of contractor- In the event of any or several of the clauses referred to in General Conditions,
- (i) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having entered into any commitments or made any advance on account of or with a view to the execution of the works, or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereof for actually performed, under the contract unless and until the Authorized Official shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value, so certified.
- (ii) The Authorized Official or his representative shall be entitled to take possession of any properties, materials, tools, machinery and buildings on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in future execution of the scope of works or any part thereof until the completion of the works, without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (iii) The Authorized Officer shall, as soon as may be practicable, after removal of the contractor, fix and determine ex-parte or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused or partially used scope of work. The legitimate amount due to the contractor after making necessary deduction and certified by the Authorized Officer should be released expeditiously.

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1.1.42 MATTERS FINALLY DETERMINED BY BCPL ADMINISTRATION

All disputes and differences of any kind what so ever arising out of or in connection with the contract, whether during the execution of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the BCPL Administration and BCPL Administration shall within a reasonable time after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing, provided that matters for which provision has been made hereinabove and of the General Conditions of Contract or in any clause of the Special Conditions of the Contract shall be deemed as EXCEPTED MATTERS and decision thereon shall be final and binding on the Contractor, provided further that EXCEPTED MATTERS shall stand specifically excluded from the purview of the Arbitration Clause and shall not be referred to Arbitration.

1.1.43 LAWS OF INDIA

This contract shall be governed by the laws for the time being in force in the Republic of India and only Courts in Kanpur will have jurisdiction.

1.1.44 DEFAULT AND DELAY

The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by Authorized Official of the Purchaser in connection with the work or contravene the provision of the contract or the progress of the scope of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven days notice in writing to the contractor requiring him to make good the neglect or contravention complained of or should the contractor fail to comply with the requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may, completed by other agencies at the expense of the contractor without prejudice to any other right or remedy of the purchaser.

1.1.45 LOSS SUSTAINED DUE TO DEFAULT AND DELAY

- (a) In the event of any loss to the purchaser on account of extension and/or completion of the work or any part thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to the BCPL

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Administration without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part as the case may be shall be met at the option of the purchaser, from out of all or any of the following sources viz.

- i) Any amount due and payable to the contractor by the purchaser on any account whatsoever,
 - ii) The contractor's security deposit in the hands of the purchaser as far as available; and
 - iii) Any other assets whatsoever of the contractor
- (b) In the event of reimbursement from out of sources (i) and/or (ii) above mentioned, the purchaser shall have the right of appropriation suo-motto.

1.1.46 CORRECTNESS OF WORK AND MATERIALS

- (a) The contractor shall be solely responsible for the correctness of the positions, levels and scope of the works according to the terms and conditions of this contract, notwithstanding that he may have been assisted by the purchaser or his in setting out the same.
- (b) If any deviation from the approved quantity and nature of work and work all such cases shall be brought to the notice of the Purchaser's Authorized Official and the discrepancy/deviation set right within a reasonable time as may be determined by the BCPL Administration

1.1.47 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY

- (a) All documents, details/data about contract labours and the contractor's credentials submitted by the contractor shall be authentic and shall be such that the contractor is satisfied about their correctness, authenticity and suitability. The purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the purchaser, during the progress of the contract, the ultimate responsibility shall rest with the contractor
- (b) The contractor shall be responsible for and shall bear and pay the costs for any Deviation/discrepancy arising out of the scope of work and the General Terms and Conditions of Contract

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प्रबंधक (उत्पादन) / Manager (Prod.)

बंगाल केमिकल्स एंड फार्मास्युटिकल्स लिमिटेड
Bengal Chemicals & Pharmaceuticals Limited

(भारत सरकार के एक उपक्रम)

(A Government of India Enterprise)

84/23, फैक्ट्री एरिया, फजलगंज/84/23, Factory Area, Fazalganj,

कानपुर-200012, उ.प्र./Kanpur-200012, U.P.

1.1.48 CONTRACT LABOUR ACT

The contractor is liable to observe and comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and get himself registered under the concerned Labour Officer as per provision of the Act. He has to state the number of labour engaged by him for carrying out the work before signing of agreement. For any violation of the said Act, the contractor is liable for prosecution by the Labour Enforcement Officer (Central) / (State) as the case may be, under whose jurisdiction the work is being executed and the amount of penalty if any, will be deducted from contractor's final bill on advise of the Labour Court.

1.1.49 INTERPRETATIONS

The following terms, whenever occurring in the Tender papers and wherever used throughout the execution of the work, shall unless excluded by or repugnant to the context have the meaning attributed thereto as follows:-

CONTRACT means the contract resulting in the acceptance by the Purchaser of this Tender either in whole or in part.

CONTRACTOR means the successful tenderer i.e., the tenderer whose tender has been accepted either in whole or in part.

CONTRACTOR'S AGENT shall mean the person or persons authorized under a duly executed power of attorney to take all actions relating to the work as could be taken by the contractor himself. In the case of a firm of a contractor, the agent shall have the same powers as that of the Managing Director of the Firm.

CONTRACTOR'S REPRESENTATIVE shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under duly executed power of attorney to receive documents/ negotiate terms / discuss with the Purchaser's Representative to he Contractor for the work. He shall be responsible for proper execution of work at each or all places and shall take order from Authorized Representative of the Purchaser and carryout the same.

TENDERER means and includes any individual, Agency, or Contractors or any company or body corporate or otherwise who submit the tender which has been invited.

WORK OR WORKS means all or any of the item of work for which the tenderer/contractor has tendered/contracted according to the scope of work and annexure hereto annexed or to be implied thereof, or incidental thereto or to be implied here after specified or required in such explanatory instructions and also such instructions as may from time to time to be issued by the Authorized Officials of the Purchaser during the pendency of the contracted work.

AUTHORIZED OFFICIAL shall mean the Works Manager(s) of the respective

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पता: बंगाली एरिया, फाजलगाँव / 84/23, Factory Area, Fazalganj

Factories and shall include the superior officers of the respective factories. He is responsible for ensuring that all the scope of work and compliance to the general terms and conditions of the contract are carried out as agreed to. He is also responsible for arranging payments to the contractor as per accepted rate and number of watch and ward. .

DEPUTY GENERAL MANAGER (P&A) shall mean the officer who is in charge of the Personnel & Administration Department, and who is delegated with all powers of the Department so far as P&A matters are concerned.

BCPL AUTHORITIES / ADMINISTRATION / MD-BCPL shall mean the officer who is holding over all charge of the Company and who is delegated all the powers by the Board of Directors as far as matters concerned with BCPL. **PURCHASER** means the Company represented by MD – BCPL

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Chapter – 2

1.2.0 CONDITIONS OF PRICES AND PAYMENT TERMS.

1.2.1 SCOPE

This Chapter deals with prices to be paid for contract labours or work and other amounts payable in accordance with the accepted schedules of prices and rates and terms and conditions of payment mentioned herein.

1.2.1.1 This is a Composite works contract. The total prices for the completed items of work are the actual prices to be paid to the contractor as per the terms and conditions of the contract.

1.2.2 UNIT PRICE.

1.2.2.1 The price in percentage quoted by the Tenderer and accepted by the Purchaser shall hold good till the completion of the work and no additional individual claims will be admissible on account of fluctuation in market rates etc.

1.2.2.2. The price in percentage quoted by the Tenderer shall include all incidental charges like electricity, transport, descent, insurance coverage of bankers charges, Indemnity Bond Stamp, Service Tax, Income Tax Octroi and other taxes and duties etc as may be levied from time to time.

1.2.2.3 The price in percentage quoted by the tenderer shall include the cost of contract labours including all incidental charges mentioned in Para 1..2.2.2 above

1.2.2.4 The price in percentage quoted by the tenderer shall include each and every cost whatsoever and tenderer shall submit report with detailed analysis of cost benefit in triplicate including all incidental and other charges as indicated in the General Terms and Conditions of the Contract and schedule thereof.

1.2.2 EXPLANATORY NOTES.

Explanatory Notes for various items of work, included in the schedule are given in Part- I of the tender papers. Tenderers should carefully read and include all the cost of materials for erection, testing and commissioning as clearly explained in the explanatory notes.

1.2.3 TERMS OF PAYMENT

Subject to any deduction on recoveries which the purchaser may be entitled to make under the contract the contractor shall unless otherwise agree to be entitled to get the payments subject to conditions stipulated in the subsequent clauses.

1.2.5 PERIOD OF CONTRACT : 12 (Twelve) Months.

1.2.6 MODE OF PAYMENT: 100% payment will be made through cheque on monthly basis for factories/offices/depot after issuing certificate by Authorized Official. (i).No claim certificate issued by the contractor.

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INDEMNITY BOND (To be executed in Non-Judicial stamp paper)

M/s Bengal Chemicals & Pharmaceuticals Limited
6, Ganesh Chunder Avenue
Kolkata 700 013

KNOW ALL MEN BY these presence that we, M/S _____ a
company incorporated under the Companies Act 1956, having our registered office at
_____ and carrying on trade and business at _____ district
_____ in state of _____ (herein after called an obligor)
are held only bound upto the Managing Director (herein after called the BCPL Authority)
in the sum of Rs. _____ (Rupees _____).
to be paid in Kanpur to the BCPL Authorities / Administration for which we hereby bind
ourselves for the whole of our and every executors, administrators, representatives and
assigns unto the BCPL Authorities / Administration by these present date this _____
day of _____ Two thousand and one.

WHEREAS the Obligor has received the LOI as per schedule below from BCPL
Administration / Authorities for the purpose of deployment of contract labours at its
factories for which an order No. _____ dated _____
has been placed by the WORKS MANAGER and has entrusted the obligor as per
schedule and as per the terms and conditions that the obligor shall be entirely
responsible for the safe custody and protection of all the properties, materials, tools
tackles and appliances as per schedule against all risk of theft, pilferage, etc. and damage
till they hand over back all the same as it was on the date of taking over to the satisfaction
of the BCPL Authorities and shall indemnify the BCPL Authorities / Administration
against any loss, damage or deterioration what so ever in respect of the said materials
while the obligor's custody and possession

AND WHEREAS further conditions of the above written bond or obligation are such
that, should any loss, damage or deterioration of properties, materials, tools tackles and
appliances materials occur, BCPL Authorities / Administration shall be entitled to

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