

**MADRAS FERTILIZERS LIMITED**  
**(A GOVT. OF INDIA UNDERTAKING)**  
**MANALI, CHENNAI 600 068**

**NOTICE INVITING TENDER FOR**

**Appointment of Service contractor for providing Unskilled labour for  
Regional Office : **Hyderabad****

**TENDER No. **MFLROHYD/17-18/261217/001 dated 6.12.2017****

**SUMMARY**

Bids are invited for appointment of Service **contractor** for providing Unskilled Labour for Hyderabad Regional Office. Bidders, who are interested to submit bids, may visit MFL website [www.madrasfert.nic.in](http://www.madrasfert.nic.in) or Central Public Procurement web [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app).

For any clarification, please communicate to the following:

**Regional Office** : email: [mflrohyd@gmail.com](mailto:mflrohyd@gmail.com)

**Phone**: 040-23316155 / 9491449846, Mr. B E Eshappa

<b>Description: Appointment of Service <b>contractor</b> for providing Unskilled Labour for <b>Hyderabad</b> Regional Office</b>	
Estimated Value of Tender (approx..)	Rs.2.26 Lacs
Nature of Bidding	Two Stage Bidding : 1 <sup>st</sup> Part: Techno-Commercial Bid 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading tender document from Tender Website	<b>6.12.2017</b>
Bid submission Due date & Time	<b>26.12.2017 @ 16 30 hrs</b>
Bid Opening Date& time	<b>27.12.2017 @ 11 00 hrs</b>
Bid Submission – Cover details(On or before the due date and time) Sealed Cover 1: Pre-qualification (PQ) Sealed Cover 2: Techno-Commercial Bid and Sealed Cover 3: Price Bid Sealed Cover 4: Outer cover containing the above 3 covers Refer Annexure 1 Sealed cover to be submitted on or before the due date and time meant for submission of bids.	
Procedure for opening of Bid	Bids will be opened in seriatim PQ, Techno-commercial and price bid.
Bid Validity	90 days from date of opening of tender
EMD Amount	Not applicable
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract.

Mode of Payment for SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or through RTGS or by Bank Guarantee( <b>Annexure - 11 &amp; 8</b> ).
Payment Term	Monthly Basis. Payment will be after 30 days from the date of submission of bill (Annexure-3)
Contract Period	The Period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions.
Bid Evaluation Basis	Techno-Commercially qualified L1 basis
Negotiation	If required
Scope of Work / Duties and responsibilities of the contract	Refer <b>Annexure- 3</b>

**REGIONAL MANAGER - HYDERABAD**  
**MADRAS FERTILIZERS LIMITED**  
**HYDERABAD, TELANGANA**

**COVER DETAILS**

**Offer should be sent in sealed covers as detailed below:-**

**Sealed Cover 1:** To contain Pre-Qualification criteria documents as per the requirements in **Annexure-2**. Cover should be sealed & super scribed as

**“Cover 1 – Pre-Qualification Documents for Tender No: TENDER No.  
MFLROHYD/17-18/261217/001 dated 6.12.2017”**

**Sealed Cover 2:** To contain Techno-Commercial bid as per the format prescribed in **Annexure-4**. Cover should be sealed & super scribed as

**“Cover 2 - Techno-Commercial Bid for Tender No: TENDER No.  
MFLROHYD/17-18/261217/001 dated 6.12.2017”**

**Sealed Cover 3:** To contain Price Bid (Bill Of Quote) as per the format prescribed in **Annexure-5**. Cover should be sealed & super scribed as

**“Cover 3 - Price Bid (Bill of Quote) for Tender No : TENDER No.  
MFLROHYD/17-18/261217/001 dated 6.12.2017”**

**Sealed Cover 4:**

All the above three sealed Covers 1, 2 and 3 should be put in a separate 4<sup>th</sup> Outer Cover. The 4<sup>th</sup> Outer Cover should be sealed & super scribed as

**TENDER No. MFLROHYD/17-18/261217/001 dated 6.12.2017**

& the same should be addressed and sent to

**The Regional Manager  
Madras Fertilizers Limited  
11-5-338,Bazarghat Road,  
Redhills, Hyderabad – 500 004**

**SINCE THE TENDERS ARE INVITED IN TWO STAGE BIDDING, TENDERERS ARE REQUIRED TO SUBMIT THE TENDERS AS DETAILED ABOVE. TENDERS, WHICH ARE NOT SUBMITTED AS STIPULATED, WILL NOT BE CONSIDERED AND LIABLE TO BE REJECTED. PRICE BID (BILL OF QUOTE) SHOULD BE KEPT IN SEPARATE SEALED COVER (COVER 3) ONLY, AND NOT IN THE COVER 1, 2 & 4. IF KEPT IN OTHER COVERS, THE BID WILL BE REJECTED.**

**TENDER No. MFLROHYD/17-18/261217/001 dated 6.12.2017**

**PRE-QUALIFICATION CRITERIA**

1. The tenderer should have minimum experience of one year during the last two financial years in providing service of unskilled labour. Proof of experience / order received from other companies must be produced.
2. Copy of Partnership deed, Power of Attorney, Memorandum of Association & Articles of Association as the case may shall be submitted.
3. Should furnish Valid license for running of service agency providing of manpower and requisite registration certificate under various statutory provisions of labour R&A Act. Employees Provident Fund and Miscellaneous Provision Act, ESIC etc. PF & ESI returns for the year 2016-17 should be attached.
4. Should furnish GST Number & Certificate.
5. Should indicate Permanent Account Number. Copy of Income tax return for the financial year 2016-17 should be furnished.
6. Self-declaration by the tenderers stating that they are not black-listed/holiday listed by any of the PSUs.
7. Parties under holiday list / de-list or having any litigation with MFL need not apply.

**DOCUMENTS TO BE UPLOADED**

1. Proof of experience / order received from other companies must be produced and Information about tenderer as per Annexure – 7.
2. Copy of Partnership deed, Power of Attorney, Memorandum of Association & Articles of Association as the case may shall be submitted.
3. License copy under Contract labour (R & A), copies of ESIC and PF code number registration. PF & ESI returns for the year 2016-17
4. Copy of GST registration certificate.
5. IT return copy for financial year 2016-17.
6. Self-declaration by the tenderers stating that they are not black-listed/holiday listed by any of the PSUs.
7. Letter of authority to sign the tender documents.

**Any of the above documents required as above is not attached, the bidders may be rejected and may not be considered for further processing.**

## **ANNEXURE 3**

**TENDER No. TENDER No. MFLROHYD/17-18/261217/001 dated 6.12.2017**

### **TERMS & CONDITIONS OF CONTRACT FOR SERVICE PROVIDER**

#### **1.0 Definition**

- 1.1 The term “Contract” in general shall mean and include the entire tender documents with Annexures and the agreement signed between the contractor and Madras Fertilizers Limited.
- 1.2 “Contractor” shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 “MFL” shall mean and include Madras Fertilizers Limited, Manali, Chennai 600 068 or any of its authorized Offices.
- 1.4 “Services” shall mean and include supply of Unskilled Labour as per requirement in clause 3.0
- 1.5 “Contract Rates” shall mean the rates of payments accepted and / or fixed by MFL.

#### **2.0 Period of Contract**

The Period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions.

#### **3.0 Compliance of Labour Laws**

- 3.1 The contractor shall comply with the provisions of the Factories Act 1948, Contractor Labour (Regulations and Abolition) Act, 1970, ESI Act 1948 / Workmen’s Compensation Act 1923, Employees Provident Funds and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Payment of Wages Act 1936, Minimum Wages Act 1948(per Central Government Notification), The Child Labour (Prohibition and Regulation Act) 1986 and any other law applicable to the contract workmen now in force, and as amended from time to time both from Central and concerned State Governments where the office is located.
- 3.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though, the Contractor shall be solely liable for settlement of any claim made by any person due to non-observance by the Contractor of any of the provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the

amounts payable by MFL to the Contractor or in the absence of the same as debt due to MFL by the Contractor.

- 3.3 In the case of non-coverage of workmen under ESI/EPF scheme besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by the ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after due satisfaction as regards the payment of ESI/EPF dues by the Contractor. However, MFL reserves the right to release the Security Deposit on execution of an Indemnity Bond and on or other documents to MFL as may be required by the Company.
- 3.4 The Contractor shall, whenever required by Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other records required to be maintained under various Statutes.
- 3.5 The Contractor shall ensure that all the rules and regulations in force from time to time relating to safety, hygiene, sanitation and non-smoking are complied with by his workmen.
- 3.6 **Payment of Wages**

Indicative list of statutory payments to be made in respect of personnel employed by the contractor under this contract are as under.

**Minimum Central Wages** (As applicable per latest Central Govt. notification)

Basic

VDA

ESI

PF

Bonus

Such other statutory charges if any

The above list of statutory payment is indicative and not exhaustive.

The contractor shall pay monthly wages prescribed by the Government of India to their contract workers on or before 7<sup>th</sup> of every month without fail.

The contractor should submit the bill by the 15<sup>th</sup> of following month along with the proof to the effect that the salary for the previous month has been paid to the unskilled labour.

### 3.7 **ESI / PF**

The Contractor shall remit the dues of ESI Act 1948 and EPF Act 1952 in respect of workers engaged as per provisions of Acts every month to avoid any penal interest and damages.

### 3.8 **Holidays**

9 days Festival holidays( National and festival holidays act,1958) and 15 days **earned** leave with wages per factories act.

### 3.9 **Labour License**

The successful bidder has to submit Labour License from the Regional Labour Commissioner within 15 days from the commencement of work as stipulated in the contract Labour Regulation Act 1972.

### 4.0 **Penalty**

- 4.1 MFL shall be at liberty to recover any damages, losses, costs or expenses incurred by them due to Contractor's negligence or unworkman-like performance. The amounts shall be deducted from any sum then due or payable at any time thereafter may become due to the Contractor under this or any other contract with MFL.
- 4.2 The Contractor shall be responsible for the proper conduct of the persons employed by him during the course of his engagement in MFL.
- 4.3 MFL reserves the right to refuse permission for any of the persons employed by the Contractor to continue to be engaged in MFL contract services.
- 4.4 The Contractor shall ensure discipline among the labour engaged. Indiscipline if any, on the contract labour will be construed as failure of the contractor to perform contractual obligations. The Contractor shall be liable for termination for such indiscipline.

### 5.0 **Summary Termination**

- 5.1 Notwithstanding anything contained in the clause 2.0 Supra, MFL reserves the right to terminate the contract due to any failure/breach of contract on the part of the contractor in discharging the service under the contract or in the event of his becoming insolvent or going into liquidation without giving any notice.

- 5.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of failure/breach by the contractor of any of the terms and conditions of the contract, or due to the contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit. The decision of MFL about the breach/failure on the part of the contractor shall be final and binding on the contractor and shall not be called into question.
- 5.3 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

#### **6.0 Withdrawal of Contract**

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and the cost of the contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security deposit.

#### **7.0 MFL Safety Rules and Regulations**

The Contractor shall adhere to existing MFL Safety Rules and Regulations inside MFL premises during the tenure of contract. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Chief Manger/Regional Manager or his subordinate from time to time.

#### **8.0 Remuneration of Contractor**

- 8.1 Contractor shall be paid the remuneration in respect of the services rendered by him at the contracted rate.
- 8.2 The Contractor shall submit bills in duplicate for the services rendered by him. Payment of the bills will be made by the Accounts Department of MFL, 30 days after submission of the bill to the Chief Manager/ Regional Manager by the contractor. Should, however, payments be delayed beyond the period mentioned above, due to any reason, it will not vitiate other terms of the contract nor will give any right to the Contractor to suspend the work under the contract. The Contractor shall not be entitled to any interest on the amount of bills.
- 8.3 The Tenderer shall satisfy himself by actual inspection of the site and locality of the work. It shall be deemed that rates quoted by the Tenderer will be adequate to carry out the work according to the specifications and conditions and has taken into account all conditions and difficulties that may be encountered during the course of the work and to have quoted labour rates and all other charges necessary for the completion of the work to the entire satisfaction of MFL.



- 8.4 The rate quoted is inclusive of statutory payments, like payment of Minimum wages notified under Minimum Wages Act by Central Government, PF, ESI, Minimum Bonus etc., and GST.
- 8.5 Rates are subject to revision in Basic, DA,PF, Bonus, ESI, Holiday wages and Ceiling revision (if any) for PF, and ESI/bonus per Ministry of Labour and Employment, Government of India. The revised Schedule of rates will be implemented with approval of Department of Head and the revised rates will be paid by MFL to the contractor. Any other increase other than statutory obligation will be borne by the contractor.
- 8.6 The Tenderer shall quote rates (both in figures and words) in the Annexure - 5, "Schedule of Rates" considering all liabilities.
- 8.7 The Contractor is not entitled to claim any other payment from MFL other than the payment of the agreed rates and as per clause 8.5 during the period of contract.

## **9.0 Laws Governing the Contract**

The contract will be governed by the laws of India for the time being in force and as amended or made from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (CHENNAI ONLY).

## **10.0 Subletting and Transfer**

- 10.1 The Contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof to others. All his dealing with third parties shall be as between two principals without reference in any way to MFL. Contractor shall also undertake to make third parties fully aware of the position aforesaid.
- 10.2 The Contractor shall be responsible for all the obligations arising out of enforcement of Contract labour (Regulation and Abolition) Act in the State. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- 10.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the contract labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.
- 10.4 The Contract shall be awarded on the principal to principal basis and the contractor shall be deemed to be an independent entity engaged for the performance of services / work / jobs in the manner and to the extent provided in these presents.

## 11.0 Force Majeure

Neither party hereto shall be responsible for any delay or failure to perform any or all of the obligations imposed upon such party, caused by force majeure situation such as but not limited to any war, hostilities, riot or civil commotion, earthquake, flood or any other natural disaster, any strike or lockout exceeding ten continuous days etc. In the event of force majeure time for performance of related obligations will be extended by the period up to which the force majeure situations exist. Notice of existence of force majeure shall be given by e-mail/fax message addressed to the other party within two working days of its occurrence.

## 12.0 Arbitration

- 12.1 All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.
- 12.2 Any or all disputes arising out of the contract/Agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at **Chennai**.
- 12.3 Subject as aforesaid, the Arbitration & Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause and such Arbitration shall be in English and take place in the city of Chennai only.

## 13.0 Negotiation with L1 Bidder

If necessary MFL may go for negotiation with the L1 bidder.

## 14.0 Place of Work

The contractor shall be responsible for Supply of unskilled labour at Regional office **Hyderabad**.

## 15.0 Qualification of unskilled Labour:

Qualification of unskilled labour: Minimum S.S.L.C (10<sup>th</sup> Std).

## 16.0 Duties and responsibilities of the Contractor

- 16.1 The manpower deployed by the service provider to the Regional office for rendering the services shall be paid by the Service Provider in regards to monthly payments of remuneration per Central Minimum Wages Act.

- 16.2 The rate quoted throughout the contract period remains constant except for any change in the Central Minimum wages amendment through notifications on Basic, VDA and corresponding changes like PF, ESI etc., and the contractor should ensure all statutory payments per GOI Notification from time to time to the contract employee.
- 16.3 Whenever changes on Basic, VDA etc., are notified by GOI under Central minimum wages Act, the contractor should ensure such revised wages are paid to the contract employee and the invoice has to be submitted for payment including the above changes.
- 16.4 MFL will make payment after ensuring that the revision is implemented and revised wages are paid to the employee per Central Minimum wages act notification. CM/RM will certify the bills accordingly.
- 16.5 PF & ESI (both employee and employer contributions) are to be remitted to the concerned authorities by service provider without fail and receipts to be provided to this office along with next month wage bill.
- 16.6 GST shall be remitted to the authorities every month by service provider and a copy of the same shall be forwarded to us along with next month wage bill of the unskilled labour.
- 16.7 Service provider should maintain all the statutory registers prescribed under the State Government Acts and procedure and produce them to MFL as and when demanded (list of statutory records, registers being maintained are to be furnished to MFL Regional Office, before commencement of service)
- 16.8 Submission of returns to the statutory authorities to be complied with on or before the due dates with copies marked to MFL Regional Office every month.

#### 17.0 **Constitution of Tenderer**

Constitution of the Tenderer such as Individual / Partnership / Registered Company / Corporation together with necessary documents (Attested copies of Partnership Deed, Power of Attorney or Memorandum and Articles of Association). Any change in the Constitution of the Tenderer, after the award of contract, shall form a part of the contract. All the partners of the changed Constitution of the Tenderer shall be bound in all the matters pertaining to the contract including the Arbitration Clause.

#### 18.0 **Termination Clause**

The contract may be terminated at any time during the currency without assigning any reason thereof, by giving thirty days' notice in writing to the Contractor at his last known address and the contractor shall not be entitled to any compensation by reason of such termination. The action of the Chief Manager / Regional Manager under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

## 19.0 Impossibility to Perform

If MFL is unable to continue the contract due to any of the provisions of the Contract Labour (Regulations and Abolition) Act coming into force, then this contract shall cease forthwith and no notice for such termination shall be given by MFL in case of such a contingency. The Contractor shall not be entitled to any damages, compensation, loss or expenses whatsoever, arising out of such termination of the contract.

## 20.0 Method of Evaluation and Selection

- 20.1 The techno-commercially qualified L1 rate will be the selection criteria for award of contract.
- 20.2 MFL has no obligation to accept the lowest tender. MFL's decision in this respect shall be final.
- 20.3 MFL reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever.

## 21.0 Meeting Due Date and Time

MFL will not be responsible for any delay, loss or non-receipt of Tender on or before the due date and time specified.

## 22.0 General

Canvassing in any form is strictly prohibited and the Tenderer who resorts to canvassing, shall be disqualified.

Signature of the authorised person :  
Name of the authorised person :  
Designation of the authorised person :  
**Name of the Tenderer (with seal) :**

Date:

**ANNEXURE 4****TENDER No. TENDER No. MFLROHYD/17-18/261217/001 dated 6.12.2017****TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Services offered	As per Duties and responsibilities of contractor under Terms & Conditions in Annexure - 3
Service Terms & conditions	As in the Annexure - 3
Contract Period	The Period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions.
Service Place	<b>MFL Regional Office -Hyderabad</b>
Payment Term	Monthly Basis. Payment will be after 30 days from the date of submission of bill.
Payment Mode	RTGS / NEFT
Execution Period	<b>10 days</b>
Offer Validity	90 days from the date of opening of tender
Licence Under Contract labour (R & A) –Copy	
GST Registration Code number	
Independent PF Code number	
ESI Code number	
GST Registration certificate	
Income Tax Return copy should be attached for financial year <b>2016-17</b>	
Acceptance to give 5% Security Deposit in the event of award of contract (Refer Annexure – 6)	Yes
Acceptance for penalty clause as per <b>Annexure-3, Clause-4.0</b>	Yes
Acceptance to receive payment for actual Services certified at MFL.	
Acceptance to all other tender norms, terms & conditions not mentioned herein	

Signature of the authorised person :  
Name of the authorised person :  
Designation of the authorised person :  
**Name of the Tenderer (with seal) :**

Date:

**TENDER No. TENDER No. MFLROHYD/17-18/261217/001 dated 6.12.2017**

**Bill of quote (Price Bid) for Appointment of Service contractor for providing Unskilled labour for Regional Office : Hyderabad**

The rate quoted should be as per the latest Govt. Notification on Central minimum Wages, issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) New Delhi. **(Copy should be enclosed)**

Sl.No.	Particulars	Amount in Rs. (Per day / Per man power )
1	Unskilled Labour per Annexure - 3 Qualification, ( Requirement in No.).	1
2	Basic Pay (Rs.)	
3	DA (Rs.)	
4	Total Pay = Basic Pay + DA (Rs.)	
5	PF (13.61%) of Total pay subject to ceiling of Rs.15000/month (Month = 26 days)	
6	ESI (4.75%) of Total pay (Rs.)	
7	Bonus @8.33% ( 8.33/100)*(7000/26) (Rs.)	
8	EL @ 15/289 * Total pay (Rs)	
9	Holidays 9/289 * Total Pay (Rs)	
10	Minimum wages per day per Man Power (Rs.) (Sl.Nos. 4 + 5 + 6 + 7 + 8 + 9 )	
11	Service Charges (Admin) (Rs.)	
12	Total Quote before GST ( Sl. Nos. 10 + 11 ) (Rs.)	
13	GST 18% (Rs.)	
14	Final Quote ( in figures) (Rs.)	
15	Final Quote ( in words) (Rs.)	

**No of man days required is 252 in a year.**

**Note:**

1. Price Bid (Annexure – 5 ) should be kept in separate sealed cover as given in Annexure-1. If Price Bid is attached with PQ documents or techno-commercial bid, then the bid will be summarily rejected.
2. NO column should be left unfilled.
3. Rates are subject to revision in Basic, DA, PF, Bonus, ESI, and Ceiling revision if any for PF and ESI/bonus per Central Government Notification.

We have gone through MFL Tender Document and the rate quoted above is based on complete understanding and acceptance of the terms and conditions contained therein.

Signature of the authorised person :

Name of the authorised person:

Designation of the authorised:

Name of the Tenderer with seal:

Dt:

**Tender No: MFLROHYD/17-18/261217/001 dated 6.12.2017**

**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

- ❖ Successful tenderer shall have to make Security Deposit (SD) to the tune of 5% of contract value within 21 days from the date of Award of Contract, either by the way of Demand Draft drawn in favour of MADRAS FERTILIZERS LIMITED payable at Chennai or BG in the approved format (**Annexure-8**) with a validity of 60 days beyond the date of completion of the contract period or thru' RTGS payment for which mandate form is available in Annexure-11. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to Regional Manager, MADRAS FERTILIZERS LIMITED, Regional Office address.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the contractual obligations/operations as required per tender.
- ❖ Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract.
- ❖ MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to breach / failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question.
- ❖ In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims & in case of BG, the same shall be invoked, in the event of breach of contract/failures by the contractor, if any.
- ❖ SD shall not carry any interest.

**ANNEXURE 7****Tender No: MFLROHYD/17-18/261217/001 dated 6.12.2017****INFORMATION ABOUT TENDERERS**

<b>SI No</b>	<b>Information required</b>	<b>To be filled in by tenderer</b>
1	Name of the tenderer	
2	Address of Registered office and branches	
3	Telegraphic address and phone number, email etc.	
4	Composition of tenderer (here state whether it is Hindu joint family business, proprietorship concern or registered partnership or a Limited company) (enclose required documents)	
5	Nature of normal business of the tenderer	
6	Experience of, similar working (certificate to support statement must be enclosed)	
7	Any other experience (attach separate sheet, if necessary). Copies of certificates to support statements must be attached.	
8	Name of the person / company with whom reference can be made with respect to the experience / similar type of work	



9	Name of the bank and the branches with which tenderer has transactions	
10	Name and address of partners, Directors, Proprietor, as the case may be  Details of immovable properties & their value.	
11	Name & address of the person with whom Company may correspond (Local address)	
12	Income tax permanent account number (PAN) and IT return for financial year 2016-17	
13	Audited Financial result – Financial year 2016-17 (attach)	
14	GST No. & its copy	
15	E payment – RTGS details	As per format enclosed ANNEXURE 9

I/We declare that the above information is true to the best of my /our knowledge.

Place:

Signature of the Tenderer

Date:

(Name & Office Seal)

### **Declaration**

I/We hereby declare that I/We/our Organization have not put under Holiday List / De-list or having any litigation with MFL.

Also, I/We hereby declare that I/We/our Organization have not been banned or Black-listed by any State/Central Government or other PSUs / Financial Institution / Court.

Place :

Signature of the Tenderer

Date:

(Name & Office Seal)

## ANNEXURE 8

### BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on a non-judicial stamp paper of the value of Rs. 100/-)

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor (s)/ tenderer(s)") from the demand under the terms and conditions of an agreement dated \_\_\_\_\_ made between Madras Fertilizers Limited and \_\_\_\_\_ (hereinafter called "the said agreement") for the award of contract ----- DATED ----- of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

We \_\_\_\_\_ (Hereinafter referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement. We (bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the said contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any said contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We \_\_\_\_\_ [Bank] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ----- We shall be discharged from all liability under this guarantee thereafter.

We \_\_\_\_\_ bank further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being

granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the said contractor(s)/tenderer(s).

We, \_\_\_\_\_bank lastly undertake not to revoke this guarantee during its currency. Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is received by us in writing on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under. The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuine and authenticity of the Bank Guarantee.

(Signature of the authorized Officer of the Bank)

Name and Designation of the Officer

Seal, Name and Address of the Bank and Address of the Branch

**ANNEXURE 9**

**MADRAS FERTILIZERS LIMITED**  
**BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S				b. Designation :
a. NAME				
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE(if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	CST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
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RTGS-Real Time Gross Settlement Code

NEFT-National Electronic Funds Transfer

IFSC- Indian Financial System Code

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## ANNEXURE 10

**Tender No: MFLROHYD/17-18/261217/001 dated 6.12.2017**

### UNDERTAKING

#### THE TENDERER HEREIN

1. Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
2. Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
3. Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
4. Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
5. Accepts SD, Penalty clauses and agrees to invocation of the respective clause(s) in case of non-fulfilment of commitment.
6. Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender
7. Rate Quoted should be same both in Words and Figures. If any variance between the rate quoted in words and figure is observed then the rate quoted in words will be the final quote.

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

**ANNEXURE-11****DETAIL FOR SD PAYMENT THROUGH RTGS**

1	Party Name	MADRAS FERTILIZERS LTD
2	Party's Complete Address	Manali, Chennai 600 068.
3	Bank Name	State Bank of India
4	Bank's Branch Name and Address	Commercial Branch NSC Bose Road Chennai 600 001.
5	IFS [RTGS / NEFT] Code	SBIN0007347
6	Name of the Beneficiary	MADRAS FERTILIZERS LTD
7	Bank Account No.	10242276424
8	Account Type	CC Account
9	Email id	<a href="mailto:ins@madrasfert.co.in">ins@madrasfert.co.in</a>
10	PAN No.	AAACM5198E
11	Contact Person	PRIYA RANJAN PANDA
12	Contact Person's Mobile No.	9884172251