



EMPLOYEE PROVIDENT FUND ORGANISATION
Sub- Regional office vashi
Tower No.6, 5th Floor, Vashi Stn. Complex, Vashi , Navi Mumbai.
Ph.No. 27812022/27812425

TENDER NOTICE

Enquiry No. MH/HRM/Modular Furniture/

Dated:-

Sealed bids in two packet systems are invited from experienced, technically and financially sound reputed Manufacturers of Modular furniture's and compactors for supplying and fixing of Modular Furniture and compactors at E.P.F.O. , S.R.O. Vashi.

A. Eligibility Conditions:- Manufacturers who will be able to meet the following criteria are only eligible to apply:-

- (a) Enlisted furniture supplier registered with CPWD/Railway/MES/P&T/State PWD/Reputed PSU/Reputed specialized private firms.
- (b) Manufacturers should have at least five years experience in manufacturing of Modular furniture.
- (c) Manufacturers should have average annual gross turnover of Rs. Eight Crores per annum in last three completed financial years in the filed of Modular Office furniture. (Audited balance sheet to be enclosed.)
- (d) Manufacturers should be a profit-making firm and should not have made loss in the last 2 years or any 3 out of 5 last financial years.
- (e) (I) Bidders should have carried out three similar works of modular office furniture of value not less than 40% of estimated cost put to tender in last 07 years ending 31.12.2009.
(II) At least two similar completed works of value not less than 60% of the estimated cost put to tender.
(III) One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost should have been carried out in Govt./Semi Govt./Autonomous Organisations/PSUs and authenticated by officer not below the rank of Executive Engineer. Private sector work experience should be supported with copy of relevant TDS certificate.
- (f) Manufacture will agree/undertake for comprehensive warranty for Supplied/Fixed items for one year and three years post warranty service & maintenance under AMC. A guarantee bond is required to be executed as per format.
- (g) The tender shall clearly specify whether the tender is submitted on his own or on behalf of partnership concern. In later case, the certified copy of partnership deed need be submitted along with technical bid. The form to be filled as per "F" Structure and Organized.
- (h) The work should be completed within 3 weeks from the date of placing the order by E.P.F.O. The bidder must note that the successful bidder should give a performance guarantee in the form of bank guarantee amounting to 5% of tendered and accepted value of work. The performance guarantee should be furnished within 5 days after issue of acceptance for supply order and should be valid up to the period of

completion of work. The performance guarantee shall be submitted as per performa. Performance guarantee shall deposit an amount equal to 5% of the tendered and accepted value of work as performance guarantee in one of the following forms:-

- i. Deposit at call receipt/Banker's cheque/ Demand Draft/ Pay Order of a scheduled bank in case guarantee amount is less than Rs.1,00,000.00 (one lakh)
 - ii. Govt. securities.
 - iii. Fixed Deposit receipt (FDR) of scheduled Bank.
- B. A pre bid conference will be held on 22/07/2010 (3.00 p.m.) in the office of RPFC on above address.
- C. **Sale of Bid Documents:-** A complete set of Non-transferable Bid documents may be purchased from 08/07/2010 to 19/07/2010 between 10 A.M. to 5 p.m. on any working days by any interested bidder from office of Regional P.F. Commissioner, Tower No.6, 5th Floor, SRO. Vashi, Navi Mumbai on submission of written application on the bidder's letter head and payment of non-refundable amount of Rs. 100/- only in form of cash/D.D./Pay order in favour of R.P..F.C. payable at Vashi. No postal request will be entertained. Tender forms are available at office only.
- D. **Last date of submission of Tender:-** Complete bid (a single sealed envelop contained two separate such envelopes of technical bid & price bid) must be submitted to the above referred address on/or before 1.00 p.m. on 28/07/2010. Demonstration of the quoted equipment will be the part of the technical bid. Any Bid received after the prescribed deadline in sealed box kept at above mentioned address will be returned un-opened/rejected. If bids are sent by post, it should be by Registered or Speed post to be received before specified date & time. Late received bids offer will be rejected un-opened.

The technical bid must accompany following mandatory requirements of following:-

- * EMD of Rs. One lacs in favour of R.P.F.C. Vashi payable at Vashi in form of in form of DD/Pay order in the envelop containing technical bid.
- * Documents evidence of execution of work and turnover as mentioned above.
- * Factory Act registration Certificate.
- * EPF/ESIC Registration Certificate
- * Excise Registration Certificate.
- * Current Income Tax Clearance Certificate.
- * Document confirming that bidder is certified with ISO 9001:2000 & ISO:14001:2000
- * Supported documents (mere affidavit shall not be treated as proof of possession) to conform following plant & machinery to execute the work.
 1. Computer controlled multistationed through feed edge banding machine capable of gluing flush trimming, scraping and trimming in one feed operation.
 2. Hot press for laminates pressing.

3. CNC controlled press from brake for Sheet Metal Bending.

4. Conveyorised powder-coating plant with pre treatment.

* Company profile.

E. **Validity period of Tender:-** Tender/bids remain valid and opened for 90 days period from the last date of opening of technical bid. Offer/price bid or rates, if offered valid and open for acceptance for a period not less than 3 months from the date of opening of tender.

F. **Technical Bid:-** The cover containing “Technical Bid” will be opened on 28/07/2010 at 4.00 P.M. in presence of the bidders present or Representatives if any, of the bidder(s) seeking to be present shall submit a letter of Authority issued by the bidder on printed letter head. Any bid without any of the above mentioned mandatory requirement if deposited and opened it shall be deemed disqualified and thus summarily rejected.

G. **Financial Bid:-** It will be opened on 02/08/2010 at 3.00 p.m. of those bidders who are declared eligible in technical bid. In case any of the above mentioned dates, becomes not working day, the tender shall be received/opened on the next working day. The rights to reject any item or entire tender/bids at any stage or to cancel the tender in process shall be reserved with the RPFC.

H. **Forfeit of Earnest Money:-**

- (i) If the tenderer withdraws his tender before expiry of the validity period or before issue of letter of acceptance, which is earlier or makes any modification in respect of terms and condition of the tender which are not acceptable to the Department, then EPFO shall without any prejudice to any other right or remedy, be at liberty to forfeit 50% of the EMD absolutely. This provision would naturally apply only to the lowest tenderer. Once the EMD of all the tenderers except those of the lowest tenderer shall be refunded as per provisions of tender paper and approval of the Competent Authority.
- (ii) If the contractors fail to furnish the prescribed performance guarantee within the prescribed period, the EMD is absolutely forfeited.
- (iii) In case the contractor fail to commence the work specified in the tender documents or in the letter of award, the EPFO shall without prejudice to any right or remedy be at liberty to forfeit whole of the earnest money absolutely.
- (iv) If only a part of the work as shown in tender is awarded, the contractor does not commence the supply, the amount of EMD to be forfeited to EPFO should based on the estimate of the work awarded.

➤ Work shall be executed as per conditions / specifications given in the tender document.

➤ 10% security deposit shall be deducted from each running account bills in cash till the sum along with the sum already deposited as earnest money will amount to security deposited of 5% of the tendered value of the work and same shall be refunded after successful completion of the defect liability period and rectification of the defects observed, if any.

➤ **TAXATION:-** Recovery on account of Income Tax shall be made as per the provisions of the Income Tax Act, 1961 and rules made there under.

➤ **LIQUIDITY DAMAGES:-** If the contractor fails to maintain the required speed and the work is not completed during the stipulated time period, Employees Provident Fund Organisation shall recover liquidated damages at the rate of 1/4% (one quarter percent) of the total cost of the work per week of delay subject to a maximum of 5% (Five Percent) of the total cost of work, or such smaller amount as may be fixed by the competent Authority.

➤ **Time & Extension for Delay:-** The time allowed for execution of the works as specified or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence immediately after the date on which the Regional Provident Fund Commissioner Vashi issues written order to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Employees Provident Fund Organisation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

A. Time Limit For Payment Of Final Bill:- The Contractor shall submit the final bill within three months of physical completion of the Works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by R.P.F.C., shall be made within two months, the period being reckoned from the date of receipt of the bill by the R.P.F.C.

After payment of the amount of the final bill payable as aforesaid has been made, the contractor, if he so desired, reconsider his position in respect of the disputed portion of the bill and if he fails to do so within 50 days, his disputed claim shall be dealt with as provided in contract.

B. Overpayments and Underpayments

(a) Whenever any claim for the payment of a sum of money to Employees Provident Fund Organisation arises of or under his contract against the contractor the same may be deducted by Employees Provident Fund Organisation from any sum then due or which at any time thereafter may become due to the contractor under this Contract and failing that under any other Contract with Employees Provident Fund Organisation or from any other sum due to the contractor from Employees Provident Fund Organisation which may be available with Employees Provident Fund Organisation or from his security deposit or he shall pay the claim demand.

(b) Employees Provident Fund Organisation reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

Employees Provident Fund Organisation further reserves the right to enforce recovery of any other when detected notwithstanding the fact that the amount of the final bill may be included by one of the part as an item of dispute before an arbitrator appointed, of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

- (c) If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by Employees Provident Fund Organisation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered the amount shall be duly paid to the Contractor by Employees Provident Fund Organisation.
- (d) Provided that the aforesaid right of Employees Provident Fund Organisation to adjust overpayment against amount due to the Contractor under any other Contract with Employees Provident Fund Organisation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date of amount payable by the contract under the MINUS final bill be communicated to the contractor.
- (e) Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to Employees Provident Fund Organisation on any other Contract or account whatsoever.

➤ **Maintenance Period:** The contractor shall be fully responsible for the quality workmanship and structural safety of the construction work. Contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year from the date of successful handing over of the work of Employees Provident Fund Organisation. The Contractor at his own cost and expenses shall rectify all defects observed during the defects liability period. In the event of failure on part of the contractor to rectify the defects the same way, without prejudice to any other right available to it in law, be rectified by Employees Provident Fund Organisation for and on behalf of contractor. Employees Provident Fund Organisation shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from/against any amount due and payable or becoming due and payable by Employees Provident Fund Organisation to the contractor under this agreement or any other contractor whatsoever.

➤ **Liability for Damages, Defects or imperfections and Rectification thereof:** If the Contractor or his workman or employees shall injure or destroy any part of the building in which he may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is

being executed, or if any damage shall happen to them while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense.

If it shall appear to the R.P.F.C. or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise, not of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the R.P.F.C., forth with rectify or remove and reconstructed the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified in his notice aforesaid, the R.P.F.C. may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained to, as the case may be, by other means at the risk and expense of the contractor.

Regional P.F. Commissioner-II/OIC
SRO Vashi