

GLOBAL TENDER NOTICE

(GOVERNMENT OF INDIA, MINISTRY OF DEFENCE)
OPTO ELECTRONICS FACTORY
RAIPUR, DEHRADUN – 248 008 (UA)

Phone-(0135) 2787101-105, FAX- (0135) 2787181, E Mail- olf.ofb@nic.in

No. OLF/MM-2/T-1406040273

Dated – 06-08-2014

Tender Description: PHOTODIODE

On behalf of President of India, General Manager, OPTO Electronics Factory, Raipur, Dehradun-248 008 (Uttarakhand) INDIA, invites electronic offers in 02 bid systems (i.e. technical and commercial bids separately) from reputed OEM/Manufacturer/Traders/Dealers of the item shown below.

S. No.	Nomenclature of material	Qty. Nos.
1	9001120623 PHOTODIODE, FD9E111A AS PER SPEC. NO. AGTS-3-368.070TY CONDITION (1) SUPPLY SHOULD NOT BE MORE THAN 2 YERS OLD (2) TEST REPORT PROTOCOL AS PER SPEC. AGTS-3-368.070TY SHOULD BE PROVIDED WITH PHOTODIODE.	850

COST OF BID DOCUMENT & EMD:

COST OF BID DOCUMENTS (To be submitted before opening of tech. bids)		EARNEST MONEY DEPOSIT (EMD) (To be submitted with tech. bids)	
INDIAN RUPEES	USD/EURO	INDIAN RUPEES	USD/EURO
INR 100/-	USD 1.66 EURO 1.25	₹ 1,37,904.00	USD 2298.40 EURO 1723.80

Important dates for the tender are as under:-

- Bid submission (Tech. and Price) date and Time : 26-09-2014 till 1400 hrs.
- Bid opening (Tech. Bid) date and time : 26-09-2014 at 1500 hrs.
- Price Bid opening date will be intimated in due course.

To participate against above tender, the bidders are requested to visit to OFB's website <https://ofbeproc.gov.in>. The necessary information like electronic mode, method necessity, vendor registration, digital signature along with detailed particulars of these tenders, terms and conditions etc. are available in the OFB's website <https://ofbeproc.gov.in>. Vendors should see website <https://ofbeproc.gov.in> and upload their technical and commercial offers online.

NOTE: Vendors are also requested to keep in touch regularly at OFB's website <https://ofbeproc.gov.in> for any amendment/corrigendum to this OTE. The tender shall be processed through e-Procurement.

GENERAL MANAGER/OLF

Apart from the above matter for the print media, the following will be made available on the website <https://ofbeproc.gov.in>.

GENERAL TERMS & CONDITIONS OF TENDER ENQUIRY

1. Items: As per schedule.
2. **Full quantity within 03 months from the date of placement of supply order.**
3. F.O.R. Destination:
OLF, DEHRADUN. Rates should be quoted on FOR, OLF, Dehradun basis.
4. Inspection Authority:
The General Manager, OPTO Electronics Factory (OLF), Dehradun – 248 008 (INDIA)
5. Inspection by:
 - (a) OLF Quality Control Department on receipt of stores inside the factory.
 - (b) Firm should supply a test certificate from authorized reputed agency ~~wherever specifically asked for~~ or otherwise a certificate along with a firm's internal inspection report should be supplied along with the stores.
6. **PAYMENT TERMS:**
(For Indian/Indigenous vendors/suppliers):
 - (a) 100% Payment will be made within 30 days on receipt of acceptable stores inside the factory.
 - (b) Payments terms by documents through Bank shall not be accepted, but shall be treated as 100% normal as (a) above.
(For Foreign vendors/suppliers):
 - (a) The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector bank Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within 30 days on receipt of notification of readiness from the firm. The Letter of Credit will be valid for 90 days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.
 - (b) If the value of the contract is up to US \$ 100000, payments will be made by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading/AWB/Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.
7. Offer must conform to our terms & conditions and specification otherwise the offer will be ignored. Non specified terms for any charges or rates (i.e. ambiguous charges not specifying the quantum) will not be accepted.
8. **VALIDITY OF QUOTATION:** Minimum 180 days from the date of opening of the technical bid of the tender. Firms are required to submit the bid security (Earnest Money Deposit) as specified in this tender before opening of the technical bid, failing which their offer will be considered incomplete and non responsive and shall not be opened/ considered further. It may also be noted that withdrawal/amendment to the offer by the firm on suo-motto basis after the opening of the technical bid shall lead to forfeiture of the bid security/ earnest money deposit and debarment of the firm for a period of further cycles of procurement through source development tender.
9. **(a) Arbitration Clause: for Indigenous Private bidders:**
All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by Director General Ordnance Factories, Government of India. The Arbitrator so appointed shall be a Government servant who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The Award of the Sole Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be DEHRADUN.
(b) Arbitration Clause – for CPSUs/DPSUs:
In the event of any dispute or difference relating to the to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India In-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.

The award of the arbitrator shall be binding upon the parties to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to be Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

10. **EARNEST MONEY DEPOSIT (EMD): ₹ 1,37,904.00 (\$ 2298.40 or € 1723.80) shall be submitted as EMD in favour of the General Manager, OPTO Electronics Factory, Dehradun (not in the form of cheque) before opening of the technical bid. The same shall be deposited in the tender-box duly sealed with the tender number written on the sealed envelope.** Vendors are required to furnish EMD of amount specified in tender along with the TECHNICAL BID, in the form of Demand Draft, Fixed Deposit Receipt, Bank Guarantee, Banker's Cheque from any of the public sector Bank or a Private Sector Bank authorized to conduct government business, in the specified format in the name of GENERAL MANAGER / OPTO ELECTRONICS FACTORY, RAIPUR, DEHRADUN. At present ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd. are the 03 private sector banks authorized to carry out government transactions. Validity should be for a period of 06 (six) months from the date of issue, payable to the General Manager, OPTO ELECTRONICS FACTORY, Raipur, Dehradun - 248 008 (UA) INDIA. If EMD is furnished in the form of BG, then it should be kept valid for 45 days beyond the validity period of the offer. EMD is exempted for those firms who are registered with Ordnance Factories, the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Government of India.
11. The terms & conditions contained in the form DGS&D-68 (Revised) excluding clause 24 there of amended up to date will apply in addition to the conditions mentioned above. It may please be noted that where "Secretary" and DGS&"D" etc. have been mentioned in the general conditions of contract, the same should be read as GM/OLF, Dehradun and DGOF etc. For Arbitration clause see above.
12. **LIQUIDATED DAMAGES(LD):**
"If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period the General Manager/OLF may impose LD without prejudice to the right of the purchaser (OLF) to recover damages for the breach of contract. In the event of the failure of seller to have the stores delivered by the date/dates specified in the contract, the buyer may, at his discretion withhold any payment until the whole of the stores have been supplied and the buyer may also deduct from the seller as agreed liquidated damages and not be way of penalty the sum of 0.5% of the contract price of the undelivered stores for each and every week and part of a week for which the stores have been delayed subject to maximum of 10% of the value of delayed stores, in case the delay in delivery is acceptable to buyer.
13. All the taxes/Govt. levy, Packing and forwarding and any other extra charges that you proposed to be charged, should be mentioned separately with the quote duly specifying their quantum. If not mentioned, your quote will be considered inclusive of all the charges. Please note that your price offer must clearly mention the applicable taxes/govt. levies/P&F/any other extra charges alongwith their quantum. Wherever no quantum is specified, it shall be treated as NIL and No further communication in regard of addition of levy of any kind will be entertained.
14. Indian firm should quote in ₹ (INDIAN NATIONAL RUPEE) only.
15. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order and all or any other Supply Orders with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

16. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Supply Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India.
17. **Access to books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Supply Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
18. **Non-disclosure of Supply Order documents:** Except with the written consent of the Buyer, seller shall not disclose the Supply Order or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
19. Tender will be evaluated as per guidelines given in O.F.B. Procurement Manual 2010. Copy of which can be downloaded from OFB website <http://ofb.gov.in>.
20. The offers from the bidders' should be submitted electronically in **Two bids i.e. Technical and Commercial (Financial)** electronically. Only the information submitted electronically shall constitute your response to tender and shall be evaluated further.
21. **ELIGIBILITY:**
22. **Vendors who are already supplying this item to this factory (OLF) may also apply against this GTE. Traders/dealers are also allowed to participate.** As regards unregistered firms participating in GTE in two bid system, the vendor registration and their capacity verification may also be done during technical evaluation before opening of the price bid. In case firm fails during capacity verification, firm's bid will not be acceptable.
23. **VENDORS REGISTRATION: (For Indigenous vendors/suppliers)**
Vendors are required to submit duly filled Vendor registration request form (VRRF) with the technical bid to enable OLF to assess their capability and capacity, **failing which the bid of the firm will not be considered.** The form VRRF can be down loaded from website <http://ofb.gov.in> (under policies). However, the Vendors who are already registered with any of the ordnance factories for same item and received 30 digit registration number need not submit the VRRF as stated above. Such vendor will have to submit copy of the registration certificate. Vendors applied for V.R. should submit copy of VRRF for individual tender.
24. **VENDORS REGISTRATION: (For Foreign vendors/suppliers)**
25. The firm must indicate its status as OEM/Manufacturer/Trader/Dealer in the application.
 - a) Foreign vendors must declare in their technical bid that they will take clearance from concerned Govt./Govt. agencies for selling the offered image intensifier tube to OLF, Ministry of Defence, Govt. of India, Dehradun under their own arrangement.

b) Vendors are required to submit following information to prove their capability and capacity (failure to submit the complete information as required hereunder shall lead to failure to qualify in technical assessment and your bid shall not be considered thereafter but your bid security/ EMD in case of failure shall be returned only after placement of supply order, **Please be very careful while submitting the information, it must be correct and also complete, failure leads to disqualification**) :

i) Technical capability to design, develop and execute the project in time based manner and a list of their existing customer(s) of the Image Intensifier Tubes submitted as sample against this tender. Firm is required to furnish the following information in order to establish that it has supplied image intensifier tubes. If this information is not disclosed in the submitted technical bid, the concerned offer shall not be treated responsive and firm shall fail to qualify to be considered further:

Sl.	Name, Complete Address including the name of the country, Telephone/Fax Number, E-Mail Address of the customer	Purchase Order Number & Date	Qty of Image Intensifier Tubes ordered by the Customer	Qty of the Image Intensifier Tubes Supplied by the firm	Value (in USD) of the quantity supplied by the firm

ii) Financial Document required to be submitted are Profit and Loss Statement and Balance Sheet of the vendor.

iii) HPSG Image Intensifier Tubes production infrastructure including trained manpower, and Quality Control Facilities etc. Please note that non disclosure of this information leads to failure of the vendor to qualify further.

iv) Research and Development facilities availability including technical manpower of R&D Engineers.

26. **QUALITY:**

The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per TE/RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

27. **WARRANTY:**

The firm shall warranty the stores (Photodiode) to be free of defects in materials workmanship and manufacture within the specification on each Photodiode for a usage period of 12 (twelve) months from the date of receipt of Stores by OLF, Dehradun. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications, drawings, or samples and shall, if operable, operate properly. The Seller shall be bound to furnish a clear written warranty regarding the same. In the event of the ultimate consignee in India not finding the stores in accordance with the order, the Seller will be required to replace them free of cost inclusive of all freight and handling charges. Such replacement will be done within ninety days of the claim report raised by the purchaser. These standard conditions will also apply in respect of replaced stores. This warranty shall remain valid for eighteen months after delivery or twelve months after their arrival at the ultimate destination in India, whichever is earlier, or as specified in the contract.

The Warranty shall be applicable for use and storage of stores in Indian Climatic Conditions.

Technical life of the unit to be delivered for replacement will not be less than the remaining technical life of the faulty/defective/deficient unit being replaced, or the actual life of such a unit as specified in the contract, whichever is more.

28. Unregistered firms are required to submit details regarding past supplies made for items (which are mentioned in TE) failure to submit details may result in rejection of offer.
29. **BIDDERS EXPERIENCE:** Information of past supply of II Tubes to reputed organization may be provided in following format. Firms with no successful past track record of supplying subject item will not be considered technically acceptable.

Sl. No.	Full address of Customers with names of contact persons, Fax & Phone No.	Description of II Tubes	Supply Order Nos. and date along with copy of Supply Orders	Value of Supply Orders/Contracts
1	2	3	4	5

30. **OPTION CLAUSE:** This office reserves the option to enhance the ordered quantity further up to 50% during pendency of the contract on existing terms and conditions.
31. **PERFORMANCE SECURITY DEPOSIT (PSD):**
 PSD payable to the Purchaser is furnished by the supplier in the form of a Performance Bank Guarantee (PBG) on non-judicial stamp paper issued by a public sector Bank or a Private Sector Bank authorized to conduct government business, in the specified format in the name of GENERAL MANAGER, OPTO ELECTRONICS FACTORY, RAIPUR, DEHRADUN – 248 008 (Uttarakhand) within 30 days from the date of contract. At present ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd. are the 03 private sector banks authorized to carry out government transactions. The PSD is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. Preferably, PSD is payable by the supplier at the rate of 10% of the contract value.
- PBG should remain valid for 60 days beyond the date of a completion of contractual obligation, including warranty. Failure to submit PSD may entail cancellation of contract & EMD will be forfeited for undersigned firms whereas in case of others the concerned registering agency will be informed for appropriate action. PSD will forfeit and credited to the Govt. in the event of breach of contract.
32. The PBG is returned to the supplier on successful completion of all his obligation under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the PBG revalidated, if not already valid. The format of the PBG is uploaded in the website. As a rule, Performance Security Deposit (PSD) may not be waived except in most unavoidable circumstances.
33. Firms should desist from forming cartel as the practice is prohibited under section 3(3)(a) & (d) of the Competition Act 2002.
34. Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if CARTEL Formation is suspected. The management, reserves the right to order any quantity on one or more firms.
35. Wherever all or most of the approved firms quote equal rates in CARTEL, the purchaser reserves the right to place order on any one or more firms with exclusion of the rest. The selection of firms for placement of order would be based on of a pre-determined ranking of the firms decided through Vendor Rating as per the SOP for capacity verification (Under Para 24).
36. The purchaser also reserves the right to delete the established firms who quote in CARTEL from list of approved sources or debar them from competing for a period to be decided by the purchaser.
37. The name of the newly established firm which enters into CARTEL formation immediately on getting registered will be summarily deleted from the list of approved suppliers.
38. An undertaking from the firms that they will not be part of cartel with other vendors and will quote competitive rates in the tenders, otherwise would face expulsion from the list of vendors will be taken while approving the new firms for participation against source development tender.
39. **BPC (Bulk Production Clearance) SAMPLE:** Successful firm has to get Bulk Production Clearance (BPC) from OLF after placement of the supply order.
40. Firm has to give confirmed supply schedule after receipt of Purchase Order if mentioned.

41. The firm has the required financial capability- ascertained by the turnover in the last five years and to be supported by the balance sheets of the respective years in their technical bid.
42. Offer of firm's which are not found suitable for registration for supplying the item will not be considered technically acceptable.
43. Firm should also submit the hard copies of all attachments on or before the opening of technical bids.
44. Firm's offer may be rejected, if found that firm is already overloaded with orders beyond/equal to his capacity.
45. Price bids will be opened of only those vendors whose technical bid found acceptable.
46. The Lowest-1 (NL1) firm of the above items is/are required to commence the supply the item within 60 days from the date of placement of supply order, along with GC/WC, Quality Conformance Certificate and Inspection Certificate etc. The result of tests conducted as per specification should be tabulated and such of destructive tests like humidity test etc. which affect life be done on representative sample of the batch and should be sent separately for record purpose. Such qty. will not be counted towards the ordered qty. and will not be paid for.
47. Before the last date for receipt of the application for bid documents, OLF will organize a pre-bid conference so as to explain technical details of the items on the tender. The pre-bid conference is open to all prospective vendors, but participation therein is not a mandatory condition for applying for the bid documents.
48. Ranking shall be decided after calculating the landed price up to OLF, Dehradun taking different factors for calculation e.g. in case of foreign vendor end user price - exchange rate on the opening of price bid as reported by SBI, freight charges, LC charges, Custom duty and other handling charges etc. and in case of indigenous supplier - tax & govt. levies and freight/carriage. Exchange rate prevailing on the date of opening of price bid as reported by State Bank of India (SBI) will be used to determine the rank.
49. **Though both the bids (technical and commercial) are to be submitted electronically but following documents to be submitted with bids in hard copies on or before technical bids opening date and time:**
 1. Tender Fees
 2. EMD (If applicable)
 3. Technical bid duly signed and stamped each and every page.
 4. Price/Commercial bids in sealed envelope
 5. Compliance Statement
 6. Bidders experience as per Para 29.
 7. Details for financial capability- ascertained by the turnover in the last five years.
 8. Copy of valid license from their respective government for manufacturing Gyro Motors in case of foreign suppliers.
 9. An undertaking from the firms that they will not be part of cartel with other vendors and will quote competitive rates in the tenders.
 10. VRRF

General Manager, OPTO Electronics Factory, Dehradun reserves the right to accept or reject any or all the applications without assigning any reason thereof.

GENERAL MANAGER/OLF