



ऑप्टो इलेक्ट्रॉनिक्स फैक्टरी
आयुध निर्माणी बोर्ड की इकाई
भारत सरकार, रक्षा मंत्रालय
रायपुर, देहरादून-248 008 (उत्तराखण्ड)
Opto Electronics Factory

A Unit of Ordnance Factory Board
Government of India, Ministry of Defence
Raipur, Dehradun – 248 008 (Uttarakhand)

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सभी पत्राचार महाप्रबंधक के नाम से करें, किसी अधिकारी के नाम से नहीं।

All correspondence to be addressed to the General Manager & not to any Officer by name.

OPEN TENDER NOTICE
THROUGH e-PROCUREMENT

No. OLF/MM-2/T-1706041680 dated 04-11-2016

On behalf of President of India, General Manager, OPTO Electronics Factory, Raipur, Dehradun-248 008 (Uttarakhand) INDIA, invites electronic offers in 02 bid system (i.e. Technical & Commercial bids separately) from **reputed OEM/Manufacturer** of the items as per below mentioned details:

SL. NO	LF NO.	NOMENCLATURE	QTY. (NOS)	EMD (₹)
1	2612827411	POLISHING ON MOULDS OF GERMANIUM WINDOW (DRG. NO. OPT/MISC/476 M1) AS PER DRG. NO. OPT/MISC/514 EXCEPT COATING OPERATION. MOULD OF GERMANIUM WINDOW TO DRG. NO. OPT/MISC/476 M1 WILL BE SUPPLIED BY OLF.	50	₹ 5,97,543.00

Since this is an e-tendering therefore tender fee/cost of documents is not applicable.

Important dates for the tender are as under:-

- Electronic bid submission (Tech. and Price) date and Time : 04-12-2017 till 1400 hrs.
- Electronic bid opening (Technical Bids) date and time : 04-12-2017 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. Vendors should upload their technical and commercial offers online.

NOTE:

- 1) Firm has to supply Quality Conformance Certificate) QCC) with each supplied lot alongwith Guarantee /Warranty Certificate (GC/WC).
- 3) 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

GENERAL TERMS & CONDITIONS OF TENDER ENQUIRY

1. Items: As per schedule.
2. **Delivery within 03 months/90 days from the date of issue of Germanium Moulds after placement of supply order. (a) The Germanium Moulds shall be supplied by OLF against bank guarantee. (b) Germanium Window as per Drg. № OPT/MISC/476 M1 will be supplied by OLF for the Polishing as per relevant specifications. Vendors have to collect the Germanium Moulds/Window from OLF at their own cost and return back after the Polishing. Maximum time allowed for this purpose will be 90 Days. (c) Initially the polishing will be got in two batches of 25 Nos. each. The firm will have to submit *SECURITY DEPOSIT* in the form of bank guarantee as per the specimen equal to the cost of GE windows (around ₹ 2,92,050.00 per piece) to be issued to the firm by OLF. Security deposit should be in favour of The General Manager, Opto Electronics Factory, Raipur, Dehradun.**
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) Normally inspection at OLF will be given preference and while evaluating the quotation this aspect will be taken into account.
 - (c) Firm should supply a test certificate from authorized reputed agency wherever specifically asked for otherwise a certificate along with a firm's internal inspection report should be supplied along with the stores.
6. **Reputed OEM/Manufacturer shall be allowed to participate in this tender Enquiry.**
7. PAYMENT (IN ORDER OF PREFERENCE):
 - (a) 100% Payment will be made within 30 days on receipt of acceptable stores inside the factory.
 - (b) Offers with spot payment condition may be ignored.
 - (c) Payments terms by documents through Bank shall not be accepted, but shall be treated as 100% normal as (a) above.
8. Offer should conform to our terms & conditions and specification otherwise the offer will be ignored. Non specified terms for any charges or rates will not be accepted.
9. **VALIDITY OF QUOTATION:** Minimum **180 days** from the date of opening of tender, offers having short validity may be ignored.
10. **(A) Arbitration Clause: for Indigenous Private bidders:**

All disputes & differences arising out of or in any way touching or concerning this agreement (except these 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.

11. **EARNEST MONEY DEPOSIT (EMD):** EMD is applicable in all the tenders of value more than 2 lakh. Bidders are required to submit Earnest Money Deposit (EMD) **for amount of ₹ 5,97,543.00 alongwith the technical bid.** The EMD should be in favour of General Manager and may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD in the form of Cash or Cheque will not be accepted. EMD is normally to remain valid for a period of forty-five days beyond the final bid validity period.

EMDs of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidders shall be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.

The earnest money will be liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of his tender. No separate order is required for forfeiture of EMD which follows on default and should be credited at once to the Government Account.

Exemption for submission of EMD may be granted to 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. Proof of registration is required.

12. The terms & conditions contained in the form DGS&D-68 (Revised) excluding clause 24 thereof 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.

13. **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.

14. **TENDER FEE/COST OF BID DOCUMENTS:**
In e-procurement Tender, fee will be exempted, if tender documents are downloadable. However, related documents like drawings, specification etc. are required by vendor/tenderer in hard copy, tender fee is to be submitted in the form of Indian Postal Order (IPO) or crossed Demand Draft (DD) payable in favour of The General Manger, OPTO Electronics Factory, Raipur, Dehradun – 248 008 (UK) – INDIA for the amount as mentioned in tender enquiry.

15. 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. In case there is some change in Govt. Taxes within delivery period of order, same will be acceptable. **Please note that no Government tax exemption form shall be provided.**
16. **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.
17. **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.
18. **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.

19. **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.
20. Indian firm should quote preferably in ₹ (INDIAN NATIONAL RUPEE) only.
21. 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>.
22. 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.

23. **ELIGIBILITY:**

As per OFB Proc. Manual 4.6.1.1(a) OEMs/Manufactures shall only be allowed to participate in this Tender Enquiry. Traders/dealers are not allowed to participate and will be rejected. As regards unregistered firms participating in OTE in two bid systems, 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. In case of OEM/Manufacturer, firms should register with OFB for the manufacture/supply of the tendered goods/services and would be eligible to bid. The capacity verification may be done during technical evaluation before opening of the price bid. In case firm becomes fail during capacity verification, firm's bid will not be acceptable.

Firm will be rejected if the information is not furnished or if firm's capacity/capability is not found suitable.

24. **BIDDERS EXPERIENCE:**

Information of past supply of such item 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 item	Supply Order Nos. and date along with copy of Supply Orders	Value of Supply Orders/Contracts
1	2	3	4	5

25. **EVALUATION OF TENDER:**

Tender will be evaluated as per guidelines given in OFB Procurement Manual'2010 and subsequent amendment time to time, copy of which can be downloaded from OFB's website <http://ofb.gov.in>. Firm to submit their offer indicating each components i.e. basic price, Govt. Taxes (GST), freight, packing and forwarding charges etc. separately. Evaluation criteria for determining lowest offer will be basic price excluding Govt. Taxes on final product, as quoted by bidders. Price quoted inclusive of tax will be considered basic price only.

26. **ONLINE VENDORS REGISTRATION: (For Indigenous vendors/suppliers):**

Vendors are required to submit duly filled Vendor Registration Request Form (VRRF) through online system at <http://ofbindia.gov.in> under the link "ONLINE VENDOR REGISTRTION" against the advertisement published for tender, to assess their capabilities 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 the same item repeat for the 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.

27. **INTERFACTORY ACCEPTABILITY OF REGISTRATION:**
Firm registered with any factory under OFB/establishment may be considered as a registered firm for the purpose of procurement by other factory under OFB/establishment for the same range of products/goods/services for which the firm is registered with any of the aforesaid organization.
28. **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.
29. **WARRANTY:**
- a) The following Warranty will form part of the contract placed on the successful Bidder:
 - i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.
 - ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
 - iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.
 - iv) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.
30. **OPTION AND REPEAT ORDER 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:**

The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognized first class Bank in favour of **Principal Controller of Accounts (Fys), Kolkata-700 001** to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions equal to 10% (ten percent) of the total value of this contract i.e. for US\$_____ (US Dollars (in words) _____only) on non-judicial stamp paper 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.

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.

Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the date of completion of contractual obligation, including warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller.

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.

32. **DISTRIBUTION OF QUANTITY INTO 60:40 RATIO:**

Since the present tender enquiry is not a source development tender enquiry, therefore this clause is not applicable.

33. **PRE-CONTRACT INTEGRITY PACT:**

As per CVC and MoD directives and Integrity Pact is to be implemented for the value ₹ 5 crores and above with immediate effect. The bidder has to sign Integrity Pact for all procurement cases (i.e Stores, P&M and CW cases) valuing above Rs. 5 Cr in each case. Estimated Cost/Cost of procurement will be arrived at considering all elements of cost including Taxes & Duties etc on INCO Terms basis irrespective of mode of procurement including Option/Repeat Order Clause.

34. Firms should desist from forming cartel as the practice is prohibited under section 3(3) (a) & (d) of the Competition Act 2002.

35. 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.

36. Firm has to give staggered supply after receipt of Purchase Order if mentioned and has to get sample approved before bulk supply.

37. **Firm has to agree for supply of Quality Conformance Certificate (QCC) with each supplied lot alongwith Guarantee/Warranty Certificate (GC/WC) otherwise they are not eligible to participate.**
38. Firm's offer may be rejected, if found that firm is already overloaded with orders beyond/equal to his capacity.
39. **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. EMD (If applicable)
 2. Technical bid duly signed and stamped each and every page.
 3. Compliance Statement
 4. Technical Compliance
 5. Blank Price Bid format
 6. Bidders experience as per Para 23.
 7. Documentary proof ascertaining that manufacturer is having all the requisite facilities including Plant and Machinery.
 8. Documentary proof in order to prove capability and capacity.
 9. Addresses of headquarter (both office and manufacturing plant).
 10. An undertaking from the firms that they will not be part of cartel with other vendors and will quote competitive rates in the tenders.

GENERAL MANAGER/OLF
