

GLOBAL TENDER NOTICE OPTO ELECTRONICS FACTORY

(UNDER ORDNANCE FACTORY BOARD)
GOVERNMENT OF INDIA, MINISTRY OF DEFENCE
RAIPUR, DEHRADUN – 248 008 (Uttrakhand)

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

No. OLF/MM-2/T-1106042890 dated 16-02-2012

Tender Description: BODY ASSEMBLIES

On behalf of President of India, General Manager, OPTO Electronics Factory, Raipur, Dehradun-248 008 (Uttrakhand) INDIA, invites applications for purchase of tender documents (**to be submitted in 02 bid system**) from reputed Manufacturer/Trader/Dealers of the item shown below.

S. No.	Nomenclature of material	Qty. Nos.
1	7420116008 BODY ASSEMBLY TO DRG. NO. BL6.115.322	100
2	9927097457 BODY TO DRG. NO. BL6.110.088	100
3	9927098607 BODY (CASTING+MACHINED) TO DRG. NO. BL8.021.302	100
4	9927098609 FRAME FOR ZYRO-STABILIZER TO DRG. NO. BL6.122.607	100

COST OF BID DOCUMENT & EMD:

COST OF B	ID DOCUMENTS	EARNEST MONEY DEPOSIT (EMD)	
(To be submitt	ted with application)	(To be submitted with application)	
INDIAN RUPEES	USD	INDIAN RUPEES	USD
INR 500/-	Convertible amount	INR 389451.00	Convertible amount
TENDER FEE		INR 250 or equally convertible currency	

Important dates for the tender are as under:-

a. The bid documents are available for purchase up to

: 23-04-2012 up to 1200 hrs.

b. Bid submission (Tech. and Price) date and Time

: 23-04-2012 till 1500 hrs.

c. Bid opening (Tech. Bid) date and time

: 23-04-2012 at 1500 hrs.

d. Price Bid opening date will be intimated in due course.

All other relevant details, terms and conditions etc. are available on website www.tenders.gov.in which can be accessed by entering "Tender Description" as shown above in the "Search" facility given at the home page of the website or can be asked through email olf.ofb@nic.in. Any amendment/corrigendum to this GTE shall be issued on the website only.

A) <u>SPECIFIC TERMS & CONDITIONS:</u> (For Indian/Indigenous vendors/suppliers)

1.0 Vendors are required to submit duly filled Vendor registration request form (VRRF) with the technical bid to prove their capability and capacity, failing which the bid of the firm will not be considered. VRRF form can be down loaded from website http://ofbindia.gov.in (under policies). However, the Vendors who are already registered with any of the ordnance factories for similar items 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.

2.0 The firm must indicate its status as Manufacturer or Trader/Dealer in the application along with authorization letter from their OEM authorizing the bidder to sell on his behalf. The trader/Dealer must indicate their likely source of supply i.e. the OEM properly along with details of infrastructure available with the OEM.

(For Foreign vendors/suppliers)

3.0 The firm must indicate its status as Manufacturer or Trader/Dealer in the application along with authorization letter from their OEM authorizing the bidder to sell on his behalf. Also, if required, foreign vendors will take clearance from concerned Govt./Govt. agencies. The trader/Dealer must indicate their likely source of supply i.e. the OEM properly along with details of infrastructure available with the OEM.

B) **GENERAL TERMS & CONDITIONS:**

- 1.0 The firm will submit crossed Demand Draft (Non-refundable) payable in favor of The General Manager, OPTO ELECTRONICS FACTORY, Raipur, Dehradun 248 008 (Uttrakhand) INDIA towards cost of drawing. Please indicate name & address of the bank and account number on request letter.
- 2.0 Bidders are required to furnish EMD of amount specified above **along with the TECHNICAL BID**, in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheques, Bank Guarantee (BG) from any of the Scheduled Commercial Banks valid for a period of 06 (six) months from the date of issue, payable to the General Manager, OPTO ELECTRONICS FACTORY, Raipur, Dehradun 248 008 (UK) 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. Firms who are registered with any Ordnance Factories/DGS&D/NSIC for the same item/process/technology are exempted from payment of EMD. Organizations like KVIC/NSIC who are treated as registered suppliers against DGS&D contracts on the prescribed norms are also exempted from furnishing EMD.
- 3.0 The offers from the bidders' should be submitted in Two bids i.e. Technical and Commercial (Financial) bids separately in two separately sealed envelopes. Technical bid consisting of all technical details & commercial terms & conditions and Financial bid indicating item-wise price for the item mentioned in the technical bid and all other commercial terms and conditions. The validity of the offers should not be less than 120 days from the date of opening of bids. Hard copies of technical bid and commercial bid duly signed and stamped alongwith tender fees and EMD (if applicable) should reach this office on or before the technical bids opening date and time.
- 4.0 Price bid will be opened of only those vendors whose technical bid found acceptable.
- Non-transferable Bid documents shall be sent by Post to all those, whose application along with cost of bid are received on or before due date. The Bid Documents can be obtained "BY HAND" also by submitting duly completed application for the same. The firm must ensure timely submission of the bids on its due date & time by its own means as OLF will not be responsible for any postal delay.

- 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, freight charges, LC charges, Custom duty and other handling charges etc. and in case of indigenous supplier tax & govt. levies and freight/carriage etc. No Custom Duty Exemption Certificate shall be provided by OLF to any Indian/Indigenous suppliers.
- 7.0 The L1 firm of the above item is required to supply the items within 90 days from the date of placement of supply order or opening of Letter of Credit, as the case may be, along with GC/WC, Quality Conformance Certificate, Inspection Certificate, and Country of Origin Certificate etc. The result of tests conducted as per specification should be tabulated and such of destructive tests like humidity test etc. which effect 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.
- 8.0 **Supply should be of current manufacturing**. The firm shall warranty the stores to be free of defects in materials and workmanship within the drg./specification on each item for a usage period of 12 (Twelve) months from the date of receipt of stores by OLF. If during this period any of the stores are found defective, the same shall be replaced by the Supplier immediately, free of cost at the consignee's depot inclusive of all freight and handling charges. Consignee shall have a right to recover these charges from any payment due to the Contractor under any valid Contract.

9.0 PERFORMANCE SECURITY / SECURITY DEPOSIT:

Performance Security deposit 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 prescribed format in the name of The General Manager, OPTO Electronics Factory, Raipur, Dehradun within thirty days from the date of contract. At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. The performance security deposit 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, performance security is payable by the supplier at the rate of 10% of the contract value. PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty.

Failure to submit performance security may entail cancellation of contract and EMD will be forfeited for unregistered firms whereas in case of others the concerned registering agency will be informed for appropriate action. Performance Security will be forfeited and credited to the Govt. in the event of breach of contract.

The BG is returned to the supplier on successful completion of all his obligations 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 BG 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.

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

- 11.0 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 tenderd 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.
- 12.0 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.
- 13.0 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.
- 14.0 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.
- 15.0 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.
- 16.0 This office reserves the option to enhance the ordered quantity further up to 50% during pendency of the contract on existing terms and conditions.
- 17.0 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