Subject: Single bid Manual tender for Supply of NA Spares for DGPS-1 & DGPS-2 for ICGS Sachet.

## 1.Description & scope of supply: -as under

SI.No	Description of Work / Item(s)	Qty	Unit	Currency	Delivery Schedule
1	MGL-5 DGNS Antenna	1	NOS	INR	Within 01 week from order placement date.

2. PRICES: To be quoted in the Price Rate sheet as attached at Annexure A.

**3. VALIDITY OF BID:** 30 days from tender closing date.

- 4. **BID REJECTION CRITERIA:** Following bids shall be categorically rejected:
- 4.1. Offers not meeting tender technical specification.

### 5. QUALIFICATION CRITERIA: NA

#### 6. SUBMISSION & OPENING OF OFFERS IN SINGLE BID SYSTEM:

6.1. Bidders should quote their prices as per enclosed Rate sheet.

6.2. Offers should be either deposited in the tender box or via email to <u>vrkorde@mazdock.com</u> on or before **09.02.2024**, **16:00 Hrs.** 

6.3. Bidders who wish to remain present during tender opening should nominate one person along with authorization letter on their company's letterhead mentioning the name and designation of the authorized person to remain present at the time of opening the bid.

#### 7. PRICING:

7.1. The prices shall remain firm & fixed during the currency of contract.

7.2. MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Contract.

#### **8. TERMS OF PAYMENT:**

Payment of 100% of the value of the supplies against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount levy able towards liquidated damages, if any plus 100% taxes, duties etc. as applicable on production receipt and acceptance at MDL within 15 days through RTGS/NEFT on submission of Set of one original + two photo copies of signed Tax Invoice along with Delivery Challan, Guarantee / Warrantee certificate to be submitted to Receipts Sections adjacent to ARS punching station of South Yard.

Against Part Supply Part Payment is applicable.

#### 9.TAXES:

The rates quoted in the Price Bid Rate Sheet should exclude GST. Bidder should indicate GST, along with HSN/SAC code, as applicable separately in the same Price Bid sheet, which will be paid extra based on tax invoice to the extent applicable. Bidder should submit their copy of GST No along with bid.

#### **10. GUARANTEE / WARRANTY:**

(a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of **6 months** from date of receipt in MDL.

(b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.

(c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.

(d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

**11. LIQUIDATED DAMAGES:** Time is the essence of Contract/Order. In cases of delay(s) not attributable to MDL beyond the agreed schedule, the supplier shall pay liquidated damages, a sum of 0.5% (half per cent) per week or part thereof, of the delayed work subject to maximum of 5% of value of delayed supply.

### 12. Land Border:

a) This clause is applicable from a country which shares a land border with India" for the purpose of this Order means: -

i) An entity incorporated, established or registered in such a country; or

ii) A subsidiary of an entity incorporated, established or registered in such a country; or

iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or

iv) An entity whose beneficial owner is situated in such a country; or

v) An Indian (or other) agent of such an entity; or

vi) A natural person who is a citizen of such a country; or

vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

b) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.

c) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019-PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.

### **13. MDL RESERVES THE RIGHT TO:**

14.1 Accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you.

14.2 Consider placement of order in part or in full against the tendered quantity.

14.3 MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders/orders without assigning any reason.

**14.** We look forward to receive your most competitive and reasonable offer against this tender.

## Mazagon Dock Shipbuilders Limited.

## Manager (Refit Commercial)

#### **Enclosure:**

Annexure-A-Rate sheet. Annexure-B-Compliance Certificate w.r.t. Land Border Clause

## ANNEXURE- A PRICE RATE SHEET

SI No.	Description	Qty	Unit Rate	GST %	HSN Code	Total Without Taxes	Total With Taxes
1	MGL-5 DGNS Antenna	1					
Grand Total (Rs.)							

Important Note: You are requested to send the competitive quote.

**Confirmation by bidder:** We confirm acceptance of all the tender terms & conditions and General Condition of Contract uploaded on MDL website.

Date:

(Signature of Authorized Signatory)

(Name of authorized signatory & designation) Name of the company & company's seal

Place:

#### **ANNEXURE- B**

## Format for Compliance Certificate w.r.t. Land Border Clause

# Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

#### **DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, do hereby declare, in my capacity a of M/s <i>entity</i> ), that:	5						
1) The facts contained herein are within my own personal knowledge.							
2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order							
3) I certify that M/s <i>is not from such a country or, is from such a country (strike out whichever is not applicable.</i> I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]							
4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s							
AUTHORISED SIGNATURE:	DA	\TE:					
Seal / Stamp of Bidder							