

**SUPPLY OF CHEMICALS/ STANDARDS,
GLASS WARES AND PLASTIC WARES
UNDER RATE CONTRACT**

**NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT
Ministry of Environment, Forests and Climate Change (MoEF & CC)
ANNA UNIVERSITY CAMPUS,
CHENNAI- 600025, TAMILNADU**

NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), CHENNAI

[Ministry of Environment, Forests and Climate Change (MoEF & CC)]

ANNA UNIVERSITY CAMPUS, CHENNAI- 600025, TAMILNADU

No. 2019/G/NCSCM/IOC/023

Date: 01-08-2019

PERIOD OF AVAILABILITY OF BIDDING DOCUMENT

: FROM 01-08-2019

TO 31-08-2019

DATE AND TIME OF PRE-BID MEETING

: 01-08-2019 11.30 A.M.

LAST DATE AND TIME FOR RECEIPT OF BIDS

: 02-09-2019 11.00 A.M.

DATE AND TIME OF OPENING OF BIDS



: 02-09-2019 11.30 A.M.

PLACE OF OPENING OF BIDS

: National Centre for Sustainable Coastal Management, Anna University Campus, Chennai-600025 Tamilnadu, India
Phone: 91 44 22300108, 22200159, 22203408
Fax: 91 44 2220 0158



OFFICER INVITING BIDS

: The Director, National Centre for Sustainable Coastal Management, Anna University Campus Chennai-600025 Tamilnadu, India
Phone: 914422300108, 22200159, 22203408
Fax: 91 44 2220 0158


Director, NCSCM


**NOTICE INVITING TENDER FOR SUPPLY OF CHEMICALS / STANDARDS,
GLASS WARES AND PLASTIC WARES UNDER RATE CONTRACT**

National Centre for Sustainable Coastal Management (NCSCM), Chennai invites sealed bids from different Manufacturers/ Authorized Distributors having GST registration for **Supply of Chemicals/ Standards, Glass Wares and Plastic Wares** to the Head Office of National Centre for Sustainable Coastal Management (NCSCM), Chennai. The bid document with all information relating to the bidding process such as Eligibility Criteria, Terms & Conditions, etc. are available on the website www.ncscm.res.in, which has to be downloaded for use. **A Pre-Bid Meeting will be held in the Conference Hall of NCSCM, Chennai on 14-08-2019 at 11 A.M.** Interested parties may submit their bids super-scribing as **“Tender for Supply of Chemicals/ Standards, Glass Wares and Plastic Wares in reference to Advertisement No.2019/G/NCSCM/023 dt.01/08/2019”** to the undersigned, which should reach on or before **11 A.M. of 02-09-2019** positively and the same will be opened at **11.30 A.M. on the same day** by a Committee in presence of the Participants, who wish to attend the Bid Opening Meeting. The undersigned reserves the right to reject any or all the bids without assigning any reason thereof.


Director, NCSCM 18/19


**TERMS AND CONDITIONS FOR SUPPLY OF CHEMICALS/ STANDARDS, GLASS
WARES AND PLASTIC WARES UNDER RATE CONTRACT**

4. **Availability of bid document:** The prospective bidders have to download the complete sets of the bid documents from the website **www.ncscm.res.in** and submit the same to NCSCM.
2. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the office notice board of NCSCM or download from the website **www.ncscm.res.in** before last date & time of submitting the bids.
3. The bids should reach the office of the NCSCM, Chennai by **11 A.M. of 02-09-2019** and the bids will be opened at **11.30 A.M. on the same day**. In case this date happens to be a holiday for NCSCM, Chennai, the bids will be received and opened on the immediate next working day at the same designated time & place.
4. Bidders may be present in person or through their representative (s) during the opening of bids at **11.30 A.M. on 02-09-2019**
5. The financial bids of those bidders shall be opened who will qualify in the technical bids.
6. **Bid Price:**
 - a) The bids shall be submitted under two bid system i.e. Technical Bid & Financial Bid. The Financial Bid shall contain only the Price Bid along with the latest printed price list/ catalogue and the Technical Bid shall contain all other documents as per the tender terms except Price Format. **The Technical Bids & Financial Bids should be covered in two separate envelopes clearly writing on the top of the envelopes as Technical Bid & Financial Bid respectively and these two bids shall be covered in a big envelop writing on the top of that "Tender for Supply of Chemicals/ Standards, Glass Wares and Plastic Wares in reference to Advertisement No.2019/G/NCSCM/IOC/023 dt:01/08/2019**
 - b) The brands along with the price format are placed at **Annexure-I**, which should be filled up and submitted.
 - c) The quoted rates should include all duties & taxes and the bidder's cost towards insurance, packing & forwarding and delivery at NCSCM, Chennai.



- d) The Bidders have to submit the latest printed price list/ catalogue along with the Financial Bid. **No tampering/ stickering/ correction/ over-writing should have been done on the prices in the price list/ catalogue.**
 - e) The Bidders have to mention the point no./ para no. & page no. of the price list/ catalogue where the item is listed.
 - f) **The prices quoted shall remain unchanged during the duration of contract.**
 - g) However, during the duration of contract, if the market price of any item is found to be lower than the contract price, the agency shall supply the item as per the market price, failing which the NCSCM, Chennai reserves the right to procure the items from open market.
7. Bids shall remain valid for a period not less than **120 days** after the last date of submission specified in the bid document.
8. Notwithstanding the above, the Purchaser reserves the right to accept or reject any or all bids and to cancel the bidding process at any time prior to the issue of Purchase Order.
9. Purchase Orders will be placed in a phased manner as per the requirement within the contract period.


10. Performance Security:

- a) The successful Bidder will have to submit Performance Security for **Rs.10,000/- (Rupees Ten Thousand)** only in shape of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in favour of **National Centre for Sustainable Coastal Management**, payable at **Chennai**.
- b) The Performance Security of the successful Bidder will be returned to the Bidder without interest within 60 days of successful completion of the contract.

11. Eligibility Criteria

The Bidders must fulfill the following eligibility criteria to participate in the bidding process -

- a) Must be having rate contracts for the similar items with at least three Government/ Semi-Government Organizations/ Public Sector Undertakings/ CSIR Labs./ ICMR Labs./ ICAR Labs./ IIT Labs./ Central Universities/ DRDOs/ CFTI during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.



(Self-attested copies of Purchase Orders/ Completion Certificates/ Performance Certificates received from Government/ Semi-Government Organizations/ Public Sector Undertakings/ CSIR Labs./ ICMR Labs./ ICAR Labs./ IIT Labs./ Central Universities/ DRDOs/ CFTI during last three years i.e. 2016-17, 2017-18 & 2018-19 to be furnished along with information in Annexure-III.)

- b) Must have an Average Annual Turnover of minimum Rs.25 Lakh during the last 3 Financial Years i.e. 2015-16, 2016-17 & 2017-18 or 2016-17, 2017-18 & 2018-19.

(Self-attested Turnover Certificate in original issued by a Chartered Accountant for last three years i.e. 2015-16, 2016-17 & 2017-18 or 2016-17, 2017-18 & 2018-19 as in Annexure-IV to be furnished. Provisional turnover shall not be considered.)

Apart from above, the Bidders shall also furnish the following documents-

- One copy of this bid document duly signed by the bidder
- Checklist in **Annexure-II**
- Self-attested copy of Certificate of Incorporation/ Registration/ Partnership Deed, etc.
- Self-attested copy of PAN Card
- Self-attested copy of GST Registration Certificate.
- Price Bid as per **Annexure-I**
- Self-attested copy of Manufacturer's Offer Form [if the Bidder is the Original Equipment Manufacturer (OEM)] in **Annexure-V**
- Self-attested copy of Manufacturer's Authorization Form in **Annexure-VI** or Dealership Certificate (if the Bidder is an authorized Distributor/ Dealer, preferably located in Chennai)
- Declaration in Rs.100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority as per **Annexure-VII**

12. Evaluation and Selection

- a) The bids shall be evaluated in two stages i.e. (1) evaluation of technical bids and (2) evaluation of financial bids.
- b) The financial bids shall be opened of those bidders who will qualify in the technical evaluation.

- c) Financial bids shall be opened in the presence of the technically qualified bidders/ their representatives having authorization of the bidders in the address given below –

O/o National Centre for Sustainable Coastal Management
Anna University Campus, Chennai - 600025

Date & Time of opening of financial bids shall be communicated to the technically qualified bidders.

- d) For evaluation, Price excluding GST shall be taken into consideration.
(Column '8' of Annexure-I: Financial Bid).

13. Award of Contract:

- 13.1 Contract shall be awarded item-wise to the bidders whose bids will be determined to be substantially responsive and who have quoted the lowest rates for those items.
- 13.2 In case more than one technically qualified firm quote the same lowest price for an item, all such firms shall be empanelled for that particular item. However, NCSCM, Chennai will select the firm and place Purchase Order accordingly at its own discretion at the time of requirement.
- 13.3 Any effort by a bidder to influence the purchaser in its decision on bid evaluation or placement of purchase order may result in rejection of the bidder's offer.

14. Payment:

- 14.1 Payment shall be made on monthly basis after completion of full supply as per Purchase Order (s) placed with the agency during that month.
- 14.2 In case any defect is noticed while using the items, the same will be replaced by the supplier immediately and no payment will be made for the defective items.

15. Penalty:

- 15.1 Supply should be made within 15 days from the date of issue of a particular Purchase Order, failing which, Liquidated Damage will be charged @ 1% per week or part thereof on the value of the delayed goods, subject to a maximum of 4% of Purchase Order value, which will be deducted from the payment due.



15.2 If the successful bidder fails to execute the order (all items of the Purchase Order) within 45 days of issue of a Purchase Order, the Performance Security of the bidder will be forfeited.

16. Termination:

NCSCM, Chennai shall have the discretion to terminate the contract at any time by giving 30 days' notice whereupon the agency will immediately cease the provision of the services and submit a bill for the items already supplied as per order/ s up to the date of termination.

17. Discretion of Authority:

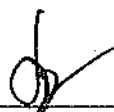
NCSCM, Chennai reserves the right:

- a) To reject the entire tender, without assigning any reason.
- b) To cancel the purchase order in the event of unsatisfactory supply/ delay in supply of materials/ supply of inferior goods or non-observance of the relevant clauses of the bid document.
- c) To reject the item under rate contract if it comes to the notice of authority that the vendor has reduced the sale price, has sold or has offered to sell the same or similar item to any person or organization including Department of Central/State Government or any central/state PSU at a price lower than the price chargeable under the contract with NCSCM, Chennai.

18. Settlement of Disputes

18.1 NCSCM, Chennai and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

18.2 If, after thirty (30) days, the parties fail to resolve their disputes or differences by such mutual consultation, then NCSCM, Chennai or the supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator, in accordance with Arbitration and Conciliation Act, 1996 and 2015 amendments. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.



FINANCIAL BID

Price Format

Sl. No.	Category	Manufacturer/ Brand	Name of the Item	Unit	Quoted (MRP/ Listed Price)	Unit Rate (Rs.)	Discount on Unit Rate (%)	% of GST
1	2	3	4	5	6	7	8	9
1.	Chemicals/ Standards	Merck / Sigma/ Finar/ Thermo / Thermofisher/ Himedia / Rankem / Loba						
2.	Glass Ware	Borosil/ Glassco/ Schoot Duran/ Vensil						
3.	Plastic Ware	Tarsons/Axygen/Glassco/ EPPendorf						

We agree to supply the above items as per specification for a period of one year from the date of signing of contract with the prices mentioned above and the prices will be remained unchanged for a period of one year. In case the market price of any item is more than the above quoted price, we undertake to supply the item as per the market rate.

Date:

Place:

Seal with Signature of the Bidder



Annexure-II

CHECKLIST

Sl. No.	Name of Document	Submitted (Yes/ No)	Page No.
1.	Self-attested copy of Certificate of Incorporation/ Registration/ Partnership Deed, etc.		
2.	Self-attested copy of GST Registration Certificate		
3.	Self-attested copy of PAN Card		
4.	Price Sheet as per price format in Annexure-I		
5.	Self-attested copies of Purchase Orders/ Completion Certificates/ Performance Certificates received from Government/ Semi-Government Organizations/ Public Sector Undertakings/ CSIR Labs./ ICMR Labs./ ICAR Labs./ IIT Labs./ Central Universities/ DRDOs/ CFTI during last three years i.e. 2016-17, 2017-18 & 2018-19		
6.	Past Performance Statement in Annexure-III		
7.	Self-attested Turnover Certificate (original) for F.Y.s 2015-16, 2016-17 & 2017-18 or 2016-17, 2017-18 & 2018-19 in Annexure-IV		
8.	Self-attested copy of Manufacturer's Offer Form [if the Bidder is the Original Equipment Manufacturer (OEM)] in Annexure-V		
9.	Self-attested copy of Manufacturer's Authorization Form in Annexure-VI or Dealership Certificate (if the Bidder is an authorized Distributor/ Dealer)		
10.	Declaration in Rs.100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority in Annexure-VII		

Seal with Signature of the Bidder



Annexure-III

Format for submission of past performance during last 3 years i.e. 2016-17, 2017-18 & 2018-19

Sl. No.	Name of the Organization	Year	Contract No. with Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Date:

Place:



Signature of the bidder

Name and Address of the Bidder

Annexure-IV

TURNOVER CERTIFICATE

I hereby certify that M/s. _____ (Name & address _____)

is having the following annual turnover and the statement is true and correct -

Sl. No.	Financial Year	Turnover
1.	2015-16/ 2016-17*	Rs. (Rupees only)
2.	2016-17/ 2017-18*	Rs. (Rupees only)
3.	2017-18/ 2018-19*	Rs. (Rupees only)

* Strike out which is not applicable.

Signature of the Bidder:

Date:

Signature of Auditor/ Chartered Accountant

Membership No.:

Seal:



MANUFACTURER'S OFFER FORM

(To be furnished in Cover "A" - Technical Bid)

[To be submitted by the Manufacturer in case the bidder is the Manufacturer (OEM)]

No.

Dated:

To
The Director
National Centre for Sustainable Coastal Management (NCSCM)
Chennai

Dear Sir,

Bid Reference NoXXX dt.xx.06.2019

Name of the Item:

1. We (name of the OEM) declare that we are the original manufacturers of the above item having registered office at(full address with telephone number/ fax number, e-mail ID and website), and having factories at _____.

2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid.

3. We hereby declare that we are willing to provide guarantee/ warranty and after sales service during the period of warranty as per the above bid.

4. We also hereby declare that we have the capacity to manufacture and supply the quantity of the items bided within the stipulated time.

(Name)

Date: for and on behalf of M/s. _____

Place: (Name of Manufacturer)

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

_____ { 13 } _____

MANUFACTURER'S AUTHORIZATION FORM

(To be furnished in Cover "A" - Technical Bid)

(to be submitted by the authorized Distributor/ Dealer in case the bidder is the authorized Distributor/ Dealer of OEM)

No.

Date:

The Director
National Centre for Sustainable Coastal Management (NCSCM)
Chennai

Dear Sir,

Bid Reference Noxx dt.xx.06.2019

Name of the Item:

1. We (name of the OEM) are the original manufacturers of the above item having registered office at (full address with telephone number/ fax number, email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit bids and subsequently negotiate and sign the contract with you against the above bid no.
2. No company or firm or individual other than M/s. _____ is authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid.
3. We also hereby undertake to provide full guarantee/ warranty as agreed by the bidder in the event the bidder is changed as the dealer or the bidder fails to provide satisfactory after sales and service during such period of warranty.
4. We also hereby declare that we have the capacity to manufacture and supply the quantity of the items bided within the stipulated time.

Date: _____ (Name)
Place: _____ for and on behalf of M/s. _____
(Name of Manufacturer)

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Declaration

To
The Director
National Centre for Sustainable Coastal Management
Chennai

I/We _____ have carefully read the tender document and confirm my/ our eligibility as required. I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/ administrative/ techno-legal ground by any appropriate authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

Currently running criminal/civil suits against my/ our firm are:

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

Signature of the bidder with seal


NOTE: To be given in Rs.100/- stamp paper.



1. A Contract made on day of (Month), 2019 BETWEEN **National Centre for Sustainable Coastal Management (NCSCM)**, Anna University Campus, Chennai-6000025, Tamilnadu (hereinafter called "**1st Party**") of the one part AND (**Name & Address of the Supplier**) (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by NCSCM through an open tender issued vide Reference No.2019/G/NCSCM/IOC/023 dt:01/08/2019, and accordingly the letter of award was issued vide No.xxxxxxxxxxxx dated xx.xx.2019 inviting to execute the contract.
3. And whereas the 2nd Party agreed to **supply Chemicals/ Standards, Glass Wares and Plastic Wares** to NCSCM, Chennai, as per the provisions in the bid document.
4. And whereas the 2nd Party has deposited the Performance Security of **Rs.10,000/- (Rupees Ten Thousand)** only vide DD No. xxxxxxxxxxxxxx dt.xx.07.2019 of _____(Name of Bank and Branch).
5. The period of contract is for one year from the date of signing of contract.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

6. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) Financial Bid submitted by the bidder;
 - b) Submissions and Declarations as part of the bid submitted; and
 - c) Purchaser's Notification of Award.
7. In consideration of the payments at the rates as mentioned in **Annexure I**, to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed Services in all respects as per the provisions of this contract.
8. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may



become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

9. Any legal dispute arising out of this is subject to Chennai jurisdiction only.

10. Price

10.1 The rates quoted shall remain unchanged for a period of one year from the date of signing of contract.

10.2 However, during the duration of contract, if the market price of any item is found to be lower than the contract price, the agency shall supply the item as per the market price, failing which the NCSCM reserves the right to procure the items from open market.

11. Payment

11.1 Purchase Orders will be placed in a phased manner as per the requirement within the contract period.

11.2 Payment shall be made on monthly basis after completion of full supply as per Purchase Order (s) placed with the agency during that month.

11.2 In case any defect is noticed while using the items, the same will be replaced by the supplier immediately and no payment will be made for the defective items.

12. Penalty:

12.1 Supply should be made within 15 days from the date of issue of a particular Purchase Order, failing which Liquidated Damage will be charged @ 1% per week or part thereof on the value of delayed goods, subject to a maximum of 4% of Purchase Order value, which will be deducted from the payment due.

12.2 If the successful bidder fails to execute the order (all items of the Purchase Order) within 45 days of issue of a Purchase Order, the Performance Security of the bidder will be forfeited.

13. Termination:

The NCSCM, Chennai shall have the discretion to terminate the contract at any time by giving 30 days' notice whereupon the agency will immediately cease the provision of the services and submit a bill for the items supplied as per order/ s up to the date of termination.



14. Discretion of Authority:

NCSCM, Chennai reserves the right:

- a) To cancel the purchase order in the event of unsatisfactory supply/ delay in supply of materials/ supply of inferior goods or non-observance of the relevant clauses of the bid document.
- b) To reject the item under rate contract if it comes to the notice of authority that the vendor has reduced the sale price, has sold or has offered to sell the same or similar item to any person or organization including Department of Central/ State Government or any central/state PSU at a price lower than the price chargeable under the contract with NCSCM, Chennai.

15. Settlement of Disputes

15.1 NCSCM, Chennai and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

15.2 If, after thirty (30) days, the parties fail to resolve their disputes or differences by such mutual consultation, then NCSCM, Chennai or the supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator, in accordance with Arbitration and Conciliation Act, 1996 and 2015 amendments. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.

For and on behalf of the Agency

For and on behalf of the NCSCM

Date:

Date:

1.Witness

1.Witness

2.Witness

2.Witness