

SUPPLY AND REFILLING OF GAS

(Annual 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/OC/013

Date: 16/05/2019

PERIOD OF AVAILABILITY OF BIDDING
DOCUMENT

: FROM 16.05.2019 /
TO 30.05.2019 /

DATE AND TIME OF PRE-BID MEETING
LAST DATE AND TIME FOR RECEIPT OF BIDS

: NIL
: 31.05.2019 / 11 A.M.

DATE AND TIME OF OPENING OF BIDS

: 31.05.2019 / 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 2220 0600
Fax: (91) 44 2220 0700

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 16/5/19

Director
National Centre for Sustainable Coastal Management
Ministry of Environment, Forest and Climate Change
Government of India, Anna University Campus
Chennai - 600 025, India

NOTICE INVITING TENDER FOR SUPPLY AND REFILLING OF GAS

National Centre for Sustainable Coastal Management (NCSCM), Chennai invites sealed bids from different firms/ dealers having GST registration for **Supply and Refilling of Gas** to the Office of National Centre for Sustainable Coastal Management (NCSCM), Chennai. The bid document with all information relating to the bidding process such as cost of bid document(NIL), EMD(NIL), Eligibility Criteria, Terms & Conditions, etc. are available on the website www.ncscm.res.in, which has to be downloaded for use. Interested parties may submit their bids super-scribing as **"Tender for Supply and Refilling of Gas in reference to Advertisement No.----- dt.-----"** to the undersigned, which should reach **on or before 11:00A.M. of 31/05/2019** 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 16/5/19

Director
National Centre for Sustainable Coastal Management
Ministry of Environment, Forest and Climate Change
Government of India, Anna University Campus
Chennai - 600 025, India 

TERMS AND CONDITIONS FOR SUPPLY AND REFILLING OF GAS

1. **Availability of bid document:** The prospective bidders have to download the complete set of the bid documents from the website **www.ncscm.res.in** and submit the same to NCSCM along with the cost of bid document for ₹0/- (**Rupees Zero**).
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 31/05/2019 at **11:00AM** 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 **11:30AM on 31/05/2019**. ✓
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 and the Technical Bid shall contain all other documents as per the tender 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 and Refilling of Gas in reference to Advertisement No.----- dt.-----"**.
 - b) The list of items along with the price format is 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 prices quoted shall remain unchanged for a period of two years from the date of signing of contract.**

- e) 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. EMD: NIL

8. Bids shall remain valid for a period not less than **120 days** after the last date of submission specified in the bid document.

9. 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.

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

11. Performance Security:

- a) The successful Bidder will have to submit Performance Security for **₹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 EMD of all the Bidders shall be returned after the successful Bidder submits the Performance Security. If the successful Bidder fails to submit the Performance Security, the EMD of the Bidder will be forfeited and the Bidder will be debarred from participating in the tenders relating to supply of printing & stationery by NCSCM, Chennai for three years.
- c) The Performance Security of the successful Bidder will be returned to the Bidder without interest only after successful completion of the contract period.

12. Eligibility Criteria

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

- a) Must have valid Explosive Licenses for all Industrial Gases under this Rate Contract for manufacturing and storing till safe delivery.
(Self-attested copies of such Explosive Licenses to be furnished.)
- b) Must have machineries such as Gas Chromatograph, Moisture Analyser, Oxygen Analyser, Hydro-Carbon Analyser, etc. in order to analyze the purity of gas. **(List with details of machineries to be furnished.)**

c) Must have executed similar work for at least two Government/ Semi-Government/ Public Sector Undertaking Clients during the last three financial years i.e. 2015-16, 2016-17 & 2017-18.

(Self-attested copies of Purchase Orders/ Completion Certificates/ Performance Certificates received from Government/ Semi-Government/ Public Sector Undertaking Clients during last three years i.e. 2015-16, 2016-17 & 2017-18 to be furnished along with information in Annexure– III.)

d) Must have a minimum Annual Turnover of ₹5 Lakh during each of the last 3 Financial Years i.e. 2015-16, 2016-17 & 2017-18.

(Self-attested Turnover Certificate in original issued by a Chartered Accountant for last three years i.e. 2015-16, 2016-17 & 2017-18 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 bidders
- Checklist in **Annexure-II**
- Self-attested copy of PAN Card
- Self-attested copy of GST Registration Certificate.
- Required cost of bid document
- Required EMD
- Price Bids as per **Annexure-I**
- Declaration in ₹100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority as per **Annexure-V**.

13. 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.

14. Award of Contract:

- 14.1 Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has quoted the lowest rates in maximum nos. of items subject to the condition that the bidder agrees to the lowest quoted rates of rest of the items in **Annexure I**. Otherwise, contract shall be awarded to more than one bidder on the basis of the item-wise lowest quoted rates.
- 14.2 In case two or more technically qualified Firms quote the lowest prices in equal nos. (maximum nos.) of items, the Firm with the higher average annual turnover during the last 3 F.Y.s i.e. 2015-16, 2016-17 & 2017-18 shall be awarded the contract subject to the condition that the bidder agrees to the lowest quoted rates of rest of the items in **Annexure I**. Otherwise, contract shall be awarded to more than one bidder on the basis of the item-wise lowest quoted rates.
- 14.3 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.

15. Payment:

- 15.1 The supplier has to submit Manufacturers Test Certificate and Purity Certificate along with every supply.
- 15.2 Payment shall be made on monthly basis after completion of full supply and refilling as per Purchase Order (s) placed with the agency during that month.
- 15.3 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.

16. Penalty:

- 16.1 Supply and refilling should be made within 7 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.

16.2 If the successful bidder fails to execute the order (all items of the Purchase Order) within 4 weeks of issue of a Purchase Order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

17. Termination:

NCSCM, Chennai shall have the discretion to terminate the contract at any time by giving 15 days' notice whereupon the agency will immediately cease the provision of the services and submit a bill for the stationeries already supplied as per order/ s up to the date of termination.

18. 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 stationery 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 stationery 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.

19. Settlement of Disputes

19.1 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.

19.2 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. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.

Annexure-I

FINANCIAL BID

Price Format

Sl. No.	Name of the Item	Unit	Unit Rate inclusive of all Taxes (in ₹.)	% of GST included in the Unit Rate
1.		CuM.		
2.		CuM.		
3.		CuM.		
4.		CuM.		
5.		CuM.		
6.		CuM.		
7.		CuM.		
8.		CuM.		
9.		CuM.		
10.		CuM.		
11.		CuM.		
12.		CuM.		
13.		CuM.		

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

Date:

Signature of the Bidder

Place:

Name & Business Address:

CHECKLIST

Sl. No.	Name of Document	Submitted (Yes/ No)	Page No.
1.	Cost of bid document for ₹NIL/-		
2.	Earnest Money Deposit (EMD) for ₹NIL/-		
3.	Self-attested copy of GST Registration Certificate		
4.	Self-attested copy of PAN Card		
5.	Self-attested copies of Explosive Licenses for all Industrial Gases under this Rate Contract for manufacturing and storing till safe delivery		
6.	List with details of machineries such as Gas Chromotograph, Moisture Analyser, Oxygen Analyser, Hydro-Carbon Analyser, etc. in order to analyze the purity of gas		
7.	Self-attested copies of Purchase Orders/ Completion Certificates/ Performance Certificates received from Government/ Semi-Government/ Public Sector Undertaking Clients during last three years i.e. 2015-16, 2016-17 & 2017-18		
8.	Self-attested Turnover Certificate (original) for F.Y.s 2015-16, 2016-17 & 2017-18		
9.	Price Sheet as per price format		
10.	Declaration in ₹100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority		

Seal with Signature of the Bidder

Annexure-III

Format for submission of past performance during last 3 years i.e. 2015-16, 2016-17 & 2017-18

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

Date:

Signature of the bidder

Place:

Name and Address of the Bidder

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	₹ (Rupees only)
2.	2016-17	₹ (Rupees only)
3.	2017-18	₹ (Rupees only)

Signature of the Bidder:
Date:

Signature of Auditor/ Chartered Accountant

Membership No.:

Seal:

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 ₹100/- stamp paper.

CONTRACT FORM

1. A Contract made on day of (Month), 2018 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. _____ dated ___/___/2019, and accordingly the letter of award was issued vide No.xxxxxxxxxxx dated xx.xx.2019 inviting to execute the contract.
3. And whereas the 2nd Party agreed to **supply and refill gas** to NCSCM, Chennai, as per the provisions in the bid document.
4. And whereas the 2nd Party has deposited the Performance Security of **₹10,000/- (Rupees Ten Thousand)** only vide DD No. xxxxxxxxxxxx dt.xx.xx.2019 of _____(Name of Bank and Branch).
5. The period of contract is for two years 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 two years 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 The supplier has to submit Manufacturers Test Certificate and Purity Certificate along with every supply and refilling.

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

11.4 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 and refilling should be made within 7 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 4 weeks of issue of a Purchase Order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

13. Termination:

The NCSCM, Chennai shall have the discretion to terminate the contract at any time by giving 15 days' notice whereupon the agency will immediately cease the

provision of the services and submit a bill for the stationeries 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 stationery 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 stationery 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. Arbitration:

NCSCM, Chennai and the selected agency will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned. In case of their failure to resolve the dispute/ s, the matter will be referred to Director, NCSCM, Chennai whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Chennai.

16. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Chennai courts only.

For and on behalf of the Agency

For and on behalf of the NCSCM

Date:

Date:

1.Witness

1.Witness

2.Witness

2.Witness

S.No.	No. of Cylinders Required per year * mention purity of gas										
	H2	N2	ZA	O2	C2H2	He	N2O	Ar	CO2	P10	CO
1					8		4				
2				3 99.999		6 99.99995					
3	6 99.999	6 99.999	6 99.999								
4	6 99.999	6 99.999	6 99.999								
5	6 99.999	6 99.999	6 99.999								
6	6 99.999	6 99.999	6 99.999								
7		4 99.999	4 99.999			4 99.99995					
8	4 99.999	4 99.999	4 99.999								
9				8 99.999							
10		2 99.999				6 99.99995			2 99.999		
11								24 99.9999			
12		4 99.999									
13										4 99.999	
	28 (99.999)	34 (99.999)	28 (99.999)	11 (99.999)	8	16 99.99995	4	28 99.9999	2 99.999	4 99.999	
	4 (99.9999)	4 (99.9999)	4 (99.9999)	4 (99.9999)							

Cylinder Volume 47 ltr

