

	<p>भारतीय प्रौद्योगिकीसंस्थानमद्रासचेन्ने 600 036 INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036 भंडार एवं क्रय अनुभाग STORES & PURCHASE SECTION Telephone : (044) 2257 8288/8285/8287 email ID-adstores@iitm.ac.in IIT Madras GSTIN : 33AAAAI3615G1Z6</p>	
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G. Chitrapavai
Deputy Registrar (Stores & Purchase)

Dated : 21.06.2019

Tender No. IITM/SPS/Gas Rate contract/06/2019-20

Due Date: 15.07.2019

Dear Sirs,

On behalf of the Indian Institute of Technology Madras, Tenders are invited for the purchase of

“COMMERCIAL & HIGH PURITY GASES ON RATE CONTRACT BASIS”

Confirming to the specifications enclosed.

Tender Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/e procure/app> Aspiring Bidders who have not enrolled / registered in eprocurement should enroll / register before participating through the website <https://etenders.gov.in/e procure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at **“Help for contractors”**. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal”].

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type ‘IIT’. Thereafter, Click on “GO” button to view all IIT Madras tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://etenders.gov.in/e procure/app> as per the schedule attached.

No manual bid will be accepted. The quotation for financial bid should be submitted in the E-procurement portal.

1	Last Date & Time for submission of tender	: 15.07.2019 before 2.00 PM
1	Date & Time of opening of Tender	: 16.07.2019 at 3.30 PM Venue: 2nd floor, Conference Room, Administration Building, IIT Madras.
A	Instructions for online bid submission	REGISTRATION i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL:https://etenders.gov.in/e procure/app by clicking on “Online Bidder Enrollment”. Enrolment on the CPP Portal is free of charge. ii. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

		<ul style="list-style-type: none"> iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) v. https://etenders.gov.in/e procure/app?component=%24DirectLink&page=DS CInfo&service=direct&session=T with their profile. vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. vii. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
Guidelines, Terms and Conditions of Tender		
B	Searching for tender documents	<ul style="list-style-type: none"> i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal. ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document. iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
C	Preparation of bids	<ul style="list-style-type: none"> i. Bidder should take into account any corrigendum published on the tender document before submitting their bids. ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. iii. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option. iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D	Submission of bids	<p>:</p> <ul style="list-style-type: none"> i. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. iii. Bidder has to transfer the EMD as applicable by online mode only. The EMD should be transferred on or before the closure date and time of the tender. If the EMD is not transferred before the closure date and time, the tender will be summarily rejected. The EMD transferred to IIT Madras (as per IIT Madras Account details given in Clause 1(H)) and the proof of transfer has to be submitted in the bid. Otherwise, the tender will be summarily rejected. iv. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected. v. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. vi. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. viii. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. ix. This is two bid systems and attach the documents separately for technical and price offer. x. Scanned PDF of all relevant documents for technical bid in a single PDF file of compliance sheet.
E	Assistance to bidders	<p>:</p> <ul style="list-style-type: none"> i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]
F	General Instructions to the Bidders	<p>:</p> <ul style="list-style-type: none"> i. The tenders will be received online through portal https://etenders.gov.in/eprocure/app. The bidders are required to upload all the documents in pdf format. ii. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app

		iii. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/app under the "Information about DSC".
G	Opening of the tender	: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened. Bid received without EMD (if present) will be rejected straight way. The bid will be opened and it will be examined by a technical committee (as per the eligibility criteria, specification and requirement).
H	Earnest Money Deposit (EMD)	: <ul style="list-style-type: none"> i. EMD for Rs.10,000/- (Rupees Ten Thousand Only) should be transferred to the following bank account by NEFT/RTGS on or before due date 15.07.2019 before 2:00 P.M <p style="margin-left: 40px;"> Name : Registrar IIT Madras Bank : State Bank of India Account No. : 10620824305 Branch : IIT MADRAS IFSC CODE : SBIN0001055 </p> ii. The EMD will be returned to unsuccessful tenderer only after the tender finalized. iii. The EMD should not send through DD.
I	Marking on Technical Bid	: <ul style="list-style-type: none"> i. The technical Specification for this tender is given in Annexure I. The tenderer shall go through the specification and submit the technical bid. ii. The Technical bid should be submitted in the proforma given as per Annexure II in PDF format only through online (e-tender). No manual submission of bid is entertained. iii. All technical bid should have the page-wise heading as "Technical Bid" and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents. iv. All technical bid should have the page-wise heading as "Technical Bid" and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents. v. The technical bid should consist of all technical details along with catalogue/brochure and other technical, commercial terms and conditions.
J	Marking on Price Bid	: <ul style="list-style-type: none"> I. Price bid should be submitted in the prescribed proforma (Annexure III) as per BOQ in pdf format through e-tender only. No manual submission of bid is entertained. II. Price bid should indicate item-wise price for all the items mentioned in the price bid.
2	Preparation of Tender:	
	a) Bidder should quote your product as per our specification by mentioning our requirements and your offer side by side and the rate should be in total as per our requirements. We will not make any calculation if you have mentioned the rates of items separately. b) The offer/bid should be submitted through online only.	
3	Signing of Tender:	
	The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bid required to be signed and bears the official seal of the tenderers. <p>If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.</p>	

	If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Public notary.
4	<p>Period for which the offer will remain open:</p> <p>i. Firms tendering should note the period for which it is desired that their offers should remain open for acceptance. If the firms are unable to keep their offers open for the specified period they should specifically state the period for which their offers are being provided, however, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.</p> <p>ii. Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance', 'subject to prior sale' will not be considered.</p> <p>ii. The Tender shall remain open for acceptance/validity till: 90 days from the date of opening of the tender</p>
5	<p>Prices:</p> <p>I. The prices quoted must be net per unit as shown in the schedule. The prices quoted by the Tenderer should be inclusive of GST and other statutory levies (and should be clearly stated to be so) which will be paid by the Purchaser/if legally leviable at the rate ruling on the date of supply as specified in the Acceptance of Tender. The percentage of tax etc. included in the price should be indicated in clear terms. If the inclusive price is not given, we will treat your offered rate as inclusive rate and comparison be made with others. If at the time of comparison of your offer without taxes etc. is happen to be lowest, you are bound to supply as per the offered rate, i.e. without taxes etc.</p> <p>II. No price revision will be allowed during the rate contract period. You must give an undertaking to the effect that, in case of downward price movement during the Rate Contract period, the firm shall pass on the advantage to IIT Madras. Your quotation will be summarily rejected, if such undertaking does not accompany the quotation</p> <p>III. Discount, if any, should be indicated prominently. For bulk orders, the % of discount offered may also be indicated in the following slabs.</p> <p style="text-align: center;">(i) 2 to 5 Nos. (ii) 6 to 10 Nos. (iii) 10 Nos. and above.</p> <p>IV. With reference to the Notification No. 45/2017 – Central Tax (Rate) Dated 14th November 2017 & Notification No.47/2017 – Integrated Tax (Rate) Dated 14th November 2017, IIT Madras is eligible for concessional GST @ 5% on IGST and @ 2.5% for CGST and SGST for procurement of Equipment and Consumables for research purpose.</p> <p>V. More than one vendor may be empaneled under rate contract and the vendors may be asked to match the L1 price.</p>
6	No Advance Payment will be made for Indigenous purchase. Payment will be made only after supply on satisfactory installation.
7	Terms and conditions : Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for noncompliance will likely lead to rejection of offers.
8	Price reduction if any during the rate contract may be passed on to IIT Madras. Your quotation will be summarily rejected, if the undertaking does not accompany the quotation.
9	Communication of Acceptance: Acceptance by the Purchaser will be communicated by Post, if required, and the Company's acceptance communicated to us formally in writing.
10	Delivery Period: Items should be delivered within one week from the date of P.O./Award of Contract (AOC). Please indicate the actual delivery period clearly. No further extension of time will be allowed. Non delivery of items will lead to cancellation of Purchase Order without any notice. In addition, action may be taken for removing them from our mailing list.
11	In terms of Rule 173 (iv) of General Financial Rules, 2017 the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of its bid.
12	Conditions of contract:

	Tenderer should quote on the basis of the conditions referred to in Para of the invitation to tender and tender papers. In case these terms and conditions are not acceptable to the tenderer, he should specifically state the deviation(s) there from in the body of the tender.
13	Transit Insurance: The Purchaser will not pay separately for Transit Insurance.
14	Tenderer shall submit along with his Tender: 1. Name and full address of the Banker and their swift code and PAN No. and GSTIN number. 2. Proof of having ISO 9001 or other equivalent certification if any given by appropriate authorities.
15	GUARANTEE: The tenderer has to declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications. Tenderer should indicate the period for which the said goods/articles would continue to conform to the specifications.
16	Jurisdiction: All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued.
17	Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. <ul style="list-style-type: none"> ● For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. ● If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18	PENALTY CLAUSE If there is a delay in supply without any valid reasons and not accompanied by proof for delay from the manufacturer, the penalty at the following rates will be levied while making payments, without any reference to your company. 1. Delay of 8 to 15 days beyond the delivery time agreed – 1% of the total value of Invoice 2. Exceeding 15 days to 1 month beyond the delivery time agreed – 2% of the total value of Invoice 3. Beyond one month of the delivery time agreed – 5% of the total value of Invoice, in addition your company name will be removed from our mailing list for further enquires.
19	Right of Acceptance: IIT MADRAS reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.
20	VENDOR ELIGIBILITY CRITERIA AND TECHNICAL SPECIFICATIONS: 1. Quotations will be accepted from the manufacturers and authorized distributors only . Authorized distributor shall quote along with proof of authorization but the responsibility for supply and after supply services rests with authorized distributor. The authorized distributors have to submit their letter of authorization issued by OEM mentioning Tender Number, date, period of authorization etc. in clear terms. 2. Authority godown storage license issued by the competent authority should be submitted by the tenderer. 3. The manufacturer/ distributor (who is proposing to provide the service) supplying unit should be located within Chennai.

Yours Faithfully

-sd/-

Deputy Registrar
(Stores & Purchase Section)

ACKNOWLEDGEMENT

It is hereby acknowledged that I/We have gone through all the points listed under “Specification, Guidelines, Terms and Conditions” of tender document. I/We totally understand the terms and conditions and agree to abide by the same.

**SIGNATURE OF TENDERER ALONG WITH
SEAL OF THE COMPANY WITH DATE**

Approximate Requirement

Sl. No.	Description of Item	Approximate quantity in cubic metre Per year
1	HIGH PURE ARGON GAS GRADE 1 PURITY – 99.9995%	2750
2	HIGH PURE HYDROGEN O GRADE PURITY – 99.9995%	1100
3	HIGH PURE OXYGEN GRADE 1 PURITY – 99.95%	1100
4	ULTRA HIGH PURE NITROGEN GRADE 1 PURITY – 99.9999%	5000
5	HIGH PURE HELIUM 4.5 GRADE PURITY – 99.995%	550
6	ULTRA HIGH PURE He 99.999	--
7	COMPRESSED OXYGEN	4400
8	DRY NITROGEN	6600
9	DISSOLVED ACETYLENE	550
10	HYDROGEN	1100
11	ZERO AIR	1100
12	CARBON DIOXIDE (in Kgs)	5500 KGS

SPECIAL TERMS & CONDITIONS:

1. The Institute will be using nearly 800 to 1000 cylinders at any point of time for that the institute will not pay any deposit.
2. Request for supply of cylinders will be intimated to the successful tenderer through email by the stores of Depts/sections/centres.
3. Supply should effected within 24 hours of placing order.
4. *The penalty clause (Sl. No.18)* will apply in the case of delay in the supply. Any delay in supply will be viewed very seriously and vendors will be evaluated and the evaluation report will be used for grading vendors which will be used for grading the vendors in the future tender.
5. The successful tenderer should supply as per the requirement /order placed in terms of quality and quantity.
6. The tenderer should mention the number of free holding period specifically and also should provide the holding charge per cylinder clearly.
7. Discount for bulk purchase may be mentioned in %.
8. The quantity indicated is only approximate. The successful tenderer should make all efforts to supply as per the demand of IITM.
9. If the supply is not satisfactory or if there is any delay, the contract will be terminated forthwith without assigning any reason.
10. The contract period will be for one year from the date of issue of work order. The contract may be extended for further period of one year based on the performance and mutual acceptance on the same terms & conditions.
11. The price quoted should be inclusive of basic price, transport charges, delivery charges, taxes and any other charges if any in the proforma given. Submission of quote in format other than specified formats will not be considered and such quotes will be rejected at opening stage itself.
12. The prices quoted are firm till the completion of the rate contract period. No price revision during the period of contract is allowed. However if there is any reduction in the cost due to government policy etc, this reduction in cost must be passed on to the institute. If there is any change in tax rate by governments, it will be automatically applicable to this rate contract.
13. The capacity of the cylinder must be 7 M³ per cylinder, for CO₂ the capacity must be 31 kg per cylinder & for dissolved Acetylene 6.5 M³ per cylinder.
14. Supply & collection of cylinders may be effected at the stores of the departments/centres as intimated from time to time by the end user.
15. The supplier has to furnish the following along with the supply
 - a) Cylinder Batch No with cylinder number details
 - b) Minimum one cylinder/Batch to be analyzed and certified and testing certificate to be submitted.
 - c) Testing Certificate should have details of impurity/specifications.

ANNEXURE I
TECHNICAL SPECIFICATIONS

Sl. No.	Description of Item
1	HIGH PURE ARGON GAS GRADE 1 PURITY – 99.9995%
2	HIGH PURE HYDROGEN O GRADE PURITY – 99.9995%
3	HIGH PURE OXYGEN GRADE 1 PURITY – 99.95%
4	ULTRA HIGH PURE NITROGEN GRADE 1 PURITY – 99.9999%
5	HIGH PURE HELIUM 4.5 GRADE PURITY – 99.995%
6	ULTRA HIGH PURE He 99.999
7	COMPRESSED OXYGEN
8	DRY NITROGEN
9	DISSOLVED ACETYLENE
10	HYDROGEN
11	ZERO AIR
12	CARBON DIOXIDE

1. Quotations will be accepted from the **manufacturers and authorized distributors only**. Authorized distributor shall quote along with proof of authorization but the responsibility for supply and after supply services rests with authorized distributor. The authorized distributors have to submit their letter of authorization issued by OEM mentioning Tender Number, date, period of authorization etc. in clear terms.
2. Authority godown storage license issued by the competent authority should be submitted by the tenderer.
3. The manufacturer/ distributor (who is proposing to provide the service) supplying unit should be located within Chennai.

ANNEXURE II

TECHNICAL BID

Sl. No.	Description of Item	Purity Compliance Yes/No	Remarks
1	HIGH PURE ARGON GAS GRADE 1 PURITY – 99.9995%		
2	HIGH PURE HYDROGEN O GRADE PURITY – 99.9995%		
3	HIGH PURE OXYGEN GRADE 1 PURITY – 99.95%		
4	ULTRA HIGH PURE NITROGEN GRADE 1 PURITY – 99.9999%		
5	HIGH PURE HELIUM 4.5 GRADE PURITY – 99.995%		
6	ULTRA HIGH PURE He 99.999		
7	COMPRESSED OXYGEN		
8	DRY NITROGEN		
9	DISSOLVED ACETYLENE		
10	HYDROGEN		
11	ZERO AIR		
12	CARBON DIOXIDE		
13	47 LITRE WATER CAPACITY CYLINDER (ISO:7285)		
14	50 LITRE WATER CAPACITY CYLINDER (ISO:7285)		

COMPLIANCE STATEMENT

<u>S.NO</u>	<u>Description</u>	<u>Comply Yes/ No</u>	<u>Page No. of the document</u>	<u>Remarks</u>
1	Proof for Manufacturer (OEM) or Authorized Supplier/Dealer. (Attach copy of relevant document)			
2	Godown storage license certificate by appropriate authorities.			

**SIGNATURE OF TENDERER ALONG WITH
SEAL OF THE COMPANY WITH DATE.**

ANNEXURE III
PRICE BID FORMAT FOR SUBMISSION

Sl. No.	Description of Item	PURITY	Rate per M ³ without Cylinder (in Rs.) (Inclusive of Transport, Delivery and other charges)	GST	Total
1	High Pure Argon Gas Grade 1	99.9995%			
2	High pure Hydrogen O grade	99.9995%			
3	High pure Oxygen grade 1	99.95%			
4	High pure Nitrogen grade 1	99.9999%			
5	High pure Helium 4.5 grade	99.995%			
6	Helium 5 Grade	99.999			
7	Compressed Oxygen				
8	Dry Nitrogen				
9	Dissolved Acetylene				
10	Hydrogen				
11	Zero air				
12	Carbon dioxide				
13	47 LITRE WATER CAPACITY CYLINDER (ISO:7285)				
14	50 LITRE WATER CAPACITY CYLINDER (ISO:7285)				

Amount in kg for carbon dioxide

Other Particulars		
1	Cylinder deposit	Waived
2	Free holding period	_____ No. of days
3	Holding charges after the free period	_____ /- Per Cylinder
4	Delivery period	Within 24 hours
5	Other terms and conditions (Please specify if any)	
6	Discount if any in the case of Bulk orders	
	Slab	% of Discount
	2 – 5	
	6-10	
	10 and above	
(1,2 & 3 applicable for supply of Gas without cylinder)		

**SIGNATURE OF TENDERER ALONG WITH
SEAL OF THE COMPANY WITH DATE.**