

### INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036

Telephone: [044] 2257 9763 E-mail: tender@imail.iitm.ac.in



The Senior Manager (Project Purchase)

Date: 25.01.2024

Open Tender Reference No: PH/MSRO/105/2024/UHPGAS

GEM NAR ID: GEM/GARPTS/23012024/664XND400C70

Due Date/Time: 14.02.2024@ 3:00 PM

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, digitally signed online bids are invited in two bid system from Class-I local suppliers and Class II local suppliers, for the supply of: "Ultra High Purity (UHP) Gases Required for CVD Process" Conforming to the specifications given in Annexure -A.

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

Bidders 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 <u>https://etenders.gov.in/eprocure/app</u> as per the schedule attached.

1)	Pre-bid Meeting Details	:	If required will be intimated
2)	ICSR Vendor Registration	:	<u>Vendor registration</u> : Vendor registration with IC&SR (IITM) is mandatory for bidders to participate in tenders.
			** For Vendor Registration & Guidelines, Please follow the website : <u>https://icandsr.iitm.ac.in/vendorportal;</u> Helpdesk: <u>vendorhelpdesk@icsrpis.iitm.ac.in</u>

<u>No manual bids will be accepted.</u> All tender documents including Technical and Financial bids should be submitted in the E-procurement portal.

Last date for receipt of tender	:	14.02.2024 @ 3:00 PM
Date & time of opening of tender	••	15.02.2024 @ 3:00 PM

## **<u>3. Instructions to the Bidder:</u>**

A)	Searching for tender documents	:	• 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.
			• 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 " <b>My Tender</b> " 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.
			• The bidder should make a note of the <b>unique Tender ID</b> assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
<b>B</b> )	Assistance to bidders	:	<ul> <li>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.</li> <li>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]</li> </ul>
C)	Enrollment Process	:	REGISTRATION
	to Bidders		<ul> <li>Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL:https://etenders.gov.in/eprocure/app by clicking on "Online Bidder Enrollment". Enrollment on the CPP Portal is free of charge.</li> <li>As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>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.</li> <li>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.)</li> <li>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.</li> <li>Bidder then may log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.</li> </ul>

D)	Preparation of bids	:	<ul> <li>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</li> <li>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".</li> <li>Bidder should take into account any corrigendum published on the</li> </ul>
			<ul> <li>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.</li> </ul>
			<ul> <li>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.</li> <li>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.</li> </ul>
<b>E</b> )	Submission of bids	:	<ul> <li>Bidder should log into the site well in advance for bid submission so that he/she can 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.</li> <li>The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</li> <li>Bidder has to select the bid security declaration. Otherwise, the tender will be summarily rejected.</li> <li>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.</li> <li>The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for</li> </ul>

		submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
		• 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.
		• The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
		• 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.
		<ul> <li>Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.</li> <li>More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://etenders.gov.in/eprocure/app</u>.</li> <li>All tender documents including pre-qualification bid, Technical Bid &amp;Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. No manual bid submission will be entertained.</li> </ul>
F)	Marking on Technical Bid	• The bidder eligibility criteria, technical specification and supply of item for this tender is given in Annexure A.
		• The Bidders shall go through the specification and submit the technical bid.
		• The Technical bid should be submitted in the proforma as per Annexure-B in pdf format only through online (e-tender). No manual submission of bid will be entertained.
		• The technical bid should have a 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.
		• The technical bid should consist of bidder eligibility criteria details and all technical details along with catalogue/ pamphlet which will give a detailed description of product with technical data sheet so that technical compliance can be verified.
<b>G</b> )	Marking on Price Bid	• Financial bid (BoQ) should be submitted in the prescribed proforma

4)	Preparation of Tender: The bidders should submit the bids in two bid system as detailed below.										
	Bid I _Technical Bid										
	The technical bid should consist of bidder eligibility criteria and technical specification compliance sheet as per the <b>Technical Bid Proforma</b> ( <b>Annexure-B</b> ). <b>Bid II _Price Bid</b>										
	The price bid should be submitted in excel format (BoQ) as per the <b>Financial Bid Proforma</b> ( <b>Annexure - C</b> ) uploaded in the e-Tender web site. The Quoted price should be for supply and installation of the item and inclusive of all cost and statutory levies at IIT Madras.										
5)	Price:										
	<ul> <li>a) The price should be quoted only in INR net per unit (after breakup) and must include all packing, transit insurance and delivery charges to The India centre for Lab Grown Diamond (InCent-LGD), IIT Madras.</li> </ul>										
	b) The rate quoted shall be all inclusive of all taxes and no extra payment will be made other than statutory revisions as per the terms and conditions stipulated in this contract document.										
	c) The percentage of tax & duties should be clearly indicated separately. IIT Madras is eligible for custom duty (5.5%). Relevant certificates will be issued wherever necessary.										
	d) The offer/bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.										
6)	Tenderer shall submit along with this tender:										
	(i) Proof of having ISO or other equivalent certification given by appropriate authorities.										
	(ii) Name and full address of the Banker and their swift code and PAN No. and GSTIN number.										
	(iii) GST registration proof showing registration number, area of registration etc.										
	(iv) All of your future correspondences including Invoices should bear the GST No. and Area Code.										
7)	Terms of Delivery:										
	Supplier will be fully responsible for the safe carriage, Installation/Commissioning of goods up to <b>The India centre for Lab Grown Diamond (InCent-LGD), D1-01, First Floor, D Block, IITM Research Park</b> or named place as per PO, Insurance coverage will be in the scope of the supplier.										
	The tenderer should indicate clearly the time required for delivery of the item (subject to the approval of the Purchase Committee-IIT-Madras). In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.										
	In the event of delay or non-supply of materials/execution of Contract beyond the date of delivery/completion of job. The penalty will be levied @1% per week of delay subject to a max of 10% of the value of purchase order and if the delay is more than accepted time frame by IIT M, the PO would be partially or fully cancelled and liquidated damages will be enforced accordingly.										
8)	Period for which the offer will remain open:										
	The Tender shall remain open for acceptance/validity till: 120 days from the date of opening of the tender. 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.										

9)	<b>EMD:</b> The EMD of <b>Rs.50,000</b> to be transferred to the account details mentioned in Annexure I and proof should be enclosed in the Technical Bid. Any offer not accompanied with the EMD shall be rejected summarily as non-responsive. The EMD of the unsuccessful bidders shall be returned within 30 days of the end of the bid validity
	period. The same shall be forfeited, if the tenderers withdraw their offer after the opening during the bid validity period. The Institute shall not be liable for payment of any interest on EMD.
	EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Startups as recognized by Department of Industrial Policy & Promotion (DIPP). (MSE/MSME/DIPP PROOF should be enclosed in the cover containing technical bid)
10)	Performance Security: -
	The successful bidder should submit Performance Security for an amount of 5% of the basic invoice value of the contract/supply. The Performance Security may be furnished in the form of an Insurance Surety Bond, Account Payee DD, FD Receipt in the name of "The Registrar, IIT Madras" from any scheduled commercial bank or Bank Guarantee from any scheduled commercial bank in India or online payment in an acceptable form. The performance security should be furnished within 14 days from the date of the purchase order.
	Performance Security in the form of Bank Guarantee: - In case the successful bidder wishes to submit Performance Security in the form of Bank Guarantee, the Bank Guarantee should be routed directly to IIT Madras from the Bank.
	The Performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
11)	For the same tender, either the OEM or the authorized dealer/service provider can only quote. But both of them cannot quote separately for the same tender.
12)	The offers/bids should be sent only for a item/Equipments of latest version that is available in the market and supplied to a number of customers. A list of customers in India with details must accompany the quotations. Quotations for a prototype machine will not be accepted
13)	Original catalogue (not any photocopy) of the quoted model duly signed by the principals must accompany the quotation in the Technical bid.
14)	Compliance or Confirmation report with reference to the specifications and other terms & conditions should also be obtained from the principal/OEM.
15)	Risk Purchase Clause
	In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from other sources on the total risk of the supplier under risk purchase clause.
16)	Payment:
	(i) No Advance payment will be made. However, 90% Payment after supply and 10% after installation are agreed to wherever the installation is involved.
	(ii) Advance Payment: No advance payment is generally admissible. In case a specific percentage of advance payment is required, the Vendor has to submit a Bank Guarantee from a scheduled commercial bank in India equivalent to the amount of advance payment.

17)	On-site Installation:
	The equipment/item or Machinery has to be installed or commissioned by the successful bidder within the number of days (as prescribed by PI) from the date of receipt of the item at the site of IIT Madras.
18)	Warranty/Guarantee:
	The offer should clearly specify the warranty or guarantee period for the machinery/equipment. Any extended warranty offered for the same has to be mentioned separately (For more details please refer our Technical Specifications).
	** Note: PO which involves installation, warranty/guarantee shall be applicable from date of installation.
19)	Acceptance and Rejection:
	Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.
	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)	Debarment from Bidding:
	In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the IIT Madras up to 2 Years [as per Rule 151(iii) of GFR] from the date of Tender.
21)	Disputes and Jurisdiction:
	<ul> <li>Settlement of Disputes: Any dispute, controversy or claim arising out of or in connection with this PO including any question regarding its existence, validity, breach or termination, shall in the first instance be attempted to be resolved amicably by both the Parties. If attempts for such amicable resolution fails or no decision is reached within 30 days whichever is earlier, then such disputes shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Unless the Parties agree on a sole arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&amp;SR will nominate the Presiding Arbitrator of the arbitral tribunal. The arbitration proceeding shall be carried out in English language. The cost of arbitration and fees of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration shall be at IC&amp;SR IIT Madras, Chennai.</li> <li>a. The Applicable Law: The Purchase Order shall be construed, interpreted and governed by the Laws of India. Court at Chennai shall have exclusive jurisdiction subject to the arbitration clause.</li> <li>b. Any legal disputes arising out of any breach of contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu.</li> </ul>

22)	<b>Force Majeure:</b> 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.
	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.
23)	Eligibility Criteria:
	As per the Government of India Order, only "Class - I Local Suppliers" and "Class - II Local Suppliers" <u>can participate in this tender.</u>
	Bidder should confirm their acceptance that they comply with the provisions with report to "Guidelines for eligibility of a bidder from a country which shares a land border with India as detailed at Annexure-E. The bidder should submit Certificate for "Bidder from/ Not from Country sharing Land border with India & Registration of Bidder with Competent Authority" as per Order of DoE F.No.6/18/2019-PPD dated 23.07.2020 and No.F.7/10/2021-PPD(1) dated 23.02.2023.
24)	Preference to "class I Local Suppliers": preference will be given to "class 1 local suppliers" (subject
	<ul> <li>to class -I local supplier's quoted price falling within the margin of purchase preference ) as per public procurement (preference to make in India) order 2017 .O.M No P- 45021/2/2017 – pp(BE - 11) dt 04/06/2020 subject to the conditions that the "class 1 Local Supplier" should agree to supply goods / provide service at L1 rate and furnish a certificate with the technical bid document that the goods/service provided by them consists local content equal to or more than 50%.( certificate from Chartered Accountant in case value of contract exceeds Rs 10 crore).</li> <li> 'Class - I local supplier' means a supplier or service provider whose goods, services or works offered for procurement consists of local content equal to or more than 50% as defined under the above said order. Declaration to be provided as per Annexure-D per item/service/work.</li> <li> 'Class - II local supplier' means a supplier or service provider whose goods, services or works offered for procurement consists of local content equal to 20% but less than 50% as defined under the above said order. Declaration to be provided as per Annexure-D per item/service/work.</li> <li> 'Class - II local supplier' means a supplier or service provider whose goods, services or works offered for procurement consists of local content equal to 20% but less than 50% as defined under the above said order. Declaration to be provided as per Annexure-D per item/service/work.</li> <li> 'Margin of purchase preference': - The margin of purchase preference shall be 20%. The Definition of the margin of purchase preference is defined in the Govt. of India Order No: P-45021/12/2017-PP (BE-II) Dt.4th June, 2020) Order 2017. As per the Government of India Order – "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.</li> </ul>
	**Note: Local content percentage to be calculated in accordance with the definition provided at clause 2 of revised public procurement preference to Make in India Policy vide GoI Order no. P- 45021/2/2017-PP (B.EII) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dt.4th March 2021

25)	Evaluation of Bids
25)	Bid evaluation will take place in two stages.
	Stage I Technical Bid evaluation
	All bids received within due date and time will be opened for technical evaluation as per scheduled time.
	All bidders who have fully complied with bidder eligibility criteria I, II and technical Specification
	(Annexure B) will only be considered for opening of financial bid.
	Stage II: Financial Bid Evaluation
	The Financial bid evaluation will be based on price quoted by the bidder. The rate quoted for <b>ULTRA HIGH PURITY (UHP) GASES REQUIRED FOR CVD PROCESS</b> unit will alone be taken up for arrival of Lowest Bid (L1) value.
•	In accordance to the Rule 173 of GFR,2017 and relevant provisions thereof in Procurement Manuals,
26)	2022, IC&SR, IITM reserves the right to carry out the negotiation process through its purchase/technical
	committee with L1/H1 (as applicable) vendor to ensure price reasonability before final recommendation
	to the Competent Authority. The negotiation details, if any, on case to case basis shall be recorded in
	minutes of meetings suitably for records.
27)	Selection of successful bidder and Award of Order
_,,	The order will be directly awarded to the technically qualified bidder as per the condition in para 3A of DIPP, MoCI Order No. 45021/2/2017-PP (BE II) dated 16th September 2020.
28)	All information including selection and rejection of technical or financial bids of the prospective bidders
28)	will be communicated through e-Tender portal. In terms of Rule 173(iv) of General Financial Rule 2017,
	the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.
20)	The tenderer shall certify that the tender document submitted by him / her are of the same replica of the
29)	tender document as published by IIT Madras and no corrections, additions and alterations made to the
	same. If any deviation found in the same at any stage and date, the bid / contract will be rejected /
	terminated and actions will be initiated as per the terms and conditions of the contract.
30)	Clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal.
31)	In the e-tender process, participation of bidders after the due date is not possible. The eligible bidders can
51)	login to the e-Procurement portal to ascertain the tender status.
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### **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

## Bidder Eligibility Criteria and Technical Specification for Ultra High Purity (UHP) Gases Required for CVD Process

Tender No. PH/MSRO/105/2024/UHPGAS

## **Bidder Eligibility Criteria – I (Public Procurement – Preference to Make in India)**

Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE-II) dated  $16^{th}$  September 2020 and other subsequent orders issued therein (**ANNEXURE – D**)

## **Bidder Eligibility Criteria – II**

- 1. Vendor Registration ID/Proof.
- 2. Land Border Certificate (ANNEXURE E)
- 3. **OEM Certificate Form**-The Participating Bidder's firm shall be the Original Equipment Manufacturer (OEM) or OEM Certified authorized firm (**ANNEXURE F**)
- 4. Non- Debarment Declaration (ANNEXURE H)
- 5. Mandate Form (ANNEXURE J)
- 6. EMD as per Tender, to be remitted in the account number as given in the (Annexure I) or EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Startups as recognized by Department of Industrial Policy & Promotion (DIPP). (MSE/MSME/DIPP PROOF should be enclosed in the cover containing technical bid).
- 7. Vendor must provide test data of Impurities level present in the UHP gases to prove the compliance of all mentioned specifications (*Failing to provide the data proof will lead to disqualify*).
- 8. The bidder should have at least 05 years of service dealing with Ultra high purity gases to any company/organization that works on Microwave Plasma Chemical Vapor Deposition (MPCVD). PO copies or relevant contact details of end user need to be submitted as the proof of service. IIT Madras reserves its right to verify the claims submitted by the bidder and the feedback from the previous customers will be part of technical evaluation.
- 9. Vendor must submit the Manufacturing Authorization form / Original Equipment Manufacturer certificate
- 10. The vendor must have an own processing plant for High purity Methane and High purity Hydrogen (*Necessary proof need to be submitted as a proof, failing to provide will lead to disqualify*).
- 11. The vendor needs to have the registered office with gas plant in southern part of India to immediately supply the required gases and other services if required (*Contact list to be given as proof*).
- 12. The vendor must have at least 10 years of experience in the supply, refilling of ultra-high purity gases for Single crystal diamond application (*Organization's registration copy or any other relevant documents needs to be submitted as a proof*).
- 13. Quantities of the gas cylinders given in the requirement table are approximate, it can be less or more according to the consumption. Actual billing would be based on actual consumed

quantities. Thus, the bidder should quote a total price based on the quantity given in the requirement table along with per Rate per  $M^3$  price of these gases.

## III. Technical Specification for Ultra High Purity (UHP) Gases Required for CVD Process

S.No.	Description	Accepted level of Impurities				
		O2 <1.0 PPM				
1	Methane (99.9995%)	$N_2 < 3.0 PPM$				
L	Wethale (99.9995%)	$H_2O < 1.0$ PPM				
		OHC <1.0 PPM				
		$O_2 < 0.5 PPM$				
		$H_2O < 0.5 PPM$				
2	Hydrogen (99.9999%)	CO+CO <sub>2</sub> <0.1 PPM				
		THC<0.1 PPM				
		N <sub>2</sub> <0.5 PPM				
		$N_2 < 3.0 PPM$				
		$H_2O < 1.0 PPM$				
3	Oxygen (99.9995%)	THC<0.1 PPM				
		AR <0.1 PPM				
		CO+CO <sub>2</sub> <0.5 PPM				
		O <sub>2</sub> <1.0 PPM				
		$H_2O < 1.0$ PPM				
4	Argon (99.9997%)	N <sub>2</sub> <0.5 PPM				
		CO+CO <sub>2</sub> <0.5 PPM				
		THC<0.1 PPM				
		O2 <1.0 PPM				
5	Nitrogen (99.9997%)	$H_2O < 1.0$ PPM				
3	TVIII 0gen (99.9997%)	CO+CO <sub>2</sub> <0.5 PPM				
		THC<0.1 PPM				

## **Specification of Required UHP Gases with Accepted Level of Impurities:**

\* Vendor must provide test data of Impurities level present in the UHP gases.

## **Requirements of UHP Gases on Monthly basis:**

(Note: Quantities of the gas cylinders given in the requirement table are approximate, it can be less or more according to the consumption. Actual billing would be based on actual consumed quantities. Thus, the bidder should quote a total price based on the quantity given in the requirement table along with per Rate per M<sup>3</sup> price of these gases)

Gases	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025
Methane	2	3	3	3	3	3	3	3	3	3	3	3
Hydrogen	5	3	2	2	2	2	2	2	2	2	2	2
Oxygen	1	1	0	1	0	1	0	1	0	1	0	1
Argon	1	1	0	1	0	1	0	1	0	1	0	1
Nitrogen	2	2	2	2	2	2	2	2	2	2	2	2

- 50 ltr (12.5 M<sup>3</sup> volume) carbon steel cylinder shall be used for storing Methane. •
- 50 ltr (10.0 M<sup>3</sup> volume) carbon steel cylinder shall be used for storing Hydrogen. •
- 47 ltr (7.0 M<sup>3</sup> volume) carbon cylinders shall be used for storing Oxygen, Argon, Nitrogen. •

## Terms & Conditions:

S.No	Terms &Conditions
1	Payment only accountable after satisfactory supply of ordered items.
2	Item should be delivered within one week form the date of P.O./ Releasing the request from the organization.
3	The tenderer must declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship shall be strictly in accordance with the specifications.
4	The request for supply of cylinders will be intimated to the successful tenderer through email by the Accounts Team of India Centre for Lab Grown Diamonds (InCent-LGD), IIT Madras.
5	The quantity indicated is only approximate. The successful tenderer should make all the efforts to supply as per the demand of IITM.
6	If the supply is not satisfactory or if there is any delay, the contract will be terminated forthwith without assigning any reason.
7	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.
8	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.
9	Supply & collection of cylinders may be affected at the stores of the InCent-LGD Centre as intimated from time to time by the end user.
10	<ul> <li>The supplier has to furnish the following along with the supply</li> <li>a) Cylinder Batch No with cylinder number details</li> <li>b) Minimum one cylinder/Batch to be analyzed and certified and testing certificate to be submitted.</li> <li>c) Testing Certificate should have details of impurity/specifications.</li> </ul>
11	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 must 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.
12	The tenderer needs to supply the Total quantity of 5 numbers of 50 ltr Carbon steel cylinders and the total quantity of 5 numbers of 47 ltr Carbon steel cylinders. [50 ltr carbon steel cylinder shall be used for storing Methane, Hydrogen and the 47 ltr carbon cylinders shall be used for storing Oxygen, Argon, Nitrogen].

### TECHNICAL BID PROFORMA Tender No. PH/MSRO/105/2024/UHPGAS Item Name: ULTRA HIGH PURITY (UHP) GASES REQUIRED FOR CVD PROCESS

## **1.0 Bidder Eligibility Criteria:**

Ι	Bidder Eligibility Criteria-I (Public Procurement – Preference to Make in India)	Class I / Class II	Local Content Percentage	Ref Page No.
I	Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P- 45021/2/2017-PP (BE II) dated 16 <sup>th</sup> September 2020 and other subsequent orders issued therein (ANNEXURE – D)			

Π	Bidder Eligibility Criteria-II	Complied/Not Complied	Ref Page No.
1	Vendor Registration ID/Proof		
2	Land Border Certificate (ANNEXURE – E)		
3	<b>OEM Certificate Form</b> -The Participating Bidder's firm shall be the Original Equipment Manufacturer (OEM) or OEM Certified authorized firm ( $ANNEXURE - F$ )		
4	Non- Debarment Declaration (ANNEXURE – H)		
5	Mandate Form (ANNEXURE – J)		
6	EMD as per Tender, to be remitted in the account number as given in the (Annexure – I) or EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Startups as recognized by Department of Industrial Policy & Promotion (DIPP). (MSE/MSME/DIPP PROOF should be enclosed in the cover containing technical bid).		
7	Vendor must provide test data of Impurities level present in the UHP gases to prove the compliance of all mentioned UHP gas specifications ( <i>Failing to provide the data proof will lead to disqualify</i> ).		
8	The bidder should have at least 05 years of service dealing with Ultra high purity gases to any company/organisation that works on Microwave Plasma Chemical Vapor Deposition (MPCVD). PO copies or relevant contact details of end user need to be submitted as the proof of service. IIT Madras reserves its right to verify the claims submitted by the bidder and the feedback from the previous customers will be part of technical evaluation.		

9	Vendor must submit the Manufacturing Authorization form / Original Equipment Manufacturer certificate	
10	The vendor must have an own processing plant for High purity Methane and High purity Hydrogen ( <i>Necessary valid proof such</i> <i>as plant registration/certification/equivalent document copy need</i> <i>to be submitted, failing to provide will lead to disqualify</i> ).	
11	The vendor needs to have the registered office with gas plant in southern part of India to immediately supply the required gases and other services if required ( <i>Contact list to be given as proof</i> ).	
12	The vendor must have at least 10 years of experience in the supply, refilling of ultra-high purity gases for Single crystal diamond application (Organization's registration copy or any other relevant documents needs to be submitted as a proof).	
13	Quantities of the gas cylinders given in the requirement table are approximate, it can be less or more according to the consumption. Actual billing would be based on actual consumed quantities. Thus, the bidder should quote a total price based on the quantity given in the requirement table along with per Rate per $M^3$ price of these gases.	

# 2.0 Technical Compliance:

# Specification of Required UHP Gases with Accepted Level of Impurities:

S.No.	Description	Accepted level of Impurities	Complied/Not Complied	Ref Page No.
		O2 <1.0 PPM		
1	Methane (99.9995%)	$N_2 < 3.0 PPM$		
L	Wethale (99.9993%)	$H_2O < 1.0 PPM$		
		OHC <1.0 PPM		
		O2 < 0.5 PPM		
		$H_2O < 0.5 PPM$		
2	Hydrogen (99.9999%)	CO+CO <sub>2</sub> <0.1 PPM		
		THC<0.1 PPM		
		$N_2 < 0.5 PPM$		
		N <sub>2</sub> <3.0 PPM		
		$H_2O < 1.0 PPM$		
3	Oxygen (99.9995%)	THC<0.1 PPM		
		AR <0.1 PPM		
		CO+CO <sub>2</sub> <0.5 PPM		
		O2 <1.0 PPM		
		$H_2O < 1.0 PPM$		
4	Argon (99.9997%)	N <sub>2</sub> <0.5 PPM		
		CO+CO <sub>2</sub> <0.5 PPM		
		THC<0.1 PPM		
5	Nitrogen (99.9997%)	O2 <1.0 PPM		

$H_2O < 1.0 PPM$	
CO+CO <sub>2</sub> <0.5 PPM	
THC<0.1 PPM	

\* Vendor must provide test data of Impurities level present in the UHP gases.

# Terms & Conditions:

S.No	Terms &Conditions	Complied/Not Complied	Ref Page No.
1	Payment only accountable after satisfactory supply of ordered items.		
2	Item should be delivered within one week form the date of P.O./ Releasing the request from the organization.		
3	The tenderer must declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship shall be strictly in accordance with the specifications.		
4	The request for supply of cylinders will be intimated to the successful tenderer through email by the Accounts Team of India Centre for Lab Grown Diamonds (InCent-LGD), IIT Madras.		
5	The quantity indicated is only approximate. The successful tenderer should make all the efforts to supply as per the demand of IITM.		
6	If the supply is not satisfactory or if there is any delay, the contract will be terminated forthwith without assigning any reason.		
7	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.		
8	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.		
9	Supply & collection of cylinders may be affected at the stores of the InCent-LGD Centre as intimated from time to time by the end user.		
10	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.		
11	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 must 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.	
12	The tenderer needs to supply the Total quantity of 5 numbers of 50 ltr Carbon steel cylinders and the total quantity of 5 numbers of 47 ltr Carbon steel cylinders. [50 ltr carbon steel cylinder shall be used for storing Methane, Hydrogen and the 47 ltr carbon cylinders shall be used for storing Oxygen, Argon, Nitrogen].	

(Note: It is mandatory for the bidders to provide the compliance statement (comply/not comply) for the above points with document proof as required). If the compliance statement (comply/Not comply) is not furnished for the evaluation. Bidders will be disqualified.

### SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

## **Requirements of UHP Gases on Monthly basis:**

(Note: Quantities of the gas cylinders given in the requirement table are approximate, it can be less or more according to the consumption. Actual billing would be based on actual consumed quantities. Thus, the bidder should quote a total price based on the quantity given in the requirement table along with per Rate per  $M^3$  price of these gases)

Gases	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025
Methane	2	3	3	3	3	3	3	3	3	3	3	3
Hydrogen	5	3	2	2	2	2	2	2	2	2	2	2
Oxygen	1	1	0	1	0	1	0	1	0	1	0	1
Argon	1	1	0	1	0	1	0	1	0	1	0	1
Nitrogen	2	2	2	2	2	2	2	2	2	2	2	2

- 50 ltr (12.5 M<sup>3</sup> volume) carbon steel cylinder shall be used for storing Methane.
- 50 ltr (10.0 M<sup>3</sup> volume) carbon steel cylinder shall be used for storing Hydrogen.
- 47 ltr (7.0 M<sup>3</sup> volume) carbon cylinders shall be used for storing Oxygen, Argon, Nitrogen.

FINANCIAL BID (PROFORMA) - BILL OF QUANTITIES (BOQ)
Item Name: Ultra High Purity (UHP) Gases Required for CVD Process
Tender No. PH/MSRO/105/2024/UHPGAS

It. No	Description of work	Quantity	Units	Basic Rate per unit in INR	GST in Percentage	Total Amount with taxes in INR
1	Methane (99.9995%)	437.5	<b>M</b> <sup>3</sup>			
2	Hydrogen (99.9999%)	280	<b>M</b> <sup>3</sup>			
3	Oxygen (99.9995%)	49	<b>M</b> <sup>3</sup>			
4	Argon (99.9997%)	49	<b>M</b> <sup>3</sup>			
5	Nitrogen (99.9997%)	168	<b>M</b> <sup>3</sup>			
6	New 50 Litre Carbon Steel cylinder	5	Nos.			
7	New 47 Litre Carbon Steel cylinder	5	Nos.			
	Grand Total					

Total Amount Rupees in words \_\_\_\_\_

Note:

- 1. Price bid as per this format to be uploaded only at the financial document column in CPP Portal. Price disclosure at the technical bid will result in disqualification.
- 2. Technical Bid Should NOT Contain Price Bid/Financial Bid details (or) Indication. If the price Details are indicated, mentioned inside the technical bid, then bid will be disqualified and neither the Technical Bid nor the Price Bid/Financial Bid will be considered.

I/We the bidder accept all the terms and conditions as per tender including all technical & commercial conditions.

Date: Place: Authorized Signatory (\_\_\_\_\_)

Seal and signature

### FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA – PER ITEM

### **Tender Reference Number:**

Name of the item / Service:

Date:	
I/We	S/o, D/o, W/o,
Resident of	

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part (1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (🗸	Tick (✓) and Fill the Appropriate Category				
	I/We[name of the supplier] hereby confirm in respect of quoted items				
	thatLocal Content is equal to or more than 50% and come under "Class-I Local Supplier"				
	category.				
	I/We[name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to 20% but less than 50% and come under "Class-II Local Supplier"				
	that Local Content is equal to 20% but less than 50% and come under "Class-II Local Supplier"				
	category.				
• Th	he details of the location (s) at which the local value addition is made and the proportionate value of				
100	cal content in percentage				
	ss% Percentage of Local content:%				
Auure					

For and on behalf of ...... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

# This letter should be on the letterhead of the quoting firm and should be signed by a competent authority. Non-submission of this will lead to Disqualification of bids.

(To be given on the letter head of the bidder)

No.\_\_\_\_\_

Dated: \_\_\_\_\_

### CERTIFICATE

(Bidders from India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

OR

## (whichever is applicable)

(Bidders from Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from \_\_\_\_\_\_ (Name of Country) and has been registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

Place: Date: Signature of the Tenderer Name & Address of the Tenderer with Office Stamp

### OEM CERTIFICATION FORM (In Original Letter Head of OEM)

Tender No: ..... Dated: .....

We are Original Equipment Manufacturers (OEM) of (Name of									
the co	mpany)	Ms				. (Name	e of the ve	ndor) is	s one
of	our	Distributors/D	ealers/Reseller	s/Partners		(tick	one)	for	the
						and is	participa	ting in	the
above	-menti	oned	tender	by	offer	ring	our	pro	oduct
model									

..... is authorized to bid, sell and provide service support warranty for our product as mentioned above.

Name and Signature of the authorized signatory of OEM along with seal of the company with Date

# <u>TENDER CHECKLIST – Mandatory to be filled and sent (inside the Main Bid</u> <u>Cover) along with Bidding Document.</u>

- (1) I have registered as a Vendor with IC&SR. (Proof to be enclosed) To submit document proof pertaining to point.no: 6 of tender ISO certificate, Active GSTIN certificate, valid PAN details.
- (2) Technical bid cover and Financial Bid cover to be submitted separated
- (3) Completed and **Signed Form of Tender**. The Form of Tender document shall be signed by a person legally authorized.
- (4) Completed Technical Compliance Statement
- (5) Evidence of similar contracts completed/Product supplied in case if the details are requested in (Annexure – A)
- (6) Certification of Class I / Class II (As a part of technical bid) per item / service / work as per (Annexure D)
- (7) EMD (Annexure I)
- (8) Land Border (Annexure E)
- (9) Authorized agent certificate from OEM is mandatory if Indian agent/Indian office of OEM is participating in this tender on behalf of OEM. (Annexure F)

The bid will be valid only if all the above documents are provided. Bidders are asked to supply and tick off the required information. Failure to provide any of the stated documents may result in the bid being considered as non-compliant and rejected.

# Signature of the Bidder

## FORM - A NON- DEBARMENT DECLARATION

Date: XXXX

To, The Indian Institute of Technology Madras, Sardar Patel road, Guindy, Chennai - 600036

# 

Dear Sir,

a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

b. We are not debarred by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities in last XX years.

Sincerely,

[BIDDERS NAME] Name Title Signature



### CENTRE FOR INDUSTRIAL CONSULTANCY & SPONSORED RESEARCH (IC&SR) INDIAN INSTITUTE OF TECHNOLOGY MADRAS CHENNAI 600 036



### ELECTRONIC CLEARING SERVICE (Credit Clearing)/ REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

### A. Details of Account Holder

Indian Institute of Technology - Madras
Industrial Consultancy and Sponsored Research Indian Institute of Technology-Madras, IIT- Madras Campus Post Office, Sardar Patel Road, Guindy, CHENNAI - 600 036
AAAAI3615G
33AAAAI3615G1Z6
Tel - 044-2257 8356
dricsr@iitm.ac.in

#### B. Bank Account Details:

Institution Account Name (As per Bank	The Registrar, Indian Institute of		
Record)	Technology - Madras		
Account No.	2722101003872		
IFSC CODE	CNRB0002722		
SWIFT CODE	CNRBINBBIIT		
Bank Name (in full)	Canara Bank		
Branch Name	IIT-Madras Branch		
Complete Branch Address	Canara Bank,		
	IIT-Madras Branch,		
	IIT- Madras Campus Post Office,		
	Sardar Patel Road,		
	Guindy, CHENNAI - 600 036		
MICR No.	600015085		
Account Type	Savings Account		

Certified that the Institute's account is in an RTGS enabled branch. I hereby declare that the particulars given above are correct and complete,

Date:

Nors

Signature of the competent Authority of the Institution with seal.

उप कुलसचिव (आई री) एवं एस.आर.) DEPUTY RECASTRAR (IC& SR) आई.आर टी. मदास, चेन्ने I.I.T. MADRAS, CHENNAI - 600 036.

Phone : +91 (0) 44 2257 8062 / 8061 / 8060 Fax : +91 (0) 44 2257 0545 / 2257 8366 email : deanicsr@iitm.ac.in website : http://www.iitm.ac.in

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### MANDATE FORM

### ELECTRONICS CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS.

### \*\*\*\*

### A. DETAILS OF ACCOUNT HOLDER:-

NAME OF ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/E MAIL	

### B. BANK ACCOUNT DETAILS:-

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS,	
TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS COMPUTERISED?	
WHETHER THE NRANCH IS RTGS ENABLED? IF YES,	
THEN WHAT IS THE BRANCH IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT(SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER(LATEST)	
MICR CODE OF BANK	

### DATE OF EFFECT:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

(.....) Signature of Customer

Date: Certified that the particulars furnished above are correct as per our records. (Bank's Stamp)

> (.....) Signature of Customer

Date :

- 1. Please attach a photocopy of cheque along with the verification obtained from the bank.
- 2. In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.