



Indian Institute of Science

Office of Laboratory Safety & Environmental Health

Domestic Tender for Disposal of Compressed Toxic Gas Cylinders

Tender No: IISc/Purchase/FFE/2022/01

Published date: 10th February 2022.

The tender document can be downloaded from the web site: <https://www.iisc.ac.in/business-with-iisc/tenders>.

Check the same website for updates/corrections.

Contact Details:

The Chairman, Purchase Committee
Office of Laboratory Safety & Environmental Health (OLSEH),
New Chemical Science Building, Room no. EG-29
Indian Institute of Science Bangalore - 560012
Email: kumarsaket@iisc.ac.in

1 Introduction

1. Indian Institute of Science (IISc) invites bids for
 - a. One time pickup and disposal of 15 toxic compressed gas cylinders.
 - b. Rate contract for 1 year for disposal of toxic compressed gas cylinders, starting from April 1st at the same cost. Upto 2 pick-ups in 1 year.
2. In this tender document, IISc or purchaser means Indian Institute of Science, Bangalore.
3. In this tender document, terms like firm, company, bidder, vendor etc. are used interchangeably for the bidders.
4. The deadline for submission of proposals is the 28th February 2022, 4:30 pm Indian Standard Time. Hardcopy of the proposals should arrive at the OLSEH office, New Chemical Science Building, Room No-EG- 29, Indian Institute of Science, Bangalore 560012, India, by the above deadline.
5. For any issues or clarifications or query relating to this tender, bidders are requested to contact the given email ID (kumarsaket@iisc.ac.in) only before the scheduled pre-bid clarification date & time. After this, no query will be entertained. Telephone calls or interim queries will not be entertained.
6. IISc has the right to modify the date and time of an event or issue any corrigendum / addendum of this tender.
7. The decision of Purchase Committee will be final.
8. For any amendments or corrigendum or addendum, the prospective bidders should keep watching the IISc website only wherein, all the information in this regard will be notified.

2 Schedule of Events

Event	Date
Tender Publishing Date	10 th February 2022
Last Date of submission of pre-bid queries (by email only)	18 th February 2022
No pre-bid meeting is scheduled. Answers to any questions will be provided over email (kumarsaket@iisc.ac.in). The prospective bidders are required to send their itemized queries.	--
Deadline for offline submission of bids	28 th February 2022
Opening of technical bids	2 nd March 2022
Opening of financial bids	TBD

3 Scope of Work

This tender encompasses two services:

1. One time pickup and disposal of 15 toxic compressed gas cylinders
 - a. The list of 15 toxic cylinders which must be immediately disposed is:

	Type of Gas Cylinder	Quantity	Size (Ltrs)
1.	2% Diborane in Argon	02	16
2.	1% Phosphene in Helium or Argon	01	10
3.	1% Arsine in Helium or Argon	02	10
4.	Germane	03	16
5.	Dichlorosilane	01	10
6.	Silane (100%)	01	10
7.	Silane (106 ppm in Hydrogen)	02	16
8.	Silane (107 ppm in Hydrogen)	01	16
9.	Silane (5% silane 95%Hydrogen)	01	47
10.	Arsine (5.0 Grade)	01	10
	Total	15	

- b. Any other info regarding these cylinders can be obtained by requesting kumarsaket@iisc.ac.in.
 - c. The cylinder pick-up must be completed within 7 days of issuing the PO.
 - d. The cost of pick-up must be included in the bid. See Annexure C.
2. Rate contract for 1 year for pick-up and disposal of toxic compressed gas cylinders, starting from April 1st.
 - a. The table above lists gasses with a NFPA 704 rating of 1 to 3. The vendor can assume that similar cylinders may be disposed during the year via the rate contract.
 - b. The vendor may be called to make up to 2 pick-up trips during the year. The specific schedule will be communicated to the vendor.
 - c. There is no minimum cylinder number for each trip. IISc may dispose as little as 1 cylinder per trip.
 - d. There is no guaranteed number of cylinders that must be disposed via the rate contract. The disposal is subject to availability.
 - e. The cost of pick-up must be included. See Annexure C.

3.1 Other details

1. Some of the cylinders are empty, some are full, and some are partially full/empty.
2. The cylinders are of different capacity: small 10 litres to 42 litres.
3. Some of these cylinders are more than 30 years old.
4. The pickup of cylinders is to be done from IISc campus. The cylinders must be picked directly from the department where they are currently stored during office hours: morning **10:00 am to evening 5:30 pm**.
5. The pick-up and disposal must be as per standard SOP, following all regulatory and safety precaution. Only vendors qualified to undertake this job are welcome. A MoU to this effect will be executed at the end of this tender.
6. The rate contract will be for 01 year, with an option to extend by one year with mutual consent.

7. The contractor shall provide **manifest copy** after the collection.

4 Submission of bid

The bids must be submitted in two parts (under two-cover bid system). Envelope 1 and envelope 2.

4.1 ENVELOPE No.1

The envelope for Technical Bid, "ENVELOPE No.1" shall be super scribed, "TECHNICAL BID for OFFER LETTER for disposal of Toxic gas cylinders from IISc Bangalore-560012".

Shall contain the following: Information as per the Performa "**MANDATORY TECHNICAL REQUIREMENT**" along with copies of the required/supporting documents as **per Annexure – A & B.**

4.2 ENVELOPE No.2

The envelope containing Financial Bid, "**ENVELOPE No.2**" shall be super scribed "FINANCIAL BID for OFFER LETTER for Disposal of Toxic gas cylinders from IISc Bangalore-560012".

Rates for disposal of Toxic gas cylinders from IISc Bangalore (**Annexure – C**) given in the Tender Document **Excluding GST**. Submission of Financial Bid In any format other than the provided format or including any attachment other than the Financial Bid as per the **format will not be accepted and the Bid will be rejected.**

5 Evaluation of Bid

Bids will be evaluated based on compliance with eligibility, technical specification, other terms, and conditions stipulated in the tender document. Incomplete submissions shall be disqualified

5.1 Technical evaluation

1. The technical bids will be evaluated first. The technical bids shall be scrutinized and evaluated by IISc based on eligibility criteria and qualifications as per details provided along-with documents by the bidder in their technical bid. IISc may ask for additional clarification / details / documents / technical presentation etc. For the purpose, any date fixed by IISc, will be final and binding. Decision of the IISc purchase committee, regarding technical evaluation and declaration of technically qualified bidders, will be final and binding.

5.2 Financial evaluation

2. Financial Bids (Price Bid) of only those bidders will be opened, who will be declared technically qualified. Decision of IISc purchase committee, in this regard, will be final and binding.
3. The price bids (submitted as per annexure C) of the technically qualified bidders will be evaluated based on the criteria defined below. A comparative chart will be prepared by IISc based on the bid price.

5.3 Selection of L-1

4. The variable A & D from Annexure C will be used for the lowest bid, i.e., L-1. The formula for calculating L-1 will be $(A+D*03)$. The bid with the lowest number as per the formula shall be declared the L-1.

5. If more than one bid is found to be L-1 then all the bids with the lowest cost will be declared L1. Decision of IISc about evaluation of financial bids will be final and binding.
6. The bids between Class 1 and Class 2 vendors will be compared as per GFR 2017.

5.4 Negotiation

7. IISc will negotiate with the L1 bidder(s). The PO will be awarded to the bid with the lowest final cost. If the two bids are same, the order may be split between the two vendors in a break-up that will be decided by the purchase committee. Decision of IISc on the fraction of the split will be final and binding.

6 Vendor qualifications/eligibility

1. Agency should have been in the business for minimum 03 **years**. This period of 3 Years in business should have been completed on the date of application. Proof for previous three years for services provided to any institution preferably PSUs/PSBs and should submit report of satisfactory service from them.
2. The vendor must have regulatory approval for disposing toxic gas cylinders. Documentation to support this must be provided.
3. The vendor must demonstrate prior experience of handling toxic gas cylinders. A set of previous POs or invoices should be provided. Experience of disposing toxic gas cylinders is preferable.
4. A list of prior customers must be provided as reference. Please add contact information so the purchase committee can contact the references directly.
5. Vendor must not be blacklisted by any institution of the Central or State Govt. / PSU/PSB in the past three years on any grounds whatsoever. A declaration to this extent must be provided by the vendor.
6. Vendor must be a Class 1 or Class 2 supplier, as defined by the GFR 2017. See Section 7.1 for details.

6.1 Inspection of capabilities

IISc reserves the right to confirm the vendor claims through any of the following:

1. Confirm the veracity of any of the documents submitted.
2. Inspect the worksite where the toxic cylinder disposal will be carried out. The SOP provided earlier must be feasible in the facility.
3. Directly contact the reference or customers of the applicant. The information from the references will be confidential and will be used by the committee to evaluate technical competence of the vendor.

7 Other Details

7.1 Compliance with GFR 2017

1. The commercial comparison is done as per Government of India rules, specifically GFR 2017. The GFR has recently been amended. We shall follow the GFR rules as they stand on the date the tender has been released.
2. As per recent edits to the GFR, there are three classes of vendors distinguished by their "local content". **In Annexure B, vendors must mention the "Class" that applies to them:**

- a. Class 1 supplier: Goods and services have a local content of equal to or more than 50%
 - b. Class 2 supplier: Goods and services have a local content more than 20% but less than 50%
 - c. Non-local supplier: Goods and services have a local content of equal to or less than 20%
3. This is domestic tender, in which only Class 1 and Class 2 suppliers can participate.
 - a. Quote should come from Indian companies or their Indian authorized distributor only.
 - b. The quotations should be on FOR-IISc Bangalore basis in INR only.

7.2 Rejection of Bids

1. IISc reserves the right to reject a tender under any of the following circumstances: -
 - a. If documents are submitted without seal & signature of the Vendor
 - b. If documents are incomplete
 - c. If any of the terms and conditions and mandatory declarations are not accepted.
 - d. If required information with appropriate documents in support of the same is not submitted as per **Annexure C**.
2. IISc reserves the right to abandon the tender process and reject all bids at any time prior to contract award, without incurring any liability.

7.3 Award and MoU

1. IISc will communicate to successful bidder/s (through email). The selected bidder/s must respond within 3 days.
2. The successful bidder/s must sign a MoU with IISc. The tender documents must identify the legal representative who will negotiate with IISc legal cell for the MoU. The vendor is expected to conduct negotiations in good faith and close the agreement within 7 days.
3. The most important part of the MoU is the indemnity clauses. See section 7.7 for the indemnity sought by IISc.

7.4 Payment Terms

1. IISc will not give any advance payment against work order.
2. Payment of bills will be made by the IISc after disposal of the toxic cylinders against a tax invoice. The invoice will be paid within 21 working days of submission of the invoice.

7.5 Cancellation of Contract:

The IISc reserves the right to cancel the rate-contract with the selected bidder/s at any time during the contract period, by giving a written notice of at least one (01) Months, for any valid reason, including but not limited to the following reasons:

1. Delay in execution of proper pickup of cylinders from IISc campus.
2. Discrepancies / deviations in the agreed process.
3. Violation of terms and conditions stipulated in this Bid /MoU.
4. Unsatisfactory performance of the bidder.
5. Any other valid reason.

7.6 Grievance Redressal

Any vendors have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to the OLSEH, Bangalore at safety.olseh@iisc.ac.in. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFQ.

7.7 Indemnity

The Vendor shall indemnify IISc, and shall always keep indemnified and hold IISc, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against all losses, liabilities, claims, actions, costs, and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against IISc because of:

1. IISc authorized / *Bona fide* use of the Services provided by Vendor under this assignment; and/or
2. Negligence or wilful misconduct of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against IISc; and/or
4. Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors, or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this assignment; and/or
5. Breach of confidentiality obligations of the Vendor; and/or
6. Any or all services infringing any patent, trademarks, copyrights, or such other Intellectual Property Rights.

7.8 Dispute Resolution

1. IISc and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective Safety officer / Safety committee Chair of IISc and the vendor, any disagreement or dispute arising between them under or in connection with the contract.
2. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bangalore. The Arbitration and Conciliation Act 1996 or any statutory modification there of shall apply to the arbitration proceedings.
3. Judgment upon the award may be entered by any court having jurisdiction there of or having jurisdiction over the relevant Party or its assets.

7.9 Governing Laws

This RFQ and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Bangalore shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

8 Annexure

8.1 Annexure A: Offer Letter

Annexure – A
ENVELOPE – 1

To,
The Chairman, Purchase Committee
Office of Laboratory Safety & Environmental Health (OLSEH),
New Chemical Science Building, EG-29, Indian Institute of Science Bangalore - 560012

Re: RFQ/tender document for Pickup and Disposal of Old/Empty Toxic gas cylinders from IISc Bangalore-560012

Dear Chair:

With reference to the RFQ/ Tender document.

Having examined the nature and quantum of work relating to the above-mentioned work and, I / We, hereby offer our service for Pickup and Disposal of Old/Empty Toxic gas cylinders from IISc.

I / We certify that the / our Company / firm or owner or any sister concern have not been blacklisted by any institution of the Central or State Govt. / PSU/PSB in the past three years on any grounds whatsoever.

1. We are complying with all the regulatory guidelines issued by IISc, State Govt. and Central Govt. with regards to Pick up and Disposal of Old/Empty Toxic gas cylinders from IISc campus from various departments.
2. We have read the general Terms and Conditions of the Work Contract and agree to abide and comply with the same.
3. In principle, we agree to indemnify IISc as per Section 7.7 of the RFQ. Specifics will be defined in the eventual MoU. We promise to negotiate the MoU, including the indemnity clauses, in good faith.

Yours faithfully

Name & Signature of the Vendor with Seal

Date:

Place:

8.2 Annexure B: Technical Details

Annexure – B ENVELOPE - 1

MANDATORY TECHNICAL REQUIREMENT

Description	Information from the Vendor			Annexure
Name and address of the Firm				B1
Type of Firm: (Sole Proprietorship/ Partnership/Ltd. Co./Other)				B2
Company / Firm Registration with date	Vendor must be in business for at least 3 years			B3
Name of contact person with Telephone Nos. & Email Id				B4
GST No.	GST copy			B5
PAN No.	PAN card copy			B6
Has your company/firm been blacklisted in past 3 years?	If yes, then provide details. If no, then leave blank.			B7
Do you have experience working with toxic gases cylinders?	If yes, then provide a certificate of experience with previous PO or invoices. Experience of disposing toxic cylinders is highly desirable.			B8
References (at least 3)	Client	Contact information	Description of the work done for the client	B9
SOP of the process followed in disposing the toxic gas cylinder	Describe the process in enough detail so that the committee can gauge the safety and efficacy of the disposal process. If the process is based on an industry standard, please mention the standard.			B10
Proof of regulatory approval	Any certificate from a state or central agency like the KSPCB, showing that the vendor has regulatory approval for this activity			B11

Self-declaration for local content requirement of GFR 2017	Vendors must mention the “Class” that applies to them. Only Class 1 or Class 2 suppliers can participate.	B12
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Name & Signature of the Vendor

Date:

Place:

8.3 Annexure C: Financial Bid

Annexure – C
ENVELOPE – 2

The Chairman, Purchase Committee
Office of Laboratory Safety & Environmental Health (OLSEH),
New Chemical Science Building, EG-29, Indian Institute of Science Bangalore - 560012

Ref RFQ/Tender for Pickup and Disposal of Old/Empty Toxic gas cylinders from IISc –
Bangalore -560012.

Dear Chair:

I / we declare that:

1. We have gone through the Tender document/RFQ in detail and understood the requirement of the Pickup and Disposal of Old/Empty Toxic gas cylinders from IISc Bangalore.
2. We understand the terms and conditions mentioned in the tender/RFQ.
3. The format of the quotation below is as per the format specified in the tender/RFQ.
4. The bid is valid for a period of 30 Days from the last date of submission of bids.

Table –A-Financial bid

	Item (without GST)	Cost (in ₹)
1.	One-time pick-up & disposal Cost of pick-up and safe disposal of 15 toxic gas cylinders as per the RFQ.	A
2.	Bidders should submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity, they will be suspended from participating in the tender.	B
3.	Performance Bank Guarantee The vendor should submit a declaration agreeing to a performance bank guarantee (PBG) of 3% of the total bid value until the end of the contract period. IISc will release this 3% value only upon satisfactory performance or provision of services during the period of contract.	C
4.	Rate contract Cost/cylinder of pick-up & disposal of toxic cylinders (NFPA 704 rating of 1-3). Up to 2 pickups in the year with at least 1 cylinder/each.	D
	GST will be extra, as per the prevailing rates	

Name & Signature of the Vendor

Seal:

Date:

Place: