



Indian Institute of Science

Office of Laboratory Safety & Environmental Health

Domestic Tender for Collection & Safe Disposal of Waste Oil from IISc Bangalore

Tender No: IISc/Purchase/FFE/2022/03

Published date: 21st March 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

Indian Institute of Science (IISc) invites bids for

1. Collecting of waste oil from transformer, DG set/Pump etc. oil from IISc campus.
2. Rate contract for 01 year for collection and safe disposal of waste oil of transformer, DG set oil from IISc campus. Up to 04-05 pick-ups (Every 03 Months) in 01 year.
3. In this tender document, IISc or purchaser means Indian Institute of Science, Bangalore.
4. In this tender document, terms like firm, company, bidder, vendor etc. are used interchangeably for the bidders.
5. The deadline for submission of proposals is the **01st April 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.
6. 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.
7. IISc has the right to modify the date and time of an event or issue any corrigendum/ Addendum of this tender.
8. The decision of Purchase Committee will be final.
9. 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	21 st March 2022
Last Date of submission of pre-bid queries (by email only)	05 th April 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	13 th April 2022
Opening of Technical bids	25 th April 2022
Opening of Financial bids	26 th April 2022

3 Scope of Work

This tender is for the service of collecting waste oil from IISc. The waste oil will be from transformer, DG set, Pump oil, Spent oil etc.

1. The pick-up will be from various department on the campus. The pick-up sites will be decided by IISc.
2. The vendor will be responsible for all the actions relating to the pick-up, i.e., vehicle, driver, helper (if any), transport to processing center, and eventual disposal.
3. The waste oil must be disposed-off in a manner consistent with KSPCB and other governmental regulations.
4. The tenure of this contract is 01 year, starting from May 02nd.
5. The waste will be scheduled once every quarter, i.e., 4 times a year. The specific schedule will be communicated to the vendor.
6. There is no minimum quantity for each trip. IISc may dispose as little as 1 Ltrs of oil waste in each given trip.
7. There is no guaranteed number of litres that must be disposed via the contract. However, in the past we have disposed 6000 litres of waste oil in a year.
8. Any other info regarding this tender can be obtained by requesting kumarsaket@iisc.ac.in.

3.1 Duties & Responsibilities of Vendors

1. The collection of waste oil from IISc campus and its safe disposal.
2. Vendor will be responsible for any spillage that occurs during the collection of waste oil.
3. Oil should be collected by the vendor or their representative under proper supervision and/or by skilled personnel authorized by the vendor or their representative.
4. Vendor shall ensure that in case of an accident or any unforeseen events during transportation, the waste oil should not be misused; the entire quantity shall be transferred to another vehicle and transported to their site safely at the cost of the vendor.
5. Form 10 copy (Manifest) should be provided during the time of collection of waste oil by the vendor.
6. Vendor should ensure the Transport Vehicles deployed and utilized for transportation of the waste oil by the vendor should be road worthy, fit to carry such waste oil as prescribed by statutory bodies such as Department of Ecology/Environment, KSPCB and such other statutory bodies as prescribed from time to time, at their own costs.
7. Vendor should ensure that the vehicles are used exclusively for the transportation of waste oil, maintained in good condition and an alternative arrangement made in case of breakdown at their own costs.
8. For Technical qualification, vendor must have to submit the proper SOP (Standard Operating Procedure) in detail to IISc to ensure the process for collection and disposal of waste oil.
9. Vendor should provide the necessary safety gear and equipment's and PPEs (Personal Protection Equipment) like Apron, Steel toe safety shoes (non-Slippery), dotted gloves to their employees, workers who comes for the collection of waste oil at their own cost to undertake the said activities.
10. Vendor should always keep empty barrels within the vehicle if the collection of oil will be more.
11. Vendor should bring motor, pump, extension wires and pipes during the collection of waste oil.
12. Vendor will be directly responsible for compliance of all statutory provisions relating to provident fund and employees state insurance etc. in respect of its employees; deployed for the purpose of collection, transportation, and disposal of the oil wastes.
13. Vendor should inform OLSEH before coming to campus for collection of oil.

14. Gate pass will be issued after the collection of the waste oil from OLSEH office and security.
15. On request, OLSEH staff can assist the vendor vehicle driver during the collection of waste oil across campus. The OLSEH staff will help with navigating the driver, but the vendor staff is responsible for any manual labour.
16. The oil waste shall be collected from several locations specified by IISc within the campus.
17. Vendor should wait for the departments to provide the oil waste. The vendor must finish collecting oil from one department before moving on to another department.
18. Any issues during the waste collection need to be communicated to the OLSEH.
19. Vendor needs to obtain all additional licenses, permits, consents, sanctions etc. as may be required or called for from/by local or any other authority for undertaking such work or in furtherance to this agreement.
20. Vendor shall comply with all applicable laws, rules, and regulations in force. Vendor should undertake to produce the licenses /permissions etc. so obtained to IISc or furnish copies thereof as and when required by IISc.
21. Vendor should also undertake to keep and get renewed such license, permission etc. from time to time and shall be responsible for any contravention of the local, municipal, central state and other laws, rules, and regulations etc.

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 Collection & Safe Disposal of Waste oil from IISc Bangalore-560012**". The envelope shall contain information for "**TECHNICAL BID**" 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 Collection & Safe Disposal of Waste oil from IISc Bangalore-560012**". Rates for disposal of waste oil 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 by IISc for the eligibility criteria and qualifications as per details provided along-with documents by the bidder in their technical bid.
2. IISc may ask for additional clarification / details / documents / technical presentation etc. For the purpose, any date fixed by IISc, will be final and binding.
3. Decision of the IISc purchase committee, regarding technical evaluation and declaration of technically qualified bidders, will be final and binding.

5.2 Financial Evaluation

4. 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.
5. 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.
6. The variable A to F from Annexure C will be used for the lowest bid, i.e., L-1. The formula for calculating L-1 will be **[A-B+(C-D) *5 + (E-F) *10]**. The bid with the lowest number as per the formula shall be declared the L-1.
7. 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.
8. The bids between Class 1 and Class 2 vendors will be compared as per GFR 2017.
9. IISc may negotiate further with the L1 bidder(s).
10. The tender will be awarded to the bid with the lowest final cost.

5.3 Award and MoU

1. IISc will communicate to successful bidder/s (through email). The selected bidder(s) must respond within 03 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 vendor must also agree to the clauses in Section 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8 & 7.9. The most important part of the MoU is the indemnity clauses.
4. The tender assumes the vendor will conduct MoU negotiations in good faith.
5. While MoU is being drafted, the Vendor shall register on the IISc portal, so that invoice to and from vendor can be processed.
6. Failure to close the MoU or vendor registration during the stipulated time will lead to cancellation of the bid. In such cases, the purchase committee may award the tender to L2 (second lowest bidder) instead.

6 Vendor Qualifications/Eligibility

1. Vendor should have been in the business for a minimum **03 years**. The vendor must submit Company registration certificate (Annexure B3).
2. 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 effect must be provided by the vendor (annexure B7).
3. The vendor must have prior experience of handling and disposing waste oil. A set of previous POs (Purchase Order) or invoices should be provided (Annexure B8).
4. A list of prior customers must be provided as reference. Please add contact information so the purchase committee can contact the references directly (Annexure B9). The feedback from the references will be confidential and will be used by the committee to evaluate technical competence of the vendor.
5. The vendor must have regulatory approval for disposing waste oil. Documentation to support this must be provided (Annexure B10).
6. Vendor must be a Class 1 or Class 2 supplier, as defined by the GFR 2017. See Section 7.1 for

details. A self-declaration to effect needs to be provided (Annexure B11).

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 waste oil disposal will be carried out. The SOP provided earlier must be feasible in the facility (Annexure B12).

7 Other Details

7.1 Compliance with GFR 2017

1. 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 a 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

IISc reserves the right to reject a tender under any of the following circumstances: -

1. If documents are submitted without seal & signature of the Vendor
2. If documents are incomplete.
3. If any of the terms and conditions and mandatory declarations are not accepted.
4. If required information with appropriate documents in support of the same is not submitted as per **Annexure A, B & C**.
5. 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 Payment Terms

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

7.4 Security Deposit.

1. Vendors usually pay money for waste oil. To ensure timely payment, IISc shall expect a security deposit equal to rupees "D*1000" (D refers to the field in the financial bid).
2. If the vendor racks up arrears more than the security deposit, and does not pay them even after 03 reminders, the vendor shall be in violation of the contract. In such cases, IISc will seize the security deposit and cancel the contract.
3. At the end of satisfactory service, the security deposit shall be reimbursed.

7.5 Cancellation of Contract:

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 collection of waste oil 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 the 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 willful 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 thereof shall apply to the arbitration proceedings.

3. Judgment upon the award may be entered by any court having jurisdiction thereof 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

ENVELOPE – 1

Annexure – A

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 Collection and Safe Disposal of Waste Oil 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 Collection and Disposal of Waste Oil from IISc Bangalore.

1. 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.
2. We are complying with all the regulatory guidelines issued by IISc, State Govt. and Central Govt. with regards to Collection and Disposal of waste oil from IISc campus from various departments.
3. We have read the general Terms and Conditions of the Work Contract and agree to abide and comply with the same.
4. 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.
5. We understand that attempt to modify or change any part of this bid will result in rejection of the bid. We may also be barred from participating in any future tender with the same scope.

Yours faithfully

Name & Signature of the Vendor with Seal:

Date:

Place:

8.2 Annexure B: Technical Details

ENVELOPE - 1

Annexure – B

	Description	Information from the Vendor	Annexure
1.	Name and address of the Firm		B1
2.	Type of Firm: (Sole Proprietorship/ Partnership/Ltd. Co./Other)		B2
3.	Company / Firm Registration with date	Vendor must be in business for at least 03 years	B3
4.	Name of contact person with Telephone & Email Id		B4
5.	GST No.	GST copy	B5
6.	PAN No.	PAN card copy	B6
7.	Has your company/firm been blacklisted in past 03 years?	If yes, then provide details. If no, then provide a self-declaration to this effect.	B7
8.	Do you have experience working with Collection & Disposal of Waste oil?	If yes, then provide a certificate of experience with previous PO (Purchase Order) or invoices. Experience of disposing waste oil is highly desirable.	B8
9.	References (at least 3)	<ol style="list-style-type: none"> 1. Client 2. Contact information 3. Description of the work done for the client 	B9
10.	Proof of Regulatory Approval	Certificate from a state or central agency like the KSPCB, showing that the vendor has regulatory approval for this activity.	B10
11.	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.	B11
12.	SOP of the process followed in disposing the waste oil	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.	B12

Name & Signature of the Vendor with Seal:

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 Collection and Safe Disposal of Waste Oil from IISc campus –
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 Collection and Disposal of Waste Oil 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 **90 Days** from the last date of submission of bids.
5. We agree to a security deposit equal to ₹ (D*1000). IISc will release this deposit upon satisfactory performance or provision of services during the period of contract. The security deposit may be seized if arrears exceed the security deposit and vendor does not clear them after 3 reminders.
6. GST will be extra, as per the prevailing rates.

Table –A-Financial bid

S.No.	Quantity in a certain pick-up	Payment from IISc to Vendor (Rate Per Litre)	Payment from vendor to IISc (Rate Per Litre)
1.	01 to 200 Litres	A	B
2.	200 to 1000 Litres	C	D
3.	Above 1000 Litres	E	F

Name & Signature of the Vendor Seal:

Date:

Place: