

Indian Institute of Science

Office of Laboratory Safety & Environmental Health

Domestic Tender for Disposal of Compressed Toxic Gas Cylinders

Tender No: IISc/Purchase/TGC/2025/01

Published Date: 13-05-2025

The tender document can be downloaded from the website: https://iisc.ac.in/all-tenders/Check the same website for updates/corrections.

Contact Details:

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

1 Introduction

- 1. Indian Institute of Science (IISc) invites bids for
 - a. Pickup and disposal of toxic and flammable compressed gas cylinders, categorized under the classes listed in the scope of work (e.g., hydrides, halogenated gases, cyanides, organometallics, etc.).
 - b. The rate contract will be for 3 years for the pickup and disposal of compressed gas cylinders, with separate fixed rates specified per gas category. The quoted rates must include all handling, transport, safety compliance, and documentation charges.
- 2. In this tender document, "IISc" or "purchaser" refers to the Indian Institute of Science, Bangalore.
- 3. The terms "firm," "company," "bidder," "vendor," etc., are used interchangeably to represent the entities participating in the bidding process.
- 4. The deadline for submission of sealed proposals is 03 June 2025, 4:30 PM IST.
 - Hard copies of the proposal should reach the following address by the above deadline: EG-29, OLSEH Office, New Chemical Science Building, Indian Institute of Science, Bangalore – 560012, India.
 - Late submissions will not be considered under any circumstances.
- 5. For any issues, clarifications, or queries relating to this tender, bidders are requested to contact the given email ID (krakshith@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 to this tender.
- 7. The decision of the Chair of the Safety Committee will be final.
- 8. For any amendments, 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	13 th May 2025
Last Date of submission of pre-bid queries (by email only)	30 th May 2025
No pre-bid meeting is scheduled. Answers to any questions will	
be provided over email (<u>krakshith@iisc.ac.in</u>). The prospective	
bidders are required to send their itemized queries.	
Deadline for offline submission of bids	3 rd June 2025
Opening of technical bids	4 th June 2025
Opening of financial bids	5 th June 2025

3 Scope Of Work

This tender encompasses the rate contract for 3 years for the pickup and disposal of toxic or flammable compressed gas cylinders as per the categories listed below, starting from June 2025.

Category	Examples to highlight the general class
Hydrides	Arsine (AsH ₃), Silane (SiH ₄), Diborane (B ₂ H ₆), Phosphine (PH ₃)
Halogenated gases	chloroform (CHCl ₃), dichloromethane (CH ₂ Cl ₂), Methyl chloride (CH ₃ Cl), dichlorosilane (SiH ₂ Cl ₂), & Silicon tetrafluoride (SiF ₄)
Halogen Acids	Hydrofluoric acid (HF), Hydrochloric acid (HCl), & Hydrogen bromide (HBr)
Cyanides & cyanates	Hydrogen cyanide (HCN), Cyanogen chloride (ClCN), & Methyl isocyanate (MIC)
Toxic Oxides of Nitrogen	Nitric oxide (NO), Nitrogen dioxide (NO ₂)
Toxic Oxides of Sulphur	Sulfur dioxide (SO ₂), Sulfur trioxide (SO ₃)
Sulphides, selenides, * tellurides	Hydrogen sulphide (H ₂ S) and hydrogen selenide (H ₂ Se)
Flammable alkane, alkane- derivatives, & reaction byproducts	Acetylene (C ₂ H ₂), Ethylene oxide, Carbon monoxide (CO), Volatile Organic Compounds (VOCs)
Pyrophoric organometallics	Methylmercury (CH ₃ Hg), Dimethylmercury (C ₂ H ₆ Hg), trimethyl aluminum (CH ₃) ₃ Al, trimethyl gallium (CH ₃) ₃ Ga, & diethyl zinc (C ₂ H ₅) ₂ Zn

Note: The gases listed above are **illustrative examples only**. Vendors are expected to handle cylinders containing gases of **similar chemical nature**, **hazard class**, **or behavior**, even if not specifically named.

Note: If a gas cylinder contains a mixture of flammable gases, the rate is determined based on the gas with the highest composition. Example: A cylinder contains a mixture of Propane (60%) and Butane (40%) - both flammable gases. Since Propane has a higher composition, the pricing will be based on Propane.

- 1. Vendors are expected to quote a **separate rate per cylinder for each of the above** gas categories.
- 2. The gases include those with an NFPA 704 health, flammability, or reactivity rating of 1 to 4. The Vendor can assume that similar cylinders may be disposed of during the contract period.
- 3. Pickup will be on-call based on specific requests made during the year. The schedule and department contact person will be communicated to the Vendor.

- 4. There is no minimum quantity of cylinders per pickup. The Institute may dispose of as few as one cylinder per call.
- 5. The number of cylinders for disposal is not fixed. Disposal will be as per requirement and availability.
- 6. The quoted rate must include pickup, handling, transportation, and other incidental costs. Refer to Annexure C for the format.
- 7. The Vendor shall ensure safe and lawful disposal per the latest guidelines of CPCB, MoEF & CC, PESO, and other applicable authorities.
- 8. Emergency pickup requests may be made. The Vendor must respond to mail within 48 hours of such requests.

3.1 Other Details

- 1. Cylinders may be empty, partially full, or complete at pickup.
- 2. Cylinder capacities range from small laboratory-scale cylinders (> 50 ml) to 42 L.
- 3. Some cylinders may be older than 30 years and may not have visible labeling. The Vendor is expected to handle such items cautiously and professionally.
- 4. Pickup is to be arranged from within the IISc campus, from the departmental location where they are stored. Access permissions will be coordinated.
- 5. Pickup timings: Between 10:00 AM and 4:30 PM on working days only, unless mutually agreed otherwise.
- 6. The Vendor must adhere to standard operating procedures (SOPs) for handling hazardous materials and always ensure compliance with regulatory and safety norms.
- 7. Only authorized vendors with the necessary permissions, training, and licenses are eligible. Relevant certifications, licenses, and experience documents must be submitted along with the bid.
- 8. A Memorandum of Understanding (MoU) will be signed with the selected Vendor after the tender process.
- 9. The rate contract will be valid for 3 years, with an option for an extension of 1 year on mutual Agreement and satisfactory performance.
- 10. After each collection, the contractor shall provide a copy of the manifest/documentation.
- 11. The contractor is responsible for transportation in certified vehicles, ensuring no leakage, exposure, or incident during transit.
- 12. Any accidental spillage, leakage, or mishap must be reported immediately to IISc, and necessary action must be taken in coordination with emergency protocols.
- 13. The Vendor must also comply with ESG and sustainability practices, wherever possible, for eco-friendly disposal.

4 Submission Of Bid

The bids must be submitted under a **two-cover bid system**, comprising two separate sealed envelopes: **Envelope 1** (Technical Bid) and **Envelope 2** (Financial Bid).

4.1 Envelope no.1 – Technical bid

- 1. The envelope should be clearly labeled as "Technical bid for disposal of toxic or flammable gas cylinders from IISc Bangalore."
- 2. This envelope shall have a filled and signed "MANDATORY TECHNICAL REQUIREMENTS" form. Supporting documents as specified in Annexure A & B.
- 3. No pricing information should be included in this envelope. The inclusion of financial data in Envelope 1 will lead to **disqualification**.

4.2 Envelope no.2 – Financial bid

- 4. The envelope should be clearly labeled as "FINANCIAL BID for disposal of toxic or flammable gas cylinders from IISc Bangalore."
- 5. This envelope shall contain the Financial Bid strictly as per the format given in **Annexure C**, with rates quoted **per cylinder**, **excluding GST**.

4.3 Submission Procedure

- 6. Both envelopes must be sealed and placed in a larger outer envelope, which must be labeled as "BID for disposal of toxic or flammable gas cylinders from IISc Bangalore."
- 7. The complete bid should be sent to Room No. EG-29, The OLSEH Office, New Chemical Science Building, Indian Institute of Science, Bangalore 560012, India, to reach before the deadline of _____ 2025, 4:30 PM IST.
- 8. Late submissions or bids sent without proper labeling/sealing may be rejected.

5 Evaluation of Bid

 Bids will be evaluated based on compliance with eligibility criteria, technical specifications, and the terms and conditions stipulated in this tender document. Incomplete or non-compliant submissions shall be disqualified without further consideration.

5.1 Technical Evaluation

- 1. The technical bids will be opened and evaluated first.
- 2. The IISc Safety Committee will evaluate based on eligibility criteria, mandatory technical requirements, documentary evidence given in support, prior experience and credentials, certifications, and compliance with applicable regulations.
- 3. If required, IISc reserves the right to seek more clarifications, supporting documents, or a technical presentation from bidders. The response to these clarifications must be sent within the stipulated timeframe.
- 4. Bidders not sending the requested information within the stipulated time or not meeting the eligibility criteria will be disqualified.
- 5. The decision of the IISc Safety Committee on the technical qualification of bidders shall be final, binding, and non-contestable.

5.2 Financial evaluation

- 1. Only those declared technically qualified bidders will be considered for financial bid evaluation. Financial bids of disqualified bidders will be unopened.
- 2. Financial bids must be given strictly as per the format in Annexure C. Deviations or alterations will lead to rejection.
- 3. The L1 shall be calculated only on the quoted rate per cylinder (excluding GST), i.e., item "A" in Appendix C.
- 4. The L1 bidder will be selected based on the lowest average price quoted across all types of gas cylinders.
- 5. The contract will be awarded to the lowest evaluated responsive bidder (L1), meeting all the tender conditions. However, IISc reserves the right to negotiate with the L1 bidder if necessary.
- 6. In case of a tie, preference may be given to the bidder with the highest average turnover over the last three financial years.
- 7. In case of abnormally low bids, IISc reserves the right to seek justification or reject the bid if it is found non-viable or unsustainable for the scope of work.
- 8. The decision of the Safety Committee will be final and binding.

6 Vendor qualifications/eligibility

To be considered eligible for participation in this tender, vendors must meet the following minimum qualifications:

- 1. The vendor/agency must have been in continuous operation for at least three (3) years as of the bid submission date.
- 2. Documentary evidence (such as work orders, contracts, or invoices) of services rendered in the past three years must be submitted. Preference will be given to vendors who have provided similar services to Public Sector Undertakings (PSUs) or reputed academic/research institutions. A satisfactory service report or completion certificate from previous clients must be attached.
- 3. The Vendor must possess all valid statutory approvals and authorizations necessary for the collection, transport, handling, and disposal of toxic and/or flammable compressed gas cylinders from the Central Pollution Control Board (CPCB) or State Pollution Control Boards (SPCBs). Copies of all relevant licenses, certificates, and approvals must be enclosed.
- 4. The Vendor must show prior experience in handling and disposing of toxic gas cylinders, with proof such as Copies of earlier Purchase Orders (POs) or invoices, details of the types of gases dealt with, and a description of prior disposal methods
- 5. A list of prior clients/customers must be given as references, preferably from PSUs or academic institutions. The list must include contact details (Name, Email ID, and Phone Number) to help direct verification by the IISc.

- 6. The Vendor must give a self-declaration on their company letterhead stating that they have not been blocklisted by any Central or State Government agency, PSU, or Autonomous Institution in the last three years for any reason whatsoever.
- 7. The vendor must qualify as a Class 1 or Class 2 local supplier as defined under the General Financial Rules (GFR) 2017. However, in accordance with the guidelines, preference shall be given to Class 1 local suppliers in procurement decisions wherever applicable
- 8. As per the General Financial Rules (GFR) 2017 and the MSME Development Act, 2006, Micro and Small Enterprises (MSEs) registered under the Udyam portal are eligible to seek exemptions from certain qualification criteria and the Earnest Money Deposit (EMD). Such vendors are encouraged to apply for this tender. IISc will follow the applicable provisions of GFR 2017 in this regard.
- 9. The Vendor should have trained technical personnel and the necessary infrastructure for the safe handling, collection, and disposal of toxic gas cylinders as per applicable laws and industry standards.

6.1 Inspection of Capabilities

IISc reserves the right to independently verify the claims made by the bidder through any or all of the following measures:

- 1. IISc may validate the authenticity of certificates, authorizations, declarations, and any other documents submitted with the bid.
- 2. IISc may inspect the Vendor's premises or the designated disposal site/facility to confirm the availability of adequate infrastructure, implementation of the Standard Operating Procedures (SOPs), and compliance with regulatory safety standards.
- 3. IISc may contact the references provided by the Vendor to obtain confidential feedback regarding past performance, reliability, safety, and professionalism.
- 4. IISc reserves the right to assess the competency of the team that will be deployed for the execution of this contract.

Note: Failure to cooperate with the above verification measures or any material discrepancy in the information submitted may result in the bidder's disqualification at any evaluation stage.

7 Other Details

7.1 Compliance with GFR 2017

- 1. The commercial comparison is done according to the rules of the Government of India, specifically GFR 2017. The GFR has recently been amended. We shall follow the GFR rules when the tender is released.
- 2. As per recent GFR edits, three classes of vendors are 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 equal to or more than 50%
- b. Class 2 supplier: Goods and services have a local content of more than 20% but less than 50%
- c. Non-local supplier: Goods and services have a local content equal to or less than 20%
- 3. This is a domestic tender in which only Class 1 and Class 2 suppliers can participate.
 - a. Quotes should come from Indian companies or their Indian distributor only.
 - b. The quotations should be on a FOR-IISc Bangalore basis in INR only.

7.2 Rejection of Bids

- 4. IISc reserves the right to reject any bid without assigning any reason under any of the following circumstances:
 - a. If the submitted documents are not signed and stamped by an authorized signatory.
 - b. If the bid documents are incomplete or do not comply with the format/instructions specified in the tender.
 - c. If the Vendor fails to accept the mandatory terms and conditions or declarations specified in the tender.
 - d. If mandatory documents supporting the claims made in Annexures A, B, or C are not submitted in the prescribed manner,
 - e. If there is any misrepresentation, false information, or suppression of material facts by the Vendor.
- 5. IISc further reserves the right to abandon the tender process or reject all bids at any time before the award of the contract without assigning any reason and without incurring any liability whatsoever to the affected bidder.

7.3 Award and MoU

- 6. IISc will communicate the award notification to the successful bidder(s) via the official email ID in the bid submission.
- 7. The selected bidder(s) must acknowledge receipt and confirm acceptance of the award within three (3) working days of receiving the email.
- 8. The successful bidder(s) must enter a formal Memorandum of Understanding (MoU) with IISc detailing the scope of work, legal obligations, responsibilities, timelines, and compliance requirements.
- 9. The tender response must specify the name and designation of the authorised legal representative who will negotiate and finalize the MoU with IISc's legal cell.
- 10. The Vendor is expected to conduct negotiations in good faith and finalize the MoU within seven (7) working days from the award's communication date.
- 11. The MoU shall include, among other clauses, indemnity provisions as per Section 7.7 of this tender.

7.4 Payment Terms

12. IISc will not give any advance payment against the work order.

13. The IISc will pay bills against a tax invoice after the disposal of the toxic cylinders. The invoice will be paid within 21 working days of submission of the invoice.

7.5 Cancellation of Contract

- 14. IISc reserves the right to terminate the contract at any point under any of the following circumstances. In such cases, IISc will issue a warning with a grace period of 7 working days. The Agreement will terminate automatically after the grace period if the problem is not rectified or no response is received. IISc may forfeit the performance guarantee and blacklist the Vendor from future participation in tenders.
 - Delays or repeated failures in the timely pickup of cylinders from the IISc campus.
 - b. Non-compliance or deviation from the agreed-upon procedures and safety protocols.
 - c. Violation of any terms and conditions specified in the tender document, work order, or MoU.
 - d. Unsatisfactory performance regarding service quality, safety practices, responsiveness, or documentation.
 - e. Failure to adhere to legal, regulatory, or environmental norms related to the disposal process.
- 15. IISc reserves the right to terminate the contract at any time by issuing a written notice of at least one (1) month.

7.6 Grievance Redressal

16. Any vendors who have a grievance against a decision or action concerning the provisions of this RFQ may file a request to the OLSEH, Bangalore, at safety.olseh@iisc.ac.in. Please note that the grievance can be filed only by the Vendor who has participated in procurement proceedings per the provisions of this RFQ.

7.7 Indemnity

- 17. The Vendor shall indemnify IISc and shall always keep indemnified and hold IISc, its employees, personnel, officers, and directors (hereinafter collectively referred to as "IISc 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:
 - The authorized or bona fide use of the services provided by the Vendor under this contract by IISc and/or
 - b. Any negligence, willful misconduct, or omission by the Vendor or its employees, agents, sub-contractors, or affiliates in the performance of obligations under this contract and/or

- c. Any claim made by employees, agents, or sub-contractors (or their employees) engaged by the Vendor against IISc, including but not limited to employment-related claims and/or
- Any claims arising from the non-payment of dues, wages, statutory benefits, or breach of statutory obligations by the Vendor towards its personnel or subcontractors and/or
- e. Any breach of confidentiality, data protection laws, or information security obligations by the Vendor or its representatives and/or
- f. Any claim that the services or deliverables provided by the Vendor infringe upon the intellectual property rights (including but not limited to patent, copyright, trademark, or trade secrets) of any third party.

7.8 Dispute Resolution

- 18. In case of any dispute or difference arising out of or relating to this contract, the parties shall endeavor to first resolve such disputes amicably through direct negotiations between the Safety Officer or Safety Committee Chair of IISc and the authorized representative of the Vendor.
- 19. If the negotiations fail to resolve the dispute within a reasonable period, either party may refer the matter to arbitration per the following provisions.
 - a. The arbitration shall be conducted per the Arbitration and Conciliation Act, 1996, including any statutory modifications or re-enactments.
 - b. The arbitration shall be held in Bangalore, India, and the proceedings shall be in English.
 - c. The arbitration may be conducted by a sole arbitrator mutually agreed upon by the parties. In the absence of such Agreement, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator, who shall act as the Presiding Arbitrator or Chairman of the tribunal.
 - d. The award passed by the arbitrator(s) shall be final and binding on both parties.
 - e. Either party may enforce the award in any court of competent jurisdiction, and judgment may be entered accordingly.
- 20. The parties agree that courts in Bangalore shall have exclusive jurisdiction for legal action relating to this Agreement, subject to the arbitration clause above.

7.9 Governing Laws

21. This RFQ and the subsequent contract shall be governed, construed, and enforced per 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.

Annexures

8 Annexure A: Offer Letter

To,

The Chair, Safety 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 or Flammable gas cylinders from IISc Bangalore-560012

Dear Chair:

About the RFQ/ Tender document.

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

I / We certify any institution of the Central or State Govt has not blacklisted that / our Company/firm or owner or any sister concern. / PSU 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. about the pickup and Disposal of Old/Empty Toxic and Flammable gas cylinders from the IISc campus from various departments.
- 2. We have read the general Terms and Conditions of the Work Contract and agree to abide by and comply.
- 3. 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:

9 Annexure B: Technical Bid

	Description	Information f	rom 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	The vendor m	B3			
4	Name of contact person with Telephone Nos. & Email Id				B4	
5	GST No.	GST copy			B5	
6	PAN No.	PAN card cop	PAN card copy			
7	Has your company/firm been blacklisted in the past 3 years?	If yes, then pro	B7			
8	Do you have experience working with toxic and flammable gas cylinders?	If yes, then provide a certificate of experience with previous PO or invoices. Experience in disposing of toxic and flammable cylinders is highly desirable.			B8	
9	References (at least 3)	Client	Contact information	Description of the work done for the client	B9	
10	SOP of the process followed in disposing of the toxic and flammable 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	
11	Proof of regulatory approval	Any certificate from a state or central agency, like the B KSPCB, showing that the Vendor has regulatory approval for this activity				

12	Self-declaration	Vendors must mention the "Class" that applies to	B12
	for local content	them. Only Class 1 or Class 2 suppliers can	
	requirement of	participate.	
	GFR 2017		

Name & Signature of the Vendor

Date:

Place:

10 Annexure C: Financial Bid

The Chair, Safety 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 thoroughly reviewed the tender document/RFQ and understood the requirements for picking up and disposing of old/empty toxic and flammable gas cylinders from IISc Bangalore.
- 2. We understand the terms and conditions mentioned in the tender/RFQ.
- 3. The quotation format below is per the format specified in the tender/RFQ.
- 4. The bid is valid for 30 Days from the last Date of submission of bids.

	Item (without GST)	Cost (in ₹)
1.	Separate rate per cylinder for each of the gas categories listed in the Scope of Work for the pickup and safe disposal of toxic and flammable gases (NFPA 704 rating 1–4), inclusive of handling, transport, safety compliance, and documentation charges. The L1 shall be calculated based on the average quoted rate across all gas cylinder types listed by the bidder (excluding GST).	А
2.	Bidders should submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during the period of validity, they will be suspended from participating in the tender.	В
3.	Performance Bank Guarantee The Vendor should submit a declaration agreeing to a performance bank guarantee (PBG) of 5% of the total bid value until the end of the contract period. IISc will release this 5% value only upon satisfactory performance or provision of services during the period of the contract.	С
	GST shall be applicable at the prevailing government rates.	

Nar	ne &	Signa	ture	of th	ie V	endor
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Seal: Date:

Place: