

**Punjab Engineering College
(Deemed to Be University)
Sector 12, Chandigarh 160012**



E-tender document

For

**Setting up an integrated Solid Waste Processing Facility as per MSW (M&H)
Rules 2016, of 5 TPD capacity on design, built, operate and transfer (DBOT) basis
of latest technology for a period of 10 years**

At

Punjab Engineering College, Chandigarh

INVITATION FOR E-TENDER

The Punjab Engineering College (Deemed to Be University), Sector-12, Chandigarh invites e-bids for Setting up an integrated Solid Waste Processing Facility as per MSW (M&H) Rules 2016, of 5 TPD capacity along with its Operation and Maintenance for a period of 10 years of latest technology. Bidding document can be downloaded from Institute website <http://www.pec.ac.in> & <https://etenders.chd.nic.in>.

All bids must be accompanied by an EMD as specified in the bid document and must be delivered to the office address mentioned below by the date and time indicated below.

TABLE – 1

Description	EMD	Time period
Setting up an integrated Solid Waste Processing Facility as per MSW (M&H) Rules 2016, of 5 TPD capacity on design, built, operate and transfer (DBOT) basis of latest technology for a period of 10 years	Rs. 1.00 lacs	10 Years

TABLE-2 Time Schedule

1.	Date of publication	31.07.2023 at 5:00 p.m.
2.	Downloading of e-tender document	31.07.2023 at 5:00 p.m. to 21.08.2023 at 11:00 a.m.
3.	Date of submission of e-tender	31.07.2023 at 5:00 p.m. to 21.08.2023 at 11:00 a.m.
4.	Physical submission of EMD	01.08.2023 at 10:00 a.m. to 21.08.2023 at 10:30 a.m.
5.	Pre Bid Meeting	07.08.2023 at 11:00 a.m.
6.	Opening of Technical Bids	21.08.2023 at 11:30 a.m.
7.	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	Will be intimated
8.	Place of opening of bids	Office of Chairman Estate & works PEC Sector 12, Chandigarh 160012
9.	Address for communication	Chairman Estate & Works PEC, Sector-12, Chandigarh160012

Important Notes:

I.	Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
II.	All terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on Chandigarh Administration website (http://etenders.chd.nic.in) or on the Punjab Engineering College institute website (www.pec.ac.in).
III.	The bidder has to submit the EMD of Rs. 1.00 lacs in the form of Demand Draft/ F.D.R. in favour of Director Punjab Engineering College, Chandigarh. The failure will entail summarily rejection of its tender. Other related documents may be uploaded on portal.
IV.	The Director reserves the rights to reject or accept any or all tenders without assigning any reasons.
V.	The pre-bid meeting will be held in the office of the Chairman Estate & Works

Project Background

1. The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules 2016 ("MSW Rules"), which makes it mandatory for every bulk waste generator to implement a scientific solid waste management system in its premises and the Municipal Solid Waste is duly processed and the residual inert/non-biodegradable solid wastes disposed of in scientific manner.
2. The Punjab Engineering College has 131 acres in sector 12 Chandigarh. It plans to set up complete solid waste processing facility (Wet and Dry Waste) that will dispose the complete quantity of waste for in-house disposal. The project is proposed for a minimum of 5 MTPD. The proposals are invited for setting up of an solid waste processing facility as per MSW (M&HT) Rules 2016 of 5 TPD capacity alongwith its operation and maintenance for a period for a period 10 years on Design Build Finance Operate Transfer (DBFOT) contract basis.
3. The evaluation and selection of the tender will be done based on the lowest bidder preceding technical qualification.
4. At present, institute is producing approximately 2.5 tons of wet and dry waste per day, which increases during the autumn season. The quantity of this waste is likely to increase in the near future. Hence, the institute proposes to install organic wet and dry waste processing facility of minimum 5 TPD capacity, complying with MSW rules 2016 CPCB guidelines and directions of the NGT.
5. This project is to provide municipal solid waste processing facility of 5 TPD capacity as per MSW rules 2016 on design, built, operate and transfer (DBOT) basis for a period of 10 years.
6. An overview of the Project is as follows:

Aspects	Description
Key objective	<p>1. Design, finance, engineering, procurement, and construction of the organic wet and dry waste processing facility of minimum 5 TPD capacity using eco-friendly briquetting/similar technology as per the scope of work defined.</p> <p>2. Operation, maintenance, repair and refurbishment of facility for the period of 10 years along with the responsibility for the disposal of the byproducts generated.</p> <p>3. Disposal of processed waste in compliance with MSW rules and fulfilling the guidelines of CPCB and directions of NGT from time to time and upgrading the system if required.</p>
Period of contract	10 years and can be further extended for 5 years with mutual agreed term and conditions of PEC and facilitator.
Bidding Parameter	The bidding criteria shall be inclusive of the cost of machinery alongwith operation and maintenance cost on per month basis for a period of 10 years. No upfront payment except monthly charges shall be paid to the agency.

Basic Infrastructures	Land, shed and other civil works required will be provided by the PEC. Electric & water connection will be provided by PEC and monthly consumption charges for the same shall be paid by the contractor/agency.
Financing	The Contractor will quote the consolidated cost per month including machinery cost, Operations & Maintenance cost. PEC shall pay charges per month as quoted. PEC shall not pay anything extra beyond the agreed fees through this bidding process.

Scope of Work

The current project intends to undertake the work to design, engineer, finance, procure and construct solid waste processing plant for wet and dry waste of capacity of 5 TPD of latest technology using eco-friendly briquetting/similar technology along with the carrying out the operation and maintenance of the same for the period of 10 years at PEC campus.

The proposed location for setting up the processing facilities will be in PEC campus at any feasible site. The site will be provided to the successful contractor as per the design requirement. The bidders can visit the site to assess the condition and plan for infrastructure development. The bidder will have to utilize the given space and will be responsible for the maintenance.

Scope of work to be carried out by the firm/ agency is defined as below, however, any item of work required to be carried out as per the contract for proper and satisfactory completion of the work with good standard of workmanship shall be deemed to be included in the scope of work with no additional cost for such items, whether specifically included/described.

1. The scope of work of the successful bidder includes design, procurement, finance construct and establish, along with operation and maintenance of processing facility for the wet and dry waste with the capacity of the daily processing a minimum of 5 MT of wet and dry waste at site, working for all days of the year along with the sole responsibility of the successful bidder for the disposal of the by-products.
2. The bidder will be provided with un-segregated mixed wet and dry waste directly at the location to be processed into briquettes/ pallets etc. as per the technology used by the bidder.
3. The wet waste thus processed by the bidder should be completely processed as per the applicable SWM rules 2016 and CPCB regulations.
4. Procurement, supply, installation, testing and commissioning of all the mechanical equipment and machinery, electrical equipments etc. required for the project shall be done by the agency.
5. Procurement and supply of all Spares & Tools etc. required during the O&M Period shall be done by the agency.
6. Preparation and submission of As-built Drawings of the processing plant and Operation & Maintenance Manuals for Mechanical, Electrical & Instrumentation Items shall be done by the agency.
7. Operation and maintenance of the facility will also include the responsibility of the disposal of the by-product generated from the process shall be done by the agency
8. The successful bidder holds the rights to sell the briquettes/ pallets or any other by-products in an environmentally appropriate manner and complying to the MSW rules 2016 and environmental rules and regulations applicable for the same.
9. Any other item not mentioned specifically but necessary as per good engineering practice, safety norms and successful operation and guaranteed performance for the entire facility shall be deemed to be included within the scope of work and provided

by the Contractor at no extra cost to PEC

10. The contractor needs to deploy suitable manpower for operation and maintenance as per requirement at site. The firm should deploy one supervisor for the supervision of plant and attending the complaints if any.
11. All shed, structural parts, AC sheets should be painted once in two years with anticorrosive paints.
12. The bidder must undertake repairs, maintenance to any/all damages for the civil works.

Scope of Work for Comprehensive Operation and Maintenance: -

1. The contractor shall ensure that, the entire system is in working condition on timely and efficiently on 24 x 7 basis throughout the contract period as per the PEC requirement.
2. The contractor shall make the operation of machines conforming to Operation manual of the machine manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Estate works Department. However, no extra space will be given for break down or workshop work.
3. The contractor shall make provision for presence of requisite manpower during national holidays and festivals so that the work is not affected. For working on holidays, national holidays and festivals, the institute will make no separate payments. The Contractor should ensure the presence of his workforce at the specified time. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.
4. The PEC has the right to charge the contractor for any damage caused to its assets and the same shall be recovered from the contractor with immediate effect.
5. Contractor has to keep enough spare/standby units for preventive and breakdown maintenance of all the equipment's as per the unit/equipment manufacturer's guideline at any time for smooth and uninterrupted working of machines.
6. It is unlawful for the contractor to dump or dispose of solid waste garbage or recyclables upon any street, alley or other publicly owned property unless expressly authorized by PEC.
7. Contractor has to submit monthly report of their work to the Estate Office
8. The processing plant shall be especially industrial type of building & comes under the Factory Act, therefore, all statutory provisions, rules, regulations shall be Observed by the contractor including, provision of Environmental Quality Act, Government of India. The processing plant is meant for non-toxic, non-hazardous domestic & industrial solid waste.
9. The contractor shall ensure that the operation of processing plant is conforming to Operation manual of the main manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer.
10. In order to maintain high standard of workmanship, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipment's. Sanitary conditions shall be maintained throughout the period, with hygiene and environment getting the top priority.
11. For the smooth operation of the machines all the required equipment, machineries, units, accessories, consumables including Fuel (Diesel), grease, lubricating oils, cleaning agents, all types of epoxy paint etc. are to be brought by the contractor. The

quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by Estate Office.

12. The contractor shall be responsible for keeping up-to-date record of documents including day to day log sheet of all the machines. The contractor shall maintain and update logbook / computer record in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually. The Contractor shall maintain separate checklist register for daily, weekly, fortnightly, monthly, quarter yearly, half yearly and yearly activities.
13. The contractor shall be responsible to carry out day-to-day as well as periodic maintenance, necessary to ensure smooth and efficient performance/running of all equipment's as per manufacturer's specification and maintaining the record of the same.
14. The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and Maintenance contract work.
15. It will be the responsibility of the successful tenderer to have comprehensive insurance coverage of all machines, equipment's etc along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by PEC. In case any mishap / accident occurs at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the machine without raising any extra bills/claim against the same for reimbursing the same from PEC. However, they shall be liable to receive all the payments received by PEC (if claim amount issued to PEC by insurance company.) against the settlement of insurance claims from the Insurance Institutions/it can be directly reimbursed to the contractor by Insurance Company. PEC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.
16. The contractor shall employ all required staff including operation Supervisor, technical experts, skilled and unskilled labours, drivers etc. required for such services.
17. Contractor shall comply with all safety rules and regulations and all inter disciplinary measures as followed by the PEC and required for such services The PEC shall not be responsible for any accident/injury to the staff of the contractor. It is contractor's responsibility to take insurance of his employee, medical facility, work compensation etc. as per workman compensation act and all other relevant laws.
18. The Contractor shall have to take valid labour license & any other relevant license from statutory bodies as required for this type of contract / services. Successful bidder will have to follow all the provisions of, Labour laws, P.F. Act, E.S.I. Act, Minimum Wages Act, workman compensation act etc. & have to incorporate changes made if any during contract period also. Contractor will have to strictly follow the provisions of Factory Act 1947, wages Payment Act 1936, Bonus Act 1965, Employees Provident Fund & Miscellaneous Provisions Act 1952 & other Industrial & Labour Laws with latest amendments in act / rules related to this Operation & Maintenance Work. Contractor will not be given any relaxation regarding these provisions.
19. Due to strike by the contractor's employees, the operation and maintenance of machines must not be affected, and the property of PEC should not be damaged. In such case any dispute/discrepancy occurs the decision of Director PEC will be final and will be binding to the contractor. Also if any expense is required to be made on this account by PEC, it will be deducted from Contractor's bill.
20. All Central / Local Body's Rules and Regulations pertaining to this contract &/or

services shall be strictly followed and observed by the contractor without any extra cost to the PEC.

21. Payment will be made every month against submission of bill.
22. The successful bidder shall have to submit the performance guarantee/ security deposit in the form of demand draft @10% of the annual contract amount within 15 days from issue of the award of contract.
23. The Security Deposit will be released after the 03 months of completion of entire Contract period without any interest after deducting dues if any to be recovered from contractor.
24. EMD shall be forfeited in the following cases:
 - If the bidder withdraws its bid after the due date/ opening of technical bids
 - If the successful bidder fails to submit the performance security after the allotment of work within the stipulated time period.
25. Performance security shall be forfeited in the following cases:
 - If the successful bidder/ agency fails to meet the requirements as per the scope of work defined.
 - If the successful bidder/ agency withdraw/ stop the work within the contract period.
26. The duration of the contract shall be for 10 years from the date of commencement of O & M work. However, PEC reserves the right to terminate the contract at any time by giving 3 months' notice to the contractor. At the end of O & M contract period, contractor shall hand over all machineries in satisfactory working conditions acceptable to Institution/their authorized representative. Otherwise, penalty equivalent to the cost of repairs will be imposed by PEC at the discretion of Director PEC & shall be binding to the contractor.
27. The agency may also terminate the agreement at any time by giving written notice to the institute of not less than 3 months. However, the agency will have to continue all the contractual obligations till the finalization / acceptance of termination notice by the PEC.
28. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it / him as per the contract terms.
29. Electrical & Water connection will be given by the institute and the charges as per actual shall be paid by the contractor.
30. The contractor shall submit the monthly bill by 5th of every month.

Minimum Service Level Parameters (SLAs)

The contractor needs to ensure following minimum Service Level Parameters for meeting the scope of work:

1. The operations are required to be conducted by the contractor on everyday basis for all days of the calendar year.
2. The quantity of the organic wet waste processed per day should not be less than 80% of the waste generated per day..
3. The Contractor shall ensure to meet the schedule milestones, quality and safety requirements of all works as mentioned in the scope of work.
4. Planning of services shall be based on 8 hours operational shift.
5. The Contractor shall ensure to meet the schedule milestones, quality and safety requirements of all works as mentioned in the scope of work.
6. In case of any major breakdown, the contractor has to inform the PEC officials immediately, and work to resolve the issue expeditiously.
7. The Contractor is to ensure the proper housekeeping of the site at all times as per

the safety and health norms as specified in related rules and regulation in consultation with the concerned Engineer so as to comply with MSW rules 2016 and other environmental rules and regulations prevalent in India.

8. The contractor shall also supply operation and maintenance manual showing detailed operation procedures and maintenance measures. The functioning of the plant should be described in the same for understanding of the other visitors.
9. The complaints received in relation to issues regarding the processing unit site will be forwarded to the contractor. All complaints to be attended within 8 hours of complaint register. A record of all such complaints to be submitted to PEC on monthly basis by 5th day of next month.
10. To maintain disciplined and efficient services, all the workforce should be provided with uniforms, safety gears and mobile facilities considering the safety and the health issues while working at the project site by the agency.
11. The contractor shall ensure health and safety of the staff working at the processing facility.
12. As regard any mishap/accident happened on at the site, the contractor will have to take the complete responsibility of the same, right from registration of police complaint and facing court trials.
13. Contractor shall adhere to norms of Minimum Wages Act and other applicable labour laws including PF/ESIC etc. Salaries of all the employees to be done on time as per applicable rules governed by labour laws in the state. It shall be the duty of the contractor to ensure proper documentation as per various labour laws are maintained.
14. The PEC shall make arrangement for the water line and will provide connection within the project site. Any further work regarding the water line and the payment of the metered water bill will be the responsibility of the successful bidder.
15. Proper record for daily quantity of the byproducts generated and for the disposal of the byproducts should be kept in the formats finalized in consultation with the engineer in charge.
16. The byproducts should not be stored for more than 3 days within the site area. For any issue relating to the disposal of by product and storage of the byproduct for more number of days than the prescribed time limit penalty as proposed should be conveyed to the engineer in charge in written.
17. The by products produced should be tested by the successful bidder at his own cost once in every month and should supply the test results within the first five days of the next month.
18. The contractor should ensure that the project site is clean and tidy during contract period. Washing of area should be done periodically to ensure cleanliness at project site.
19. Create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) including air, water and soil including mitigation for of dust, odour and noise pollution at the cost of the Contractor.
20. The Contractor shall be responsible to utilize odour control measures. Odour shall be controlled and minimized through application of deodorant or scientific method.
21. The Contractor has to ensure that the operations of the project do not cause any nuisance to the citizens in the area. Any complain received by the PEC from the neighboring citizens has to be resolved by the Contractor by taking all necessary measures.
22. The contractor will have to follow all existing rules and regulations of the Government & labour department or as amended from time to time regarding the labour employed by him without entitling him for any extra claim on this account.

Penalty Clauses

As disciplinary measure, following penalties would be levied so that defaults are not recurred:

1. In the event of the facilitator committing a default or breach of any provision of the contract or labour laws and MSW (M&H) Rules, 2016 and Regulations as applicable, and pointed out by the statutory authority, the facilitator shall without prejudice to any other liabilities under the Act pay to PEC, a sum Rs. 1000/- (one thousand) per day for each default till it is redressed.
2. For noncompliance to SWM rules 2016 and the other Environmental Standard notified by the regulatory authorities, the penalty imposed by the CPBC/ NGT shall be paid by the agency only.
3. Any failure or noncompliance or slow progress of any of the contractual works or items leading to violation of prevailing environmental Act, rules and regulations or provisions of the MSW rules 2016 leading to the adverse orders of penalty or prosecution by the competent authorities in this regard shall also be the direct liability of the contractor/Agency, in addition to the penalties as provided above.
4. If it is found by the institute officials that, the waste is dropped without processing at any other place then a penalty of Rs 1000/- per event shall be deducted from the bill by PEC.
5. If the byproducts produced are not disposed off within 03 days, the penalty @ Rs. 1000/- per day shall be imposed.

TECHNICAL SPECIFICATIONS

The technology proposed should have the following features:

- a. It should be a fully automated mechanical system
- b. The output product – Briquettes/ pallets or similar product should be a product that can be used as a fuel and has commercial revenue generating potential.
- c. It should be able to process all of the following types of waste:
 - a. Household organic wet waste
 - b. Segregated Market green waste
 - c. Hostel wet and Dry waste
 - d. Garden and horticulture waste
 - e. Horticulture waste
- d. It should not generate any foul odours or toxic gases.
- e. No landfill will be done and zero landfill policy shall be strictly adopted.
- f. The method of disposal shall be 100 percent ecofriendly, smokeless, odorless and noise less and should not create any adverse impact on environment.

Eligibility Criteria

1. Must be Sole proprietorship/ registered partnership firm/ public limited company/ private limited company and the firm/company should be registered in India.
2. Minimum Technical Experience of the bidder should be:
 - a. The bidders should have an experience to design, built & operate regularly of processing Municipal Solid waste project of capacity not less than 03 ton per day for an uninterrupted period during the last 03 years (2020-21, 2021-22 & 2022-23) ending on 31.03.2023.
 - b. The bidder should have an experience to design, build & operate of at least 01 of such projects in the last 05 years along with satisfactory report issued by the client.
3. Startups that are recognized from DIPP, Ministry of Commerce are exempted from turnover, EMD and Experience.
4. EMD exemption shall only be given to MSME registered firms under the relevant service / product category. However, no exemption in turnover and experience will be given to MSME firms.
5. The Bidder should have an average annual turnover of INR 50 lacs for 3 financial years 2019-20, 2020-21 & 2021-22, duly attested by CA mentioning bidder name.
6. The bidder should upload the following documents alongwith the bid.
 - i. Solvency certificate issued by the bank not more than 3 months old.
 - ii. ITR for three financial years 2019-20, 2020-21 & 2021-22.
 - iii. PAN certificate of the company/firm
 - iv. Trade tax/GST registration certificate of the company/firm
7. The Bidder should not be blacklisted by any Central / State Government Department or Central / State Public Sector Units (PSUs)/ Urban Local Body (ULB) in India. The intending bidder along with the bid should furnish an AFFIDAVIT duly attested by Notary Public/ First class Magistrate on stamp paper as per specimen attached

General Terms and Conditions

1. The applications shall be signed by the person/s on behalf of the organization having necessary authorization/power of attorney to do so. Each, page of the application shall be signed (copy of power of attorney shall be furnished along with the application).
2. The bidders should give an undertaking regarding the capability to manufacture, install, operate & maintain the project for the period of 10 years from the date of commissioning.
3. All the bidders should give an undertaking that their machinery to be installed is covered under the ambit of Make in India.
4. Applications containing false and/or incomplete information are liable for rejection.
5. The selected agency shall be required to execute an agreement with institute.
6. The Director may terminate the agreement by issuing three month written notice to the firm, if deficiency in services is found.
7. If the firm fails to perform any of its obligations under this agreement, the director may terminate the services of the firm with a prior notice to wind up its Affairs within a period of three months.
8. In case of any dispute arising between the parties, in connection with the interpretation of purported termination or in relation to this agreement, the parties shall, in the first instance, attempt to resolve such dispute by amicable settlement through consultations.
9. If such dispute is not amicably resolved after commencement of consultations within 30 days or such longer period as deemed necessary, the same shall be referred to the director, Punjab Engineering College, Sector-12, Chandigarh who shall either himself act as arbitrator or appoint a suitable Arbitrator or appoint a suitable Arbitrator at his sole discretion and his decision, in this regard, shall be final.
10. The arbitration proceeding shall be conducted in accordance with arbitration and conciliation Act, 1996 as amended from time to time. The languages of the arbitration shall be English. The place of arbitration shall be Chandigarh.
11. Each party shall bear its costs of such arbitration. When any dispute is under arbitration except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this agreement to the extent practicable.
12. The arbitration proceeding will be separately conducted and the director can make its own arrangements for progress of incomplete work. The progress of work will not be stopped because of the factum of pendency of the arbitration proceeding.
13. The agency shall obtain the necessary statutory clearances/ permissions /licenses required for installing and commissioning of this project.
14. The plant shall be commissioned within a period of 4 months from the date of award of contract. If the plant is not commissioned within the period of 4 months, the penalty @ Rs.

1000/- per day will be imposed till the successful commissioning of plant with maximum limit of 10% of the annual contract amount.

15. Any penalty imposed by the CPCB/ NGT or any other statutory bodies due to delay in the commissioning of the plant (4 months after the award of the contract) shall be paid by the agency.
16. The period of the DBOT project shall be 10 years from the date of successful commissioning of the plant. After the completion of 10 years, the entire plant and machinery will be handed over to the PEC.
17. Director, PEC reserves the right to cancel the tender at any stage without assigning any reason.
18. All the disputes are subject to Chandigarh Court Jurisdiction only.
19. Force Majeure

If at any time, during the continuance of this contract, the Performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-Performance or delay in Performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation has been so resumed or not shall be final and conclusive, provided further that if the Performance in whole or in part, of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract. Provided also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the agency.

20. Indemnity: The successful tenderer shall at all times indemnify the department, consequent on this contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

Instruction to bidders

1. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.
2. The copy of the other documents as specified in the notice shall be scanned and uploaded to the e-tendering website within the period of Bid submission.
3. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process the Bidders need to register themselves on <http://etenders.chd.nic.in>. Bid document can be downloaded from the website of Punjab Engineering College (www.pec.ac.in) or <http://etenders.chd.nic.in>.
4. Before submission of on-line Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
5. It will be mandatory for all the Bidders to upload all the documents.
6. The Deptt. will not be responsible for any delay in on-line submission of the Bids due to any reason whatsoever
7. The details of EMD specified in the Tender documents should be the same as submitted on-line (scanned copies) otherwise tender will be rejected summarily.
8. Corrigendum issued if any before the receipt of online bid will be available on the website. It will be the responsibility of the contractor to make amendments in his bid accordingly.
9. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid. The technical bids will be examined based only on the uploaded documents. NO CORRESPONDENCE OR PHYSICAL SUBMISSION OF ANY ADDITIONAL DOCUMENT THEREAFTER WILL BE ENTERTAINED BY THE DEPARTMENT. *However, in case any scanned and uploaded documents is not clearly readable due to dim contents, then the Department may ask the bidder to submit the clear copy of the same but no additional document other than uploaded shall be accepted.*
10. The Agency has to produce the original documents as and when asked for by Engineer in Charge. The failure of the Agency to furnish the said original documents will entail summarily rejection of its tender.
11. No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.
12. In case the lowest tendered amount of two or more bidders is same, such lowest bidders will be asked to submit sealed revised offer in the form of letter mentioning percentage professional fee, but the revised percentage quoted should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
13. **The conditional tenders shall be rejected straight away.**
14. Engineer in charge reserves the right to verify the particulars furnished by the applicant/ firm/ contractor independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/ contractor shall liable to be debarred for future tendering in Punjab Engineering College.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractor(s) who resort to canvassing will be liable for rejection

AFFIDAVIT

To become eligible for e-tendering, the tenderer shall have to furnish an affidavit as under:

- a) That I/We hereby declare that I/we have not been black listed/ debarred/suspended by any Govt./ Semi Govt./ Board/ Corporation/ Private firms as on last date of receipt of tender.
- b) That I/we undertake and confirm that eligible similar work (s) has/ have not been executed through another contractor on back to back basis. Further it is undertaken that if such a violation comes to the notice of Punjab Engineering College, Chandigarh, then I/we shall be debarred from tendering in Punjab Engineering College, Chandigarh in future forever. Also, if such a violation comes to the notice of institute, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money/Performance Guarantee deposited by me/us.
- c) That the deponent further undertake that he/she/ director(s)/partner(s) of the proprietor/ firm/company/agency have never been convicted of any criminal offence.
- d) That I/we also undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy/ false statement found, it will lead to rejection of my bid/tender and the institute will debar/blacklist the proprietor/ firm/agency as per policy of blacklisting issued by Chandigarh Administration vide notification dated 27.02.2009.

Dated:

Signature of the firm/ Agency

Note: Affidavit should be of latest date. The Affidavit of date prior to six months from the date of publishing the tender shall not be considered for qualification of Technical Bid

**PUNJAB ENGINEERING COLLEGE
(DEEMED TO BE UNIVERSITY), SECTOR-12, CHANDIGARH**

SECTION IV

FINANCIAL BID

Sr. No.	Description of items	Charges per month (To be quoted by the bidder)
1	Setting up an integrated Solid Waste Processing Facility as per MSW (M&H) Rules 2016 of latest technology of 5 TPD capacity on design, built, operate and transfer (DBOT) basis for a period of 10 years	

Note:

1. The bidder must quote the charges considering the cost for installation of machinery, operation and maintenance for a minimum period of 10 years.
2. GST as applicable will be paid extra.

Punjab Engineering College, Chandigarh

EMD RECEIPT

Name of Work: - Setting up an integrated Solid Waste Processing Facility as per MSW (M&H) Rules 2016, of 5 TPD capacity on design, built, operate and transfer (DBOT) basis for a period of 10 years

Last date of submission of bid: 21.08.2023 at 11:00 a.m.

Tender No.: PEC/EO/2023/17

Amount of EMD: Rs. 1.00 lac

D.D./ FDR No. _____, dated _____ amount _____

Name of Firm: _____

Address: _____

Contact No. _____

Email ID: _____