**MARKFED CANNERIES, VILLAGE:CHUHARWALI,**

**TEHSIL: ADAMPUR, DISTT. :JALANDHAR**

**(A Unit of)**

**THE PUNJAB STATE CO-OP.SUPPLY AND MARKETING FEDERATION LTD. (MARKFED), PUNJAB**

**Tender Bid Document For Operation & Maintenance of 250KLD ETP plant(230KLD ETP+20KLD STP) based with MBBR Technology Installed at Markfed Canneries for a Time Priod of 2 Years Extendable upto 2 years**

**TERMS & CONDITIONS**

**1**.0 Markfed invites E-Tender for Operation & Maintenance of 250KLD ETP plant(230KLD ETP+20KLD STP) based on MBBR technology with UASBR installed at Markfed Canneries Village: Chuharwali, District: Jalandhar for a period of 2 years extendable upto 2 years.

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| --- | --- | --- | --- | --- |
| Description | Tender  Approx.  cost(Rs) | Earnest  Money(Rs) | Tender processing  Fee(Rs) | Tender Form Cost(Rs) |
| Markfed invites E-Tender for Operation & Maintenance of 250KLD ETP(230KLD ETP+20KLD STP) plant based on MBBR technology with UASBR installed at Markfed Canneries Village: Chuharwali, District: Jalandhar for a period of 2 years extendable upto 2 years. |  | 40,000/- | As per website | As per website |

|  |  |  |
| --- | --- | --- |
| Sr. no. | Last date & time For submission  Of online tender | Date & time For opening  Of Technical Bid. |
| 1 | On or Before  up to 21.4.2025 UPTO2.00P,M | On 22.4.2025 at 1.00P.M |

The tenderer can visit the site to study the work to be executed at site on or before 15.4.2025 on any working day between 9.00 A.M-5.00 P.M. The tender form and terms & conditions can be downloaded, submitted as per schedule given above from e-tendering portal on website http://eproc.punjab.gov.in and opened as per schedule given above in the office of the Manager, Markfed Canneries, Village Chuharwali, Tehsil Adampur, Distt. Jalandhar in the presence of tenderers or their representatives who may like to be present. The Financial bid of only those tenderer shall be opened who will successfully qualify in the Technical bid. The tender form fee, E.M.D. and processing fee should be deposited online/E-payment mode only. No other mode will be accepted. For participating in the above e-tendering process, the tenderers shall have to get themselves registered with http://eproc.punjab.gov.in and get user ID and password, Class-3 Digital signature is mandatory to participate in the e-tender process. The detail of tender notice along with terms & conditions can also be seen on Markfed website [www.markfedpunjab.com](http://www.markfedpunjab.com). For any clarification/difficulty regarding e-tendering process flow, please contact us on 0172-2791326, 0172-2791226, 0120-4200462, 0120-6277787. Corrigendum if any will be uploaded on the website of Markfed only.

**Introduction:-**

**MARKFED** has set up a State-of-Art technology based modern Food Processing complex named a **Markfed Canneries** at Village: Chuharwali, Distt: Jalandhar in the state of Punjab to manufacture ready-to eat processed food products packed in Cans, Retort Pouches and also on bottled products like ketchups, Sauces, Chutneys & Honey. The ETP system for fruits & vegetables processing unit is based on the norms that effluents would be harmless for the purpose of discharge into a canal or irrigation purpose. The effluent of Markfed canneries mainly comprises washing of Leafy vegetables, fruits, containment of Oil droplets, Honey plant equipment/bucket washing, washing of plant machinery etc.

**Scope of Work:-**

The scope of the work shall include but not be limited to the following:-

--- Operation & Maintenance of 250KLD ETP (230 ETP+20KL STP) for a period of 2 years & extendable upto 2 years.

---Bidder has to submit the qualification documents of manpower employed at the time of start of work

---Regular Maintenance of ETP plant & STP plant.

---Proper Monitoring & Recording as per PPCB norms.

---Chemical Dosage & Sludge Management as per norms.

--- Compliance for all the rules & regulations under water Act, 1974 with PPCB/CPCB.

---Emergency response and breakdown Maintenance.

---Regular House-keeping & Cleanliness of ETP area & surroundings.

Eligibility:-

---The agency will submit documents of having a minimum experience of 3 years in O & M of ETP plants based on MBBR technology of similar or more capacity and value of Rs 20 lakh or above in one year.

--- The agency should have completed at least 2 food industry waste water treatment plant projects in past 5 years.

--- The agency should not be blacklisted by Markfed/State Govt./Central Govt.

--- Agency should have experience of operation of UASBR based ETP plant.

--- Agency should have been registered under ESI/PFand attach copy of ESI/PF NO.

Terms & condition of the Contract:-

1. The bidder must be responsible for Operation & Maintenance of 250KLD (230+20KLD)Effluent Treatment Plant based on MBBR technology Comprises of Screening, Oil & Grease Trap, Collection tank, UASBR, Equalization tank with pump, Flash mixer, Flocculator, Primary Tube Settler Tank with Media, biological reactor with Bio Media, Diffused air system (Air Blower & Air Diffuser), Secondary Tube Settler Tank with Media, Tertiary Treatment (Chlorine contact tank, Chlorine Dosing System, Pressure Sand Filter & Activated Carbon Filter), sludge drying beds, Filter press including flow meter inlet and outlet to measure discharge.

2. The contract of period shall be of two years extendable further for two years will be solely on discretion of Markfed.

3.The bidder will provide all the SOP’s along with other effluent parameters characteristics document required for operation & Maintenance & running of 250KLD ETP plant.

4. The source of influent will be washing of leafy vegetables, fruits, oil, blending, canning, processing of waste water, Honey plant machines/bucket washing, plant machinery washing etc.

5. It will be the responsibility of the bidder to complete all formalities regarding this ETP like to get NOC, consent to operate from PPCB and all other approval of as required from PPCB, PUDA, Town Planning etc for running of ETP in the campus uninterrupted during the period of contract. All the Testing fee of Effluents as & when required by PPCB or Markfed will be borne by Bidder. Any Govt. Statutory fee if required will be borne by Markfed.

6. The bidder shall engage labour and material and maintain statutory record thereof as required under the provision if Industrial and Labour enactments and make it available for inspection on demand by Markfed. The contractor shall be liable for or in respect of any damage or compensation payable under Workmen Compensation Act/Employees State Insurance Act or any other laws or in consequence of any accident or injury of any workmen or other person in the employment of the contractor. The contractor shall indemnify and shall keep indemnified Markfed against all such damages or compensation as aforesaid and shall be responsible for all claims, proceeding, charges and expenses fails whatever in respect of the civil work under contract.

7 The bidder should have turnover of Rs. 50Lakh for three consecutive years i.e.2021-22,2022-23&2023-24.

8. The Bidder will depute required no. of qualified personal all the time to run the ETP plant in such a way that it should meet standards as prescribed by PPCB during execution of O&M period as desired.

9 Bidder will be responsible for running the ETP plant during O&M period in such a way that it should meet standards as prescribed by PPCB amended upto date & time to time.

10. The Bidder will dispose of treated water during agreement period as suitable within campus ( to take care of not to flooding of campus) or outside campus.

11. For O & M period, agency should include in its price bid the cost of material, consumables at site, spare parts, manpower required, material to be filled in filters etc complete in all aspects.

12.The agency shall use authorized disposal methods for sludge & hazardous waste. during agreement period.

13. Bidder will maintain all record regarding ETP required under PPCB norms & show to Markfed & PPCB officials as and when required.

14. Bidder will take care of all pipe lines, electrical cables, motors, pumps, civil structure, platforms etc. during O & M period and if any damage incurred it will be paid by bidder.

15. Pipe lines who carry treated effluent will be flushed from time to time by agency during contract period.

16.For any action taken by PPCB or any other Govt./private agency on account of ETP during O&M period, agency will be fully responsible for any legal & financial implication or any other adverse action taken by PPCB/ any other Govt./private agency .Legal action will be initiated against the agency as deemed fit including cancellation of contract along with forfeiture of security deposited by bidder. All the financial expenditure in case of above will be borne by the bidder.

17. The agency at all times should be fully familiar with all the HAZARDS associated with the work to be carried out and must take all necessary measures to avoid any accident during execution of the work.

18. During O&M period, proper storage of material at the job site shall be the responsibility of the agency.

19. The agency shall not sub-let any part of the work or any benefit or interest thereof without the written permission of Markfed.

20. The Contractor shall clean-up all the working areas used during the course of the work and shall maintain the cleanliness of ETP plant surroundings at all the time. The agency shall also carry out the work of painting/whitewash of the ETP plant once in every year during contract period. The Cut and scrap is considered a part of site clearance activity and shall be carried out immediately after works are completed.

21. The agency shall carry out his Quarterly lab testing of effluent parameters & submission of reports to maintain proper record as per PPCB norms.

22. Non-compliance with environmental norms during agreement period will attract a penalty of Rs 5000/Violation.

23. Continuous Failure in same violation for 3 times may lead to contract termination along with forfeiture of security deposited by party.

24. If maintenance of ETP plant & cleanliness of ETP surrounding area is not carried out properly, 10% of the bill amount may be deducted.

25. The bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and other documents and requirements of the Bidding Document. Failure to furnish all information required by the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.

26. Tenderers are advised to visit e-Tendering portal http:// eproc.punjab.gov.in for details. For participating in the above E-tendering process, the tenderers shall have to get themselves registered with http://eproc.punjab.gov.in and get user ID, password. Class-3 digital signatures are mandatory to participate in the E-tendering process.

The detailed terms & condition of the tender can be seen at Markfed website i.e. www.markfedpunjab.com. For any clarification/difficulty regarding e-tendering process flow, please contact us on 0172-2791326, 0172-2791226, 0120-4200462, 0120-6277787.

27. The Bid prepared by the bidder, all correspondence and documents relating to the bid exchanged by the bidder and the MARKFED, shall be written in English language only. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

28. The Bid shall be submitted in two parts viz. Technical Bid & Financial Bid

Technical Bid:

Filling of techno commercial/ unpriced bid: The vendor shall fill the technical bid proforma in prescribed format as mentioned in Tender & shall submit the self-attested/ duly signed scanned copies of the documents as mentioned.

Financial Bid:

The vendor shall fill the financial bid proforma in prescribed format as mentioned in tender & the price quoted should be inclusive of all charges and exclusive of GST on FOR basis.

29. Each bidder is required to submit along with his bid, a declaration as per that 'no agent is involved in the transaction, only exclusive representatives of the bidders shall be involved. Supporting documents should be submitted along with the bid.

30. Each bidder shall, as part of its Bid will furnish Earnest Money amounting Rs. 40,000/- through online/E-payment mode only. The bids without the requisite earnest money shall be rejected. The successful tenderer shall have to deposit security amount of Rs.1,50,000/- through either Demand Draft(DD) or any other online mode(RTGS/NEFT) within seven working days from the date of issue of work order. The earnest money of successful tenderer shall be adjusted towards security to be deposited by the successful tenderer. Markfed shall not be liable to pay any interest on the security amount.

31. The earnest money of unsuccessful bidders will be returned, as per terms of E-Tendering on award of CONTRACT to the successful bidder.

32. The Earnest Money will be forfeited:

(a)If a bidder withdraws its bid during the period of Bid validity. Or

(b) If a bidder modifies his bid during the period of Bid Validity after award.

(c) If the success full bidder fails to deposit security amount within the scheduled period of seven working days.

( d ) The security deposit shall be refunded to the party after the successful completion of the contract work & also after the full & final settlement of the work on receipt of no due certificate. No interest shall be payable on amount of security deposit.

33. Bids shall remain valid for 60 days after the deadline for bid submission as specified in Invitation for Bid. A bid valid for a shorter period shall be rejected by the MARKFED as non-responsive.

34. Notwithstanding the above, the MARKFED may solicit the bidder's consent to a further extension of the period of bid validity. The request and the responses thereto shall be made in writing.

35.If the bidder agrees to the extension request, the validity of the earnest money shall also be suitably extended.

36. A bidder accepting the request for extension shall not be permitted to modify its bid because of the extension, unless specifically invited to do so.

37.A bidder shall on no account submit more than one bid either directly or indirectly.

38. The MARKFED may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the MARKFED and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended

39.All the documents to be submitted shall be signed, dated and shall bear a stamp of the bidder.

40The bidder shall fill the prices both in figures as well as in words in the Price Schedule forming part of the E-Bidding Document, in such a way that interpolation is not possible.

41.No erasers or overwriting and application of white fluid are permissible.

42. MARKFED reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of MARKFED’s action.

43. Any deviations or stipulations made and accepted by the MARKFED after acceptance of the bid shall be treated as amendment(s) to the CONTRACT and shall be governed by the conditions relating to amendment of CONTRACT.

44.The mode of payment shall be on monthly basis after submission of invoices and compliance report as per PPCB norms. Bidder has to submit the test report from PPCB approved lab quarterly for further payment. Deductions will be applicable for non-compliance and down time exceeding 24 hrs.

45.The payment of GST amount shall be released to the supplier only when the input credit is made available in the GST portal to the Markfed.

46.Signatures on the terms & conditions shall form a legal document for all intents & purposes & no separate agreement needs to be signed.

47.Conditional tender will be rejected.

48.Corrigendum/Addendum/Corrections if any will be published on the website.

49.The department shall not be responsible if it is not possible to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.

50.If the date of opening of tender happens to be holiday then the tender will be opened on the next working days without giving any separate notice.

51. If the tenderer fails to or neglects to observe or perform any of his obligations under the contract causing any damage, losses, charges expenses or cost that may be suffered or incurred by Markfed during the contract, it shall be lawful for Markfed and at its absolute discretion to adjust either whole security deposit or any part thereof and recover the balance loss from the agency adjusting the security amount & the agency will be blacklisted for a period of 2 years. The decision of Markfed in this respect shall be final & binding on the tenderers.

### FORCE MAJURE CLAUSE:

### 52. On failure or omission to carry out or to conserve any of the stipulations of this agreement shall not give rise to any claim against the Markfed and can not be deemed as breach of the agreement. If the same shall arise from any of the causes namely political or administrative acts of any recognized or defacto Governments, epidemic, fires, accidents caused by inundation of works, eruption and earthquakes, landslide, strike, lockups, go slow tactics, electricity break down of power shedding affecting the plant or office or the Markfed restrains restrictions of Governments to such extent as to tender performance of the agreement impossible.

### 53. In case of any dispute and differences arising out of or in any manner whatsoever, the appellant can appeal to plant committee headed by the functional head of the plant. The plant committee has to give its decision with-in 15days of the appeal. If not satisfied, the appellant can move to worthy MD, Markfed & the decision of worthy MD, Markfed shall be binding to both the parties.

### ARBITRATION:

54. In case of any dispute and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the arbitrator from the panel of the independent Arbitrator maintained by SPA/Markfed, which is in consonance with the 7Th schedule of the Arbitrators & conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties of the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person to act as Arbitrator.

Subject as aforesaid, the arbitration & conciliation Act, 1996(as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall be governed by the terms and conditions of the Markfed.

In case of any change in tender documents, the corrigendum/addendum will be uploaded only at www.markfedpunjab.com and eproc.punjab.gov.in. All the proceedings under the agreement or otherwise shall be within the jurisdiction of Chandigarh Court only.

(Certificate)

Certify that I/we…………………… have carefully gone through the above terms & conditions and retained a copy of the same. I/We shall strictly abide by the above terms & conditions.

Signature of the tenderer

along with stamp of the firm/company