

**e-TENDER**

**FOR**

**RUNNING OF FACILITIES**

**(Boating & Water Sports,  
Trackless Toy Train, Rail  
Track Toy Train and  
Souvenir Shop)**

**AT**

**PUSHPA GUJRAL SCIENCE CITY  
KAPURTHALA (PUNJAB)**

**TN/PGSC/2020/Admin/Running of Facilities**

*PushpaGujral Science City*  
Jalandhar – Kapurthala Road,  
Kapurthala, Punjab  
Telephone: 01822-501963 / 64

**PushpaGujral Science City**  
Jalandhar – Kapurthala Road, Kapurthala

**TABLE OF CONTENTS**

<b>S.No.</b>	<b>Particulars</b>	<b>Page</b>
1.	Introduction	3
2.	Tender Notice	4
3.	Particulars of Tender	5
4.	Scope of Work & Responsibilities	6-12
5.	Instructions	13-15
6.	Other Terms & Conditions	16-23

**ANNEXURES**

I	Format of Financial Bid	24
II	Particulars of Tenderer	25-26
III	Format of Agreement	27
	Check List	28

## INTRODUCTION

### **Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala**

Pushpa Gujral Science City offers a blend of education, curiosity and fun to ensure longer and repeated visits. The project is aimed at cultivating interest in science through open-ended exploration away from text books and black boards, with a scientific approach to problem solving. The project has something for everyone, regardless of age, education, profession or social strata and is intended to make science accessible to people who are not part of the formal education system. It is a joint project of the Government of India and Government of Punjab.

Its various facilities include Galleries on Evolution, a 5 acre Dinosaur park (with Robotic Dinosaurs), Renewable Energy Park, Climate Change Theatre, Earthquake Simulator and Flight Simulator, Amazing Living Machine, Gallery on Health, Biotechnology & HIV, Outer Space Gallery, Virtual Reality & Cyber Space Gallery and Galleries on Fun Science, Railways, Defence, etc., as well as, Planetarium, Large Format Film Theatre (I-Max), 3D and Laser Shows, Herbal & Cactus Garden, etc. These offer information on cross cutting and inter-curricular issues and help to explain scientific concepts and their relevance to society. An Innovation Hub at Science City motivates students for 'out-of-box' thinking, which could contribute towards societal development. More information about these facilities is available at website [www.pgsciencecity.org](http://www.pgsciencecity.org).

PGSC has received 49 lakh visitors since its opening in 2005 with average of 3.25 lakh visitors (both general public and children) every year.

## **TENDER NOTICE**

PUSHPA GUJRAL SCIENCE CITY  
Jalandhar-Kapurthala Road, Kapurthala  
Telephone: 01822 501963 / 64

Online tenders are invited from reputed Agencies/ Firms /Companies for Running of Facilities- Boating & Water Sports, Trackless Toy Train, Rail Track Toy Train and Souvenir Shop at Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala.

Interested tenderers can submit online bids through <https://eproc.punjab.gov.in> by 12.12.2020 (1500 Hrs). For further details, please visit website [www.pgsciencecity.org](http://www.pgsciencecity.org)

Note:

- PGSC reserves the right to accept or reject any bid and to annul the process at any time, without any liability and assigning any reason thereof.

## PARTICULARS of TENDER

1	Description of Scope of Work	Tenders are invited for Running the following facilities – <ul style="list-style-type: none"> <li>• Boating &amp; Water Sports</li> <li>• Trackless Toy Train</li> <li>• Rail Track Toy Train</li> <li>• Souvenir Shop Services</li> </ul> at Science City, Kapurthala, Punjab from reputed Agencies on commission basis.
2	Type of Tender	Two stage(Technical and Financial Bids to be opened separately)
3	Contract Period	Initially for Three (3)years, extendable by 2 more years with mutual consent and satisfactory performance of services
4	Tender Fee	Rs. 1000/- (Rs. One Thousand only)
5	Earnest Money Deposit	Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only)
	Additional Security Deposit Payable	Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) (at the time of signing of agreement)
6	Validity of Tender	4 (Four) Months from Last date of submission of Tender
8	Date & Time of Closure of Tender	12.12.2020 Upto 03:00 PM
9	Date & Time of Opening of Tender(Technical Bid)	15.12.2020 at 10:00 AM
10	Date & Time of Opening of Tender (Financial Bid)	Financial Bids of technically qualified bidders will be opened on the date of opening of Technical Bid. In case of any change in date & time, the same will be intimated separately.
11	Place of Opening of Tender	Pushpa Gujral Science City, Jalandhar-Kapurthala Road,Kapurthala-144601.
12	Contact Person at PGSC	Manager (Estate & Contract Services)

### Note:

1. Tender Document can only be downloaded from portal site: <https://eproc.punjab.gov.in>
2. PGSC will process the tender as per PGSC norms & procedures and PGSC would not be under any obligation to give any clarification to the agencies whose bids are rejected.
3. Tenderers are advised to visit Science City and see the location during office hours on any working day.
4. PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.
5. PGSC reserves the right to reject / cancel any or all or part of the tender of the tenderer without assigning any reason and shall also not be bound to accept highest tenderer. The decision of the PGSC shall be final and binding.
6. If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day.
7. Omission, neglect or failure on the part of tenderer to obtain requisite reliable and full information or any matter affecting his / her tender, shall not relieve the tenderer, from any liability in respect of the contract.

## **SCOPE OF WORK**

***Online tenders are invited from reputed Agencies/ Firms/ Companies for running of Facilities Boating & Water Sports, Trackless Toy Train, Rail Track Toy Train and Souvenir Shop Services at Science City, Jalandhar - Kapurthala, Punjab on commission basis.***

### **1 BOATING OR OTHER SAFE WATER SPORT OR ACTIVITY (with the prior approval of PGSC) in the water body**

PGSC has an artificial lake (Water Body) of about 25000 sq. meters surface area and having one km boating length. The water body has island on which Dinosaur Park has been created having natural flora and more than 45 life size models of various dinosaurs ranging from 1 to 150 feet in length providing a picturesque scene for the visitors with audio effects. The Dinosaur Park is a major attraction among the public visiting the Science City.



#### **1.1 Contractor's Responsibility**

- 1.1.1 Supply, operations (running) and maintenance of Boating or other safe water sport or activity (with the prior approval of PGSC) in the water body at Science City, Kapurthala, Punjab on Commission basis.
- 1.1.2 Tenderers are advised to understand the magnitude of the work and visit Science City and see the location of Water Body during office hours on any working day
- 1.1.3 Contractor shall follow and comply with Requirements / ACTS / Rules / Notifications by Government and Guidelines provided for Boating or water sports / activities

- 1.1.4 Indemnify PGSC against any such violation of rules / requirements etc. noticed by authorized Agencies during inspections or otherwise.
- 1.1.5 The Contractor shall provide sufficient number of different types of boats (Two seater paddle, Four seater paddle boats, rowing / motor boats, etc. with canopy) which should look attractive and colourful. The boats shall also be kept in excellent safe operative conditions.
- 1.1.6 The contractor will arrange and provide all other auxiliary and support infrastructure or equipment for operations and maintenance of the facility.
- 1.1.7 Preferably 5 number of two seater paddle boats, 10 number of 6 seater paddle boats, 2 number of rowing (oar) / motor boat with seating capacity about 15-20 persons would be provided. However, number and types of boats can be decreased and increased with the demand, which can be mutually decided by contractor and PGSC.
- 1.1.8 The contractor may provide any other safe water sports / activities with the prior approval of PGSC.
- 1.1.9 Contractor will install Computer, RFID reader, RFID writer, Printer as per specifications/model No. suggested by PGSC for the issue of tickets while the billing software will be provided by PGSC which will be linked with the PGSC server.
- 1.1.10 All capital cost in respect of boating, life-saving gadgets, computers, RFID hardware, printers and water sports equipment, etc. their operation and maintenance will be borne by the contractor.
- 1.1.11 Ticket Rates will be mutually decided by Contractor and PGSC.
- 1.1.12 The contractor will keep sufficient number of life jackets and will ensure that no person boards any boat without a life jacket. The contractor will also educate the staff, the importance of Boating and Water Sports with life jackets. It will be widely displayed that nobody will be allowed Boating and Water Sports without a life jacket.
- 1.1.13 The contractor will keep security guard (s) cum Life Guard (s) on the high mast to keep watch on the activities in the water body. He will provide public address system for making announcement in case of emergency and ensure safety of the users of the boat / water sports etc. and rescue any one in need or distress.

- 1.1.14 The contractor will depute sufficient number of trained lifeguards to ensure the safety of the visitors.
- 1.1.15 Inflated tubes with nylon ropes to be provided at every 100 meters or such short distance as may be required on the periphery of the water body for rescuing the visitors.
- 1.1.16 Life-saving equipment such as first aid kits, stretchers, etc. will be kept at the site by the contractor, always handy and in perfect working conditions.
- 1.1.17 Contractor will keep the water in the lake and the surrounding areas neat and clean.
- 1.1.18 The Contractor shall collect charges from the visitors availing boating facility and other water sports facilities at the rates to be mutually agreed between PGSC and the contractor.

## **1.2 PGSC's Responsibility**

- 1.2.1 Proper supply of water in the lake and drainage of water from the lake will be made by the PGSC.
- 1.2.2 Standard illumination will be provided by PGSC in the lake area. However, if any extra illumination is needed by the contractor, the contractor will arrange the same by incurring expenditure on its capital and expenses for its proper use and maintenance will be borne by the contractor, on the terms mutually settled by the PGSC and contractor.

## **2 TRACKLESS TOY TRAIN**

### **2.1 Contractor's Responsibilities**

- 2.1.1 Supply, operations (running) and maintenance of Eco-friendly (Battery operated) Trackless Toy Train at Science City, Jalandhar- Kapurthala Road, Punjab on Commission basis.
- 2.1.2 **Broad Technical Specifications for Eco-friendly (Battery operated) Trackless Toy Train:**
- 2.1.2.1 It will be electrical motor driven battery operated, trackless train/vehicle for movement of visitors within Science City's premises.
- 2.1.2.2 The passenger carrying capacity of each carriage/ bogie shall be at least 2-6 passengers and the train will have multiple carriages to accommodate around 18-24 passengers in each ride.



- 2.1.2.3 The toy train chassis should preferably be of steel frame and rugged bodied to withstand wear and tear and run in full capacity, when required.
- 2.1.2.4 The body of the train should be mounted on efficient suspension system, to give smooth, enjoyable and comfortable ride to the visitors of Science City.
- 2.1.2.5 The train should have efficient braking system in the drive to avoid accident and it should start smoothly without any jerk or sudden movement.
- 2.1.2.6 The Battery bank of the train should be hidden and mounted properly to give it a decent aesthetic look.
- 2.1.2.7 All the wheels, axles, tyres and other components of the toy train should conform to IS standards and these shall be replaceable by the indigenously and locally available spares in the market.
- 2.1.2.8 The train should have speed controller / regulator and its optimum speed should not exceed 15 km per hour.
- 2.1.3 The electricity charges will be borne by the tenderer. An electric sub meter will be installed and agency will pay the charges as per rates calculated on the basis of actual bill. .
- 2.1.4 Contractor shall follow and comply with Requirements / ACTS / Rules / Notifications by Government and Guidelines provided for maintenance & running of Battery Operated Trackless Toy Train.
- 2.1.5 The contractor will provide required manpower such as Driver, Ticket Issuing Clerk, Mechanic for Maintenance work as per requirement.
- 2.1.6 The Contractor shall collect charges from the visitor availing train facility at the rates to be mutually agreed between PGSC and the contractor.
- 2.1.7 The contractor shall pay commission plus applicable taxes to PGSC as per accepted tendered financial bid.
- 2.1.8 The train will remain under custody of PGSC after working hours. After completion of the contract period, same will be handed over back to the contractor.
- 2.1.9 Contractor will provide RFID reader to the driver as per specifications/model No. provided by PGSC for scanning of the tickets. The software for the reader will be provided by PGSC.

## **2.2 PGSC's Responsibility**

2.2.1 PGSC will provide designated area for parking the train along with required power supply for charging the batteries of the track less toy train. A sub-meter will be provided to calculate the electricity charges.

### 3 RAIL TRACK TOY TRAIN

Eco-friendly (Battery operated) Rail Track Toy Train will be provided by PGSC. Broad Specifications are as follows:

- It is electrical motor driven battery operated.
- Circular rail track of 430 meters.
- Train is with one Engine and 5 boogies.
- Each boogie has capacity of 6 persons with total capacity of 30 persons.
- Platform



#### 3.1 Contractor's Responsibility

- 3.1.1 Operations (running) and maintenance of Eco-friendly (Battery operated) Rail Track Toy Train including its battery bank at Science City, Kapurthala, Punjab on commission basis.
- 3.1.2 The electricity charges will be borne by tenderer. An electric sub meter will be installed and agency will pay the charges as per rates calculated on the basis of actual bill.
- 3.1.3 Contractor shall follow and comply with Requirements / ACTS / Rules / Notifications by Government and Guidelines provided for maintenance & running of Battery Operated Rail Track Toy Train.
- 3.1.4 The contractor will provide required manpower such as Driver, Ticket Issuing Clerk, and Mechanic for Maintenance work as per requirements.
- 3.1.5 The Contractor shall collect charges from the visitor availing train facility at the rates to be mutually agreed between PGSC and the contractor.
- 3.1.6 The contractor shall pay commission plus applicable taxes to PGSC as per accepted tendered financial bid
- 3.1.7 The train will remain under custody of PGSC after working hours. After completion of the contract period, same will be handed over back to PGSC in good working condition (or in the same condition as it was taken at the time of initiation of contract, failing which repair cost will be charged).

3.1.8 Contractor will provide RFID reader to the driver as per specifications/model No. provided by PGSC for scanning of the tickets. The software for the reader will be provided by PGSC

### **3.2 PGSC's Responsibility**

3.2.1 PGSC will provide Eco-friendly (Battery operated) Rail Track Toy Train with above specifications along with required power supply for charging the batteries of the Rail track toy train. A sub-meter will be provided to calculate the electricity charges.

## **4 SOUVENIR SHOP**

4.1 Running of a spacious souvenir shop located at the Gate Complex, PGSC. Every visitor passes through the shop as per present exit route before leaving the Science City.

### **4.2 Contractor's Responsibilities**

4.2.1 Operations & maintenance of Souvenir shop including procurement and retail selling of science related books, souvenirs, toys, kits, etc. on commission basis.

4.2.2 Contractor shall follow and comply with requirements / ACTS / Rules / Notifications by Government and Guidelines for running the souvenir shop.

4.2.3 Indemnify PGSC against any such violation of rules / requirements, etc. found by authorized Agencies during inspections or otherwise.

4.2.4 The following items or any type of article based upon certain principle of science which visitors of Science City may carry as a souvenir would be made available for sale by the contractor at the souvenir shop:

4.2.4.1 Scientific articles.

4.2.4.2 Magnets (having PGSC logo and name)

4.2.4.3 Key rings

4.2.4.4 Toys and games

4.2.4.5 Books

4.2.4.6 Puzzles

4.2.4.7 Kits

4.2.4.8 Science related CDs

4.2.4.9 Educational Films

4.2.4.10 Posters & Paintings

4.2.4.11 Badges

4.2.4.12 Souvenirs based on various exhibits / models of Science City, like mugs, glasses, show pieces, etc.

- 4.2.4.13 T Shirts, jackets, caps with PGSC logo and name
- 4.2.4.14 Any other item with the permission of PGSC
- 4.2.5 The list of articles to be sold at souvenir shop shall be got approved from the PGSC. Rates for each item will be labelled on each item.
- 4.2.6 The contractor shall not sell any eatables except branded chocolates and candies.
- 4.2.7 The contractor will arrange and provide all other auxiliary and support infrastructure or equipment for operations and maintenance of the facility.
- 4.2.8 The Contractor will get the counters fabricated, display racks, and provide ACs, special lights and other related items for running Souvenir Shop at his own expenses.
- 4.2.9 The electricity charges will be borne by the tenderer. An electric sub meter will be installed and agency will pay the charges as per rates calculated on the basis of actual bill.
- 4.2.10 Safety and security of the goods and wares in the shop will be the responsibility of Contractor.
- 4.2.11 The contractor shall pay commission plus applicable taxes to PGSC on the total retail sale proceeds (excluding taxes) as per accepted tendered financial bid
- 4.2.12 The Contractor will install Computer, Printer as per specifications/model No. suggested by PGSC for the billing of items. The billing software will be provided by PGSC which will be linked to the PGSC server.

### **4.3 PGSC's Responsibilities**

- 4.3.1 PGSC will provide building for the Souvenir Shop. The present area of the shop is 210 square meters. However, PGSC has the right to increase or decrease the area/ size of the shop or change its present location in case this area is required for some other purpose. In that case it will be ensured that the exit route is appropriately modified.
- 4.3.2 PGSC will provide souvenir shop building with normal electrical fittings.
- 4.3.3 If any extra illumination or any extra electrical equipment is needed by the contractor, in that case the contractor will arrange the same at his / her own cost for its proper use and maintenance. If there is any breakdown or electricity cut during non-working hours, contractor has to arrange its own backup through stand by pollution free and silent generator/ inverter complying to norms of Pollution Control Board

## INSTRUCTIONS

### 1. SUBMISSION OF TENDERS

- 1.1. All tendering process such as sale of tender documents/deposit of earnest money and submission of bid documents shall be carried out through website <https://eproc.punjab.gov.in>
- 1.2. Any enquiry after submission of the tender will not be entertained. Before submitting the tender, the tenderer must ensure that he/she satisfies all the eligibility conditions to avoid rejection of the tender.
- 1.3. The Agency submitting the Tender would be presumed to have considered and accepted all the terms & conditions of the tender.
- 1.4. Financial bid should strictly be as in accordance with the enclosed format: Financial Bid.
- 1.5. In case of **tie in Price bid** i.e. same Highest rate is quoted by more than one tenderer(H1), the following evaluation criteria in order of priority may be noted:
  - 1.5.1. Tenderer with Higher / highest Turnover in last 3 years.
  - 1.5.2. Tenderer with higher / highest experience.
  - 1.5.3. Firm from Punjab
  - 1.5.4. In case of tie in Price Bid between the bidders having no experience, the following evaluation criteria in order of priority may be noted:
    - 1.5.4.1. Firm having older GST number
    - 1.5.4.2. Firm having older PAN number
    - 1.5.4.3. Firm from Punjab
- 1.6. The above parameters will be inferred from the documents uploaded by tenderer. No enquiry, whatsoever, verbal or written, shall be entertained in respect of acceptance or rejection of tender.
- 1.7. In case of any technical problem, tenderers can contact on Telephone No. No.0172-2970263 and 0172-2970284 and regarding tender document 9988474433.
- 1.8. PGSC shall not provide any residential accommodation to any personnel employed by the agency. No cooking or lodging shall be allowed in the PGSC campus for the staff engaged by the agency.
- 1.9. PGSC shall not be responsible financially, for any injury or otherwise to the person

engaged by the agency caused in the course of performing any duty / function under the contract. This liability shall solely be of the Agency who shall indemnify PGSC in this regard.

- 1.10. Prospective Contractors/Agencies are advised to register themselves with our service provider at <http://eproc.punjab.gov.in> (GOI undertaking) well in advance to participate in the tender.

## **2. ELIGIBILITY CONDITIONS (Technical Bid Documents)**

- 2.1. Company / Contractor profile
- 2.2. Name and designation of the representative of the Agency to whom all references shall be made (*Attach Authorization Letter*)
- 2.3. The tenderer should not have been blacklisted by any Govt., Semi-Govt. Deptt. or any other organization. (*Affidavit from the tenderer should be attached*)
- 2.4. Attach: Copy of GST Certificate
- 2.5. Attach: Copy of PAN / TAN Card
- 2.6. Details of Experience:
  - 2.6.1. To encourage the participation of MSMEs/ Start Ups / new entrants, the conditions of prior experience and turnover has been waived off.
  - 2.6.2. However, Agencies / bidders having experience in managing or running of such facilities as Amusement rides / Entertainment facilities / Parks / Museums / Business establishments may attach following documents, which will be required in the case of tie of price bid:
    - 2.6.2.1. Copies of work orders / contracts to calculate time period of experience
    - 2.6.2.2. Copies of Contractor's Balance Sheets certified by the Chartered Accountant (CA) for the last 3 years (i.e. 01-4-2017 to 31-03-2020) to calculate the consolidated turnover for the last 3 years
- 2.7. Signed & Stamped copy of Tender Document
- 2.8. Details as per Annexure-2.

## **3. FINANCIAL BID INSTRUCTIONS**

- 3.1. Financial bid will be online as per Annexure: 1. ***The Tenderers will quote their***

***consolidated rate of commission on the total sale from all the facilities i.e. Boating, Trackless Toy Train, Rail Track Toy Train and Souvenir Shop.***

**3.2. Reserve Commission Rate: 25 % on sales**

3.3. Firms quoting less than the Reserve Commission rate will not be considered and rejected.

3.4. If a firm quotes NIL commission, the bid shall be treated as unresponsive and will not be considered.

#### **4. OTHER INSTRUCTIONS**

4.1. Tenderers are advised to visit the site and inspect the facilities available at the PGSC. Manager (Estate) may be contacted for any clarification at the site.

4.2. No interest will be paid on EMD.

4.3. In case the Successful tenderer does not sign the agreement in stipulated time period given in the letter of Intent then the EMD will be forfeited.

## **OTHER TERMS & CONDITIONS**

### **1. PERIOD OF CONTRACT**

**1.1.** The contract shall be initially for a period of THREE years from the date of start, which shall be indicated in the award letter / Agreement.

### **2. Extension of Contract Period**

**2.1.** If PGSC finds the work of contractor satisfactory and contractor also desires to continue operations of facilities at Science City then contract can be extended for 2 more years on mutually agreed term & conditions.

**2.2.** The Security Deposit will be withheld for the extended period and no interest will be payable.

### **3. Security and Payments**

#### **3.1. Security**

3.1.1. The Tenderers shall deposit EMD of Rs. 1, 25,000/- at the time of submission of tender. EMD of the successful tenderer will be kept as Security for the duration of the contract period. It will be returned only after obtaining NoC from PGSC on completion of the Contract period.

3.1.2. Successful Tenderer will deposit additional Rs. 1,75,000/- or Bank Guarantee of equivalent amount with PGSC as a part of Security Deposit at the time of signing of agreement.

3.1.3. No interest will be payable on Security Deposit.

3.1.4. The Security deposit is liable to be forfeited wholly or partially if:

3.1.4.1. The standard of facility and services deteriorates during the tenure of contract.

3.1.4.2. Persistent Misbehavior of contractor or his employees.

3.1.4.3. Any damage is caused by the contractor / his or her employee(s) or caused to be allowed to any person to the infrastructure, equipment and any other thing belonging to PGSC

3.1.4.4. The tenderer declines to render services at the rates agreed upon, due to any reason.

3.1.4.5. Tenderer fails to fulfill any terms & Conditions of the agreement.

3.1.4.6. As per the termination clause.



### **3.2. Payments**

- 3.2.1. The contractor shall deposit **commission quoted** of the total realized amount (less taxes) on fortnightly basis payable within 7 days.
- 3.2.2. **For Boating & Other Safe Water Sports, Trackless Toy Train and Rail Track Toy Train**, RFID based ticketing software shall be provided by the PGSC.
- 3.2.3. **For Souvenir Shop** Computerized Billing software shall be provided by the PGSC, which will be networked with the Server of the PGSC.
- 3.2.4. Depositing all kinds of taxes such as GST etc (as applicable from time to time) on the ticket sale of Boating & Water Sports, Trackless Toy Train, Rail Track Toy Train and Souvenir Shop will be responsibility of the contractor and further, the contractor will submit the valid proof regarding deposit of taxes with PGSC.
- 3.2.5. For the purpose of ticketing/billing, sufficient computer trained persons shall have to be employed by the Contractor.
- 3.2.6. PGSC shall have the right to surprise check the billing being done by the Contractor on any day at any time during operating hours.
- 3.2.7. Electricity bill will be paid by the contractor as per sub meter reading to be installed separately at the rates at which PGSC would be required to pay to Punjab State Power Corporation Ltd. (PSPCL).
- 3.2.8. Electricity bill shall be paid at the end of each month by 10th day of next English calendar month
- 3.2.9. For any late payment, 12% penal interest shall be charged.

### **4. CONTRACTORS RESPONSIBILITIES**

- 4.1. The contractor will be responsible for observing all the legal requirement / obligations regarding working conditions of his employees under various labour, service, ESI, PF, other statutory requirements and other laws which may be in force.
- 4.2. All the Taxes applicable from time to time shall be the responsibility of the contractor.
- 4.3. To comply with rules and notifications of Ministry of Labour, Government of Punjab.
- 4.4. Indemnify PGSC against any violation of rules / requirements etc. found by authorized Agencies during inspections or otherwise.
- 4.5. To provide requisite Trained Manpower as per the requirement of each facility.

- 4.6. Contractor will install required computers, printers, RFID readers and writers as per make / model prescribed by PGSC for the issue of tickets and billing.
- 4.7. For the purpose of ticketing/billing sufficient computer trained persons shall have to be employed by the Contractor.
- 4.8. If any person is found using facilities without ticket, Rs. 1000/- (Rupees One Thousand only) will be charged from the contractor for each such omission.
- 4.9. The contractor shall display the rate list of the facilities outside the ticket booth.
- 4.10. Ticket Booth at Boating Plaza will be provided by PGSC. However, furniture, computer, printer etc. required will be arranged by the contractor.
- 4.11. **Terms & Conditions about employees of the contractor**
- 4.11.1. The contractor shall certify that the age of workers deployed is more than 18 years and shall comply with all the statutory requirements.
- 4.11.2. The contractor shall ensure that the age of life guards would be more than 18 years and less than 45 years and should be trained swimmer and diver
- 4.11.3. The contractor shall pay the minimum wages as prescribed by the Ministry of Labour, Government of Punjab to the persons engaged by him / her and abide by other Labour Laws like ID Act, Shops & Establishments, Employees Insurance, Factory Act etc.
- 4.11.4. The contractor will be responsible for observing all the legal requirement / obligations / statutory compliance regarding working conditions of his employees under various labour, service, ESI, PF and other laws which may be in force.
- 4.11.5. Indemnify PGSC against any such violation of rules / requirements etc. found by authorized Agencies during inspections or otherwise.
- 4.11.6. The Contractor will furnish a list of his employees and signed copy of their Aadhar Card. Contractor shall provide identity cards and uniforms to all his staff at his own cost.
- 4.11.7. Neither contractor nor any of his employees will perform the duty in drunken condition and if the contractor or any of his employees is found in such state, it may result in a fine of Rs. 2000/- for the first time and Rs. 5000/- for each subsequent offence(s).

- 4.11.8. In case any legal action is brought about by any of the employees of the contractor for any grievance in regard to his service conditions, benefits or any other loss or injury suffered during performance of his duties etc. the entire responsibility shall be of the contractor, who shall indemnify PGSC against any such claim.
- 4.11.9. The behaviour of the contractor and his employees with the visitors and the staff of PGSC shall be polite and courteous. The employee of the contractor, who will be dealing with the public shall be at least matriculate, smart, well-mannered and of co-operative attitude. No person other than those mentioned in the list shall be placed on duty. Further they shall be in proper uniform and have nameplate on their left chest side as prescribed by the PGSC. Any employee of the contractor shall be liable to pay an amount of Rs 2000/- as penalty to the PGSC in case of default of above. If such violation continues 3 times, the contractor would be required to terminate that employee. Further if any dispute occurs with any visitor, the matter shall be immediately referred to the nominee of the Director General of the PGSC, whose decision in the matter shall be final and binding.
- 4.11.10. In case the contractor or his employees are found guilty of moral turpitude or any anti-social activity, the agreement may be cancelled by the PGSC. Besides, PGSC will be at liberty to take criminal / civil action as per provision of law against such person.
- 4.11.11. PGSC will not be responsible for any type of payment to the contractor on account of any loss incurred to him due to negligence of employees of the contractor and he/she shall be exclusively liable.

#### **4.12. Insurance**

- 4.12.1. The Contractor shall obtain a public liability insurance policy for third party liabilities (Bodily injury / Accidental deaths / property damage) arising out at the premises and bear legal costs incurred in connection therewith.
- 4.12.2. The successful tenderer shall indemnify and keep indemnified the PGSC against all losses and claims for injuries or damage to any persons or any property or legal suit / claim filed whatsoever which may arise out of or in consequence of the construction, operation and maintenance of works and

against all claims, demands proceedings, damages costs, charges and expenses what so ever in respect of or in relation there to.

- 4.12.3. The contractor will be himself / herself responsible to purchase **Insurance policy** towards insurance of his / her goods and will indemnify PGSC from any such liability or losses due to operations, fire, theft, force majeure etc.

#### **4.13. Premises**

- 4.13.1. The contractor will not transfer or sublet the contract.
- 4.13.2. The contractor will not make any kind of excavation or construction including alteration or modification in the premises without the permission of PGSC in writing and further, he shall have no right to use PGSC property for his/her employee's personal purpose. The contractor shall not claim any such alteration / modification to be removed which may damage the premises as originally existing at the expiry of contract or extended period thereof.
- 4.13.3. The contractor will not alter or damage PGSC's property including Rail Track Toy Train, electrical appliances, sanitary fittings and other fitting/ equipment as well the plantation work provided in the premises. In fact he shall be responsible for its care and safety, failing which he will be liable to pay its cost as decided by the PGSC. PGSC has the authority to inspect the leased space any time without giving any notice to the contractor.
- 4.13.4. The contractor will keep the premises in clean and hygienic order and maintain it in its original and aesthetic shape.
- 4.13.5. The contractor will not use or permit others to use the premises for publicity purpose in any shape or form.
- 4.13.6. The contractor will not encroach upon the rights of other contractors, running their business in the PGSC premises.
- 4.13.7. Maintenance of the premises will be the responsibility of the Contractor during the Lease period.
- 4.13.8. On termination of contract, the contractor will hand over the site(s) and Rail Track Toy Train or any other item to PGSC in the condition / manner it was received except as provided elsewhere herein, else PGSC will have the right to deduct cleaning / repair / white washing cost from the Security (EMD) or other dues payable or charge the contractor for the same.

#### **4.14. Penal Rent**

4.14.1. If the contractor fails to vacate the premises after the expiry of the contract period owing to any reason, whatsoever, the contractor shall pay the penal rent of Rs.10,000/- per day for such period the premises remains in his possession after expiry of Contract or the extended period, as the case may be.

#### **4.15. Expenses for Execution Agreement**

4.15.1. The expenses for preparation and execution of Agreement for this contract shall be borne by the contractor

#### **4.16. Maintenance**

4.16.1. Maintenance of all equipment including Rail Track Toy Train, Computer, RFID readers, RFID writers, printer, machinery, furniture, electrical, civil, plumbing work etc. whether provided by PGSC or arranged by the contractor, to be done by the contractor.

4.16.2. In the event of theft, pilferage or damage to the PGSC's property, and if proved that the contractor or his staff are responsible; the agency should make good all the losses and remove the concerned person identified as responsible from the services.

#### **4.17. Other Important Conditions**

4.17.1. Contractor will be responsible for having cordial relations with tour operators / travel agents.

4.17.2. Any credit facility extended by contractor will be at his / her cost and risk. The PGSC will not take any responsibility on this account.

4.17.3. All the statutory requirements regarding payment to the workers shall be exclusive liability of the contractor.

4.17.4. All the Taxes applicable from time to time shall be the responsibility of the contractor.

4.17.5. The contractor shall display the ticket rates at various mutually decided sites.

### **5. Obligations of the Pushpa Gujral Science City**

**5.1.** Standard illumination will be provided by the PGSC. However, the expenses on its maintenance will be borne by the contractor. In case the contractor requires any extra

illumination, then expenditure on its capital as well as maintenance will be borne by the contractor.

**5.2.** Ticket booth at Boating Plaza will be provided by PGSC. However, furniture computer, RFID reader, RFID writer, printer etc. has to be arranged by Contractor.

**5.3.** Computer Billing Software and RFID based ticketing software will be provided by PGSC.

## **6. Operations**

**6.1.** Presently PGSC is open 365 days (on all Saturdays, Sundays and Holidays) from 9:00 AM to 6 PM. Therefore facilities should be available all the time. Holiday, if any shall be notified in advance.

**6.2.** If opening and closing times are changed by the PGSC, the contractor will accordingly change the timings for services.

## **7. Standing Committee for mutual responsibilities and any disputes**

**7.1.** A standing committee consisting of two representatives of PGSC and two representatives of the contractor shall be constituted, which will be headed by the Director, PGSC or any other person assigned by the Director General, PGSC for taking the decision(s) / settlement(s) for the following issues:

7.1.1. Fixing of ticket rates

7.1.2. Retail items for the Souvenir Shop

7.1.3. For removing difficulties and for operating the contract on day to day basis and resolving mutual problems in an amicable manner. The decision / settlement arrived at there in shall be binding.

7.1.4. Any other issue

## **8. Termination of Contract**

**8.1.** The contract can be terminated by either party after giving 6 months notice.

**8.2.** Without prejudice to other provisions herein, the contract can be terminated by PGSC by giving a prior notice of 3 months on violation of conditions of contract or on the grounds of default of proper services or deposit of payments by contractor. For operation of this clause a Consultative Committee of four representatives, two each

from each party shall be constituted by the Director General, which shall meet from time to time and submit their deliberations to the Director General. The Director of the Science City or any other person authorized by the Director General, PGSC will be Chairman of the Committee.

- 8.3.** In case of termination of the contract during the contract period, in the violation of above clause of the agreement, security Deposit will be forfeited.
- 8.4.** In case of termination of the contract by the contractor, during the contract period, Contractor shall not remove his / her any equipment from the PGSC site without the permission of the PGSC, before full and final adjustment of accounts.
- 8.5.** In case of termination of contract for convenience of both the parties i.e. PGSC and contractor who mutually agree to terminate the contract, the contractor will keep running the services as per the terms and conditions of the contract until PGSC appoints new contractor or for 6 months, whichever is earlier.

## **9. Arbitration**


- 9.1.** All disputes between PGSC and the contractor arising out of this agreement entered into or in relation thereto or regarding the interpretation of any clause, terms and conditions thereof shall be referred to the Director General, Pushpa Gujral Science City acting as such at the time of reference or any other person as may be nominated by the DG who will be the sole arbitrator and his decision will be final and binding. In case the nominated Arbitrator is unable to commence or continue with the Arbitral proceedings for any reason whatsoever, the DG shall nominate / appoint another officer of PGSC who shall commence the proceedings and decide the reference. The provision of Arbitration and Conciliation Act 1996 shall apply.
- 9.2.** The place for arbitration will be Kapurthala.

## **10. Legal Jurisdiction**

- 10.1.** District Courts at Kapurthala, Punjab

**FINANCIAL BID**  
**(To be Quoted Online Only)**

**RUNNING OF FACILITIES: BOATING & WATER SPORTS, TRACKLESS TOY TRAIN, RAIL TRACK  
TOY TRAIN AND SOUVENIR SHOP AT PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA**

Item of work	Percentage in Figures
<i>Rate of commission offered on the total sales from all the facilities i.e. Boating, Trackless Toy Train, Rail Track Toy Train and Souvenir Shop</i>	 To be quoted online only

**Name, Signature & Seal of Tenderer**

**Date:**

**Place:**

**NOTE:**

- **Reserve Commission Rate: 25 % on sales**
- Firms quoting less than the Reserve Commission rate will not be considered and rejected.
- All the applicable taxes (GST etc.) will be extra payable by Tenderer
- If a firm quote NIL commission, the bid shall be treated as unresponsive and will not be considered”.



**PARTICULARS OF TENDERER**  
Use Additional Sheet if necessary

S.No		
1	Name of Agency	
2	Postal Address  ➤ E-mail address ➤ Telephone No. ➤ Fax No	
3	Name and designation of the representative of the Agency to whom all references shall be made Mobile No. Email id. (Authorization Letter)	
4	Company / Contractor Profile	
5	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership/Cooperative Society etc.)	
6.	PAN / TAN No.: Self Attested copy	
7.	GST No.: Self Attested copy	
8.	The Tenderer should not have been blacklisted by any Govt., Semi-Govt. Deptt. or any other organization. (Affidavit from the Contracting Agency should be attached)	
9.	In case of Agencies having experience may attach following documents, which will be required in the case of tie of price bid:	
9.1	Copies of work orders / contracts to calculate time period of experience	
9.2	Copies of Contractor's Balance Sheets certified by the Chartered Accountant (CA) for the last 3 years (i.e. 01-4-2017 to 31-03-2020) to calculate the consolidated turnover for the last 3 years	

10.	Signed Tender Document	
11.	Any Other Information	

(Name & Signature of Authorized Person) With seal

Date:

Place:

**AGREEMENT**

**AGREEMENT FOR RUNNING OF FACILITIES: BOATING & WATER SPORTS, TRACKLESS TOY TRAIN, RAIL TRACK TOY TRAIN AND SOUVENIR SHOP AT PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA**

This agreement is made on the \_\_\_\_\_ between Pushpa Gujral Science City Society and its successors, assigns, executors etc. (hereafter referred to as the Society/ PGSC) and M/s \_\_\_\_\_ (Hereinafter referred to as the contractor) for **RUNNING OF FACILITIES: BOATING & WATER SPORTS, TRACKLESS TOY TRAIN, RAIL TRACK TOY TRAIN AND SOUVENIR SHOP** in the campus of Pushpa Gujral Science City, Kapurthala. The following documents shall form the part of this contract:

- Tender Notice -----
- Scope of Work-----
- Responsibilities-----
- Terms and Conditions-----
- Commission Quoted ----
- Tender Document-----

----All correspondence, by which the contract is added or amended, varied or modified in any way, by mutual consent----

**For Contractor**  
Designation  
Contractor Address

**For PGSC, Kapurthala**  
Administrative Officer  
Pushpa Gujral  
Science City  
Kapurthala

**Witness:**

**Witness:**

<b>CHECK LIST</b>		
S. No.	Items	(To be filled in by the Tenderer) Documents attached at which page number
	<b>TECHNICAL BID</b>	
1.	Particulars of Tenderer as per Annexure: 2	
2.	Company Profile	
3.	Authorization Letter	
4.	Affidavit- Agency is not blacklisted by any Govt., Semi-Govt. Deptt. or any other organization	
5.	Copy of complete GST registration certificate [all pages]	
6.	Copy of PAN / TAN	
7.	In case of Agencies having experience may attach following documents, which will be required in the case of tie of price bid:	
7.1	Copies of work orders / contracts to calculate time period of experience	
7.2	Copies of Contractor's Balance Sheets certified by the Chartered Accountant (CA) for the last 3 years (i.e. 01-4-2017 to 31-03-2020) to calculate the consolidated turnover for the last 3 years	
8.	Any other supporting document	
9.	Signed Tender Document	
10.	Any other information	
	<b>FINANCIAL BID</b>	
11.	Financial Bid <b>online</b>	<b>ONLINE</b>

(Name & Signature of Authorized Person) With seal

Date:

Place: