

e-TENDER

FOR

CONSTRUCTION

OF

COVERED PATHWAY

(CIVIL & FABRICATION WORK)

AT

PUSHPA GUJRAL SCIENCE CITY

KAPURTHALA (PUNJAB)

TN/PGSC/2021/Civil/Covered Pathway

Pushpa Gujral Science City

Jalandhar – Kapurthala Road,

Kapurthala, Punjab

Telephone: 01822-501963 / 64

PushpaGujral Science City
Jalandhar – Kapurthala Road, Kapurthala

TABLE OF CONTENTS

S.No.	Particulars	Page
1.	Introduction	3
2.	Tender Notice	4
3.	Particulars of Tender	5
4.	Section A: General Information & Instructions	6 – 9
5.	Section B: Instructions for Online Bid Submission	10 – 12
6.	Section C: Scope of Work	13 – 14
7.	Section D: Bill of Quantities (BoQ)	15 – 16
8.	Section E: Terms & Conditions of Contract	17 – 30
9.	Section F: Form of Agreement	31 - 33

ANNEXURES

S.No.	Particulars	Page
10.	Annexure: 1 Particulars of Tenderer / Bidder	34
11.	Annexure: 2 Declarations	35
12.	Annexure: 3 Proforma Experience Certificate	36 -37

CHECKLIST

S.No.	Particulars	Page
13.	Check list	38

APPENDIX

S.No.	Particulars	Page
14.	Appendix: 1 Drawings	39 - 41

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, 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.

PGSC is interested in getting "CONSTRUCTION OF COVERED PATHWAY (CIVIL & FABRICATION WORK) AT PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA". The work shall be executed strictly according to drawings, manufacturer's specifications, CPWD specifications (latest addition) the relevant and current Bureau of Indian Standard Specifications and recent Code of Practice; and/or instructions and direction given by the Engineer-in-Charge.

TENDER NOTICE

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

Online bids are invited from the reputed, experienced and established contractors for the work for **CONSTRUCTION OF COVERED PATHWAY (CIVIL & FABRICATION WORK)** at Pushpa Gujral Science City, Kapurthala.

Interested tenderers can submit online bids through <https://eproc.punjab.gov.in> by **08.09.2021** (1500 Hrs). For further details, please visit website www.pgsciencecity.org

Note:

- Corrigendum and Addendum, if any will be published online at <https://eproc.punjab.gov.in>
- 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	Scope of Work	Online bids are invited for CONSTRUCTION OF COVERED PATHWAY (CIVIL & FABRICATION WORK) at Pushpa Gujral Science City, Kapurthala, Punjab.
2	Type of Tender	Two stage(Technical and Financial Bids to be opened separately)
3	Delivery Period	60 days from date of placement of order
4	Tender Fee	Rs. 1000/- (Rs. One Thousand only)
5	Earnest Money Deposit	Rs. 15,000/- (Rs. Fifteen Thousand only)
	Estimated Value	Rs. 5,10,000/- (Rs. Five Lakhs Ten Thousand only)
6	Validity of Tender	4 (Four) Months from Last date of submission of Tender
7	Bid Document Download Start Date	19.08.2021 10:00 AM
8	Bid Clarification Start Date	19.08.2021 10:00 AM
9	Bid Clarification End Date	27.08.2021 02:00 PM
10	Bid Submission End Date	08.09.2021 03:00 PM
11	Technical Bid Opening Date	10.09.2021 11:00 AM
12	Financial Bid Opening Date	Shall be intimated separately.
13	Place of Opening of Tender	Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala-144601.
14	Contact Persons at PGSC	Mr. Ritesh Pathak, Scientist 'D'

Note:

1. Tender Document can only be downloaded from portal site: <https://eproc.punjab.gov.in>
2. Corrigendum and Addendum, if any will be published online at <https://eproc.punjab.gov.in>
3. Prospective Contractors/Agencies are advised to register themselves with service provider at <http://eproc.punjab.gov.in>(GOI undertaking) well in advance to participate in the tender.
4. 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.
5. Tenderers are advised to visit Science City and see the location during office hours on any working day.
6. 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.
7. 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.
8. If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day.
9. 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.

SECTION A: GENERAL INFORMATION and 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 web site <https://eproc.punjab.gov.in>
- 1.2. The instructions given at **Section B** for “Instruction for Online Bid Submission” should be strictly followed during submission of the bid.
- 1.3. No enquiry, whatsoever, verbal or written, shall be entertained in respect of acceptance and or rejection of tender.

2. SCOPE OF WORK

- 2.1. Construction of covered pathway (Civil & Fabrication Work) near the kid’s park area at PGSC, Kapurthala. The approximate area available for executing the said work is 95Ft x 14.5Ft. The said pathway is to be connected with the existing pathway in an aesthetic manner.
- 2.2. The details of Scope of Work, Material, technical specifications and BOQ are provided at **Section C and Section D** respectively.
- 2.3. Drawings are provided separately at **APPENDIX: 1**

3. TENDER DOCUMENT

- 3.1. Tenderers shall fill in all required particulars in the blank spaces provided for this purpose in the tender documents and also **sign each and every page of the tender document** mandatorily including the drawings attached thereto before uploading their tender.
- 3.2. If tenderer find any discrepancies or omissions in the specifications in the tender document or in doubt as to their meanings, tenderer should at once address to the authority inviting the tender for clarifications during clarification period. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 3.3. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.

4. EARENEST MONEY DEPOSIT (EMD)

- 4.1. EMD amounting to Rs. 15,000/- to be deposited online along the submission of tender on e-portal <http://eproc.punjab.gov.in> .
- 4.2. In case of successful Tenderer, the Earnest Money will be retained as part of the Security Deposit/

Retention Money for satisfactory execution of the contract.

- 4.3. A tender once submitted shall not be withdrawn within a period of four (4) months from the last day of receipt of the tenders. In the event of a Tenderer withdrawing his tender before the expiry of 4 months from the date fixed for receiving the tender, his tender would be cancelled and the Earnest money deposited with the Pushpa Gujral Science City will be forfeited.
- 4.4. No interest can be claimed for the deposit of earnest or Retention money / security money, which will be lying with Pushpa Gujral Science City.
- 4.5. Tenderer or their authorized Representative, whose tender is accepted, shall within 15 days from the date of placement of order shall provide duplicate copy of order duly signed and stamped as token of acceptance of the order.
- 4.6. Unless the tenderer whose tender is accepted provide duplicate copy of order duly signed and stamped as token of acceptance of the order within 15 days from the date of placement of order, the amount of Earnest Money already deposited by him shall be forfeited and acceptance of his tender withdrawn.
- 4.7. EMD would be forfeited if the successful Tenderer fails to commence and carry out the work as per terms & conditions of the Tender Document.

5. TECHNICAL BID DOCUMENTS

- 5.1. 'Bidder's Details' as per **Annexure-1** duly filled –in and signed with official stamp
- 5.2. 'Declarations' as per **Annexure-2** duly filled –in and signed with official stamp
- 5.3. Enlistment Certificate / Valid Registration Certificate from PWD (B&R) or any other Government department.
- 5.4. Power of Attorney in the name of person who has signed the tender document. In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, legal documents in support thereof as also of the fact that the firm is registered under the Indian Partnership Act be produced. In case of a joint family business, the names, addresses and descriptions of the joint family should be mentioned and satisfactorily established. Signature will indicate acceptance of the contents of those tender papers by the tenderers
- 5.5. EPF registration certificate with latest deposit challan copy (Payment of wage month must be within six months from last date of submission of bid)
- 5.6. Attach: Copy of GST Certificate
- 5.7. Attach: Copy of PAN / TAN Card
- 5.8. The contractor should have experience of successfully completing similar nature of work either (i) single work which has 80% of estimated value, or (ii) at least two works each of 60% of estimated value, or (iii) at least three works each of 40% of estimated value, with some Central

Government Department/ State Government Department/ Central Autonomous Body/ Central Public Sector undertaking. The work order as well as completion certificate (original/ self-attested copy) for similar nature of works should be attached failing which the bid will not be considered. Provide the information as per Annexure: 3.

- 5.9. The Average turnover of the bidder for the last 3 years should not be less than 10.0 lac. (Self Attested copies of Balance sheet/ documentary proof for last 3 years turnover should be submitted)
- 5.10. **Agencies having worked at Pushpa Gujral Science City in the past are mandatorily required to submit Satisfactory Performance Completion Certificate else their bids will be rejected.**
- 5.11. Signed & Stamped copy of Tender Document as well as Drawings attached at **Appendix: 1**
- 5.12. Any other Supporting Documents

Note: Tenderer is required to make one (1) pdf file of the above mentioned technical bid documents for uploading the same as 'Technical Bid' on the e-portal.

6. FINANCIAL BID INSTRUCTIONS

- 6.1. The financial Bid in form attached BOQ proforma (**Section D**) shall be dully filled in, digitally signed and uploaded online by bidder.
- 6.2. Price and rate quoted shall be firm and fixed for the entire period of execution of the order and no escalation of rate on any ground whatsoever shall be applicable.
- 6.3. The bidders shall consider the prevailing tax rates while quoting the rates. However, in the event of any changes in the statutory taxes and duties, the rates applicable at the time of payment shall be made by the Competent Authority of PGSC, Kapurthala against submission of supporting documentary evidence.
- 6.4. The rates quoted will be FOR, PGSC, Kapurthala
- 6.5. No taxes or duties other than the indicated above will be paid by the PGSC.
- 6.6. TDS / any other deductions will be deducted as applicable time to time.
- 6.7. Any other item required to complete the work shall be deemed to be included in the quoted amount. Nothing extra will be payable.
- 6.8. If a firm quotes NIL, the bid shall be treated as unresponsive and will not be considered.

7. Placement of order

- 7.1. Order shall be placed in favour of the bidder whose technical bid is acceptable and offered lowest bid.

7.2. In case of **tie** i.e. Lowest rates quoted by more than one tenderer, the following evaluation criteria in order of priority may be noted:

7.2.1. Tenderer with higher / highest value experience of completed projects in last 7 years.

7.2.2. Tenderer with higher / highest number of completed projects in last 7 years.

The above parameters will be inferred from the documents uploaded by tenderer as per **Annexure: 3**.

8. OTHER INSTRUCTIONS

8.1. If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the PGSC may at their discretion cancel such tender. If a partner of the firm expires after the submission of the tender or after the acceptance of the tender PGSC Administration may cancel such tender at their discretion unless the firm retains its character/s.

8.2. The PGSC Administration will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

8.3. The PGSC does not bind themselves to accept lowest tender and reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.

SECTION B: “Instructions for Online Bid Submission”

The Bidders are required to submit soft copies of their Bids electronically on the E-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the E-Procurement Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the E-Procurement Portal.

More information useful for submitting online Bids on the E-Procurement Portal may be obtained at website or URL: <https://eproc.punjab.gov.in>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the E-Procurement Portal (URL <https://eproc.punjab.gov.in>) by clicking on the link “**Online Bidder Enrolment**” on the E-Procurement Portal.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique **Username and assign a Password** for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-Procurement Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA (Certified Coding Associates) India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the E-Procurement Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There could also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a Tender published on the E-Procurement Portal.
- 2) Once the Bidders have selected the Tenders they are interested in, they may download the required Tender documents /Tender schedules. The Tender can be moved to the respective ‘My Tenders’ folder. This would enable the E-Procurement Portal to intimate the Bidders through SMS/e-mail in case there is any Addendum/Corrigendum issued to the Tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each Tender in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any Addendum/Corrigendum published for the Tender document before submitting their Bids.
- 2) Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of Packages/covers in

which the Bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

- 3) Bidder, in advance, should make ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. Firm's Registration Certificate, Financial Statements, Auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for closing date and time for Bid submission so that they can upload the Bid in time. Procuring Entity will not be responsible for any delay whatsoever.
- 2) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bidding document.
- 3) Bidder has to select the payment option as "online" to pay the **Bid security** if applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard format with the Tender document, then the same is to be downloaded and to be filled by all the Bidders. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the Descriptions in the file are found to be modified by the Bidder, the Bid will be rejected.
- 5) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 6) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opening officials' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid opening officials.
- 7) The uploaded Bid documents become readable only after the opening of the Bids by the authorized Bid opening officials.
- 8) Upon the successful and timely submission of Bid (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 9) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- 2) Any queries relating to the process of online Bid submission or queries relating to E-Procurement Portal in general may be directed to the 24x7 E-Procurement Portal Helpdesk (0172-2970263 / 0172-2970284)

SECTION C: Scope of Work

Scope of Work: CONSTRUCTION OF COVERED PATHWAY (CIVIL & FABRICATION WORK) EXTENSION AT PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA.

A covered pathway using fiber sheet is to be constructed near the kids park area at PGSC, Kapurthala for shifting exhibits from spots gallery. The approximate area available for executing the said work is 95Ft x 14.5Ft. The said pathway is to be connected with the existing pathway in an aesthetic manner.

The work shall be executed strictly as per approved drawings, material specifications, Common schedule rates (CSR-2020), Bureau of Indian standard specifications, recent code of practice; and/or instructions & directions given by the Engineer in charge. The contractor shall carry out & complete the said work in every respect in accordance with the scope of work and drawings.to the satisfaction of the PGSC.

The scope of work includes conducting all necessary tests for all materials, providing drawings / catalogues, samples, etc. of all bought out items to the PGSC's supervisors at site or the Engineer-in-Charge at no extra cost to the Owner.

The scope of work consists of following Civil & Fabrication works :-

1. Earth work required for foundation of the MS pipes 65mm NB(Pillars) of Covered path way shed.The work will be executed as per CSR item 6.6.
2. Providing & Fixing of stone aggregate 40mm gauge for foundation of MS Pillars 65mm NB. The work will be executed as per CSR item 10.9(b)(ii).
3. Cement & Concrete work for foundation of MS pillars as per CSR item 10.13 (a)(ii).
4. Providing and fixing of steel structure with MS Pipe 32mmNB B-class pipe truss supported by 65mm NB B-Class pipe. The work will be executed as per CSR item 18.52 (a).
5. Providing & Fixing 3mm fiber sheet leaf green in color having weight minimum 300Grams/SqFt, fixed on the ready truss of MS Pipe 32mm NB. The fiber sheet should be fixed with Aluminum strip having size 40mmx6mm as per drawing. The sheet should be fixed in such a manner that there is not any rain water leakage. The work will be executed as per Non Scheduled item.
6. Painting of MS pipes 32mm NB&65mm NB in covered pathway shed with approved enamel paint on already painted with approved steel primer. The work will be executed as per CSR item 16.17.
7. Plaster of cemented platform. The work will execute as per CSR 15.45 clause.

The scope also includes, providing supplies labor, materials, scaffoldings, execution equipment, tools & appliances as well as necessary supervision by competent supervisors, insurance & execution of all incidental items not specified or indicated but implied or required to complete work under this scope in all respects & in strict accordance with the specifications, schedule of items and drawings including any revisions & amendments made from time to time.The scope of work also includes conducting all necessary tests for all materials, providing drawings/catalogues, samples etc. of all bought out items to the PGSC's supervisors at the site at no extra cost to the owner.

Material Specifications.

1. Ms pipes of size 32mm NB&65mm NB B-Class(M) should be rust free at the time of installation & confirming to ISI Standards. The make of pipe should be of Ravindra/Jindal brand or equivalent brand.
2. Ist Quality Fiber sheet having minimum Size 3mm should have minimum weight 300Gm +- 10Gms.The color of the sheet should be leaf green.
3. The enamel paint and steel primer for MS pipe should be of good quality of Asian paint/Berger/Nerolac brands. Enamel paint color should be leaf green.
4. All fasteners used for fabrication should be rust free and good quality.

Note:

The drawings are separately at Appendix: 1

SECTION D: Bill of Quantities

BILL OF QUANTITIES

To be filled / quoted online only

S.no	Item Description	Unit	Qty	Rate (In Rs.)	Amount (In Rs.)
1.	Earth work in excavation in foundations trenches etc. in all kinds of soil where Pick-Jumper work is not involved and not exceeding 2.0 meters depth including dressing of bottom and sides of trenches, stacking the excavated soil clear from the edge of excavation and subsequent filling around masonry in 15 cm, layers with compaction including disposal of all surplus soil as directed within lead of 30 meters.(CSR 6.6)	Cum	4.07	Quote online	Quote online
2.	Cement Concrete 1:5:10 (b) With stone aggregate 40mm gauge. (ii)Mixing with Mechanical means using concrete mixer volumetric type CSR10.9 (b)(ii)	Cum	.89	Quote online	Quote online
3.	Cement concrete 1:2:4 (a)With stone ballast or shingle (ii)mixing by mechanical means using concrete mixer volumetric type CSR10.13 9(a)(ii)	Cum	4.66	Quote online	Quote online
4.	Steel work in built up tubular (round, square or Rectangular hollow tubes etc. ISI Marked) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete having span:- (a)Up to 15.00 Mtr. Span CSR 18.52(a)	Qtl	23	Quote online	Quote online

5.	Providing & fixing Fiber sheet thickness 3mm having weight 300grams per SqFt. Including nut bolts washers etc. Complete in all respects & as per instructions of engineer in charge. (N.S Item)	SQM	192	Quote online	Quote online
6.	Providing & Fixing Aluminum Strip.Size40mmx6mm Including nut bolts washers etc. Complete in all respects& as per instructions of engineer in charge (N.S Item)	Rft	708	Quote online	Quote online
7.	Painting two or more coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give even shade. CSR 16.17	SqM	91	Quote online	Quote online
8.	12.5 mm thick cement plaster 1:4 CSR 15.45	SqM	4	Quote online	Quote online
			Total		Quote online

Quantities given in the BOQ are tentative & the payment shall be made for the actual work executed & measured at site.

Name, Signature & Seal of Tenderer

Note:

- No taxes or duties other than the indicated above will be paid by the PGSC.
- TDS / any other deductions will be deducted as applicable time to time.
- The above total quoted amount will be considered in Financial Evaluation.

SECTION E: TERMS & CONDITIONS OF CONTRACT

1. INTERPRETATIONS

In construing these Conditions and the Specifications, Schedule of Items and Contract Agreement, the following works shall have the meanings herein assigned to them except where the subject or context otherwise requires.

- a) "Employer/PGSC: shall mean the Pushpa Gujral Science City Society registered under the Societies Registration Act No. XXI of 1860.
- b) "Contractors": shall mean M/s..... and shall include their assignees and/or successors his/their heirs and administrators.
- c) "Site": shall mean the site of contract works Pushpa Gujral Science City located in Kapurthala District, including any building and erections thereon and any other land allotted by the Employer for Contractor's use.
- d) "This Contract": this Contract shall mean the conditions of Contract, instructions to tenderers, form of tender, the specifications, schedule of quantities and rates and the drawings attached hereto and signed.
- e) "Notice in writing": all written notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) Act of Insolvency": shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, 1909 or the Provincial Insolvency Act 1920 or any amendments of the said Acts.
- g) Director General: shall mean the Director General of the Pushpa Gujral Science City or any other officer nominated by Pushpa Gujral Science City in his / her place
- h) Director: shall mean the Director of Pushpa Gujral Science City or any other officer nominated by Pushpa Gujral Science City in his / her place
- i) "Engineer-in-charge": shall mean the Executive Engineer/ any other person employed / nominated by PGSC for the purpose of control and supervision of the work and to issue instructions.
- j) Specifications: PWD specifications /ISI Code (Latest addition)

Words importing persons include firms and Employers, and words importing the singular only include the plural and vice versa where the context so required.

2. **SITE CONDITION**

Tenderer should inspect the work site, where the works under this contract are to be carried out, and obtain himself at his own responsibility all the information that may be necessary for the purpose of the successful execution of the contract. He must also make himself conversant with all the local conditions, means of access to the site work, nature, extent of transport facilities and character of the work and supply of materials, conditions affecting labour and other matters that may have bearing on his tender. PGSC does not undertake any responsibility, to obtain any concessions, permissions from any other party in respect of any allowances, access, encroachments etc. whether for the facility of the works or otherwise. No claim, therefore, will be entertained - should the contractor fail to comply with this condition. Other Contractor's are already working in the site. A part of the site will be made available to the Contractor in its present condition: site organization within the site allocated to him shall be his responsibility. No space other than the above site can be made available to the contractor for site office, labour camps, storage etc.

3. **CONTRACTOR TO PROVIDE EVERY THING NECESSARY**

The contractor shall provide all materials, labour of every description and all tools, tackle plant and transport necessary for the proper carrying on execution of the work to the satisfaction of the Engineer-in-charge.

The contractor shall be responsible for doing this work in collaboration with the other contractors and works of any other trades subsequently employed so as to expedite the execution of his and other contracts which are to run simultaneously.

This will require the progress of site work to be synchronised and harmonised with the work of other contractors giving proper facility and security to them and to their workers. The Contractor is also to include in his tender, charges for any damage done during his work and making good all such surfaces to the satisfaction of the Engineer-in-charge. The Contractor will provide adequate watching and protection of material against theft or damage with night lighting and watching. He will cover up and protect all works throughout the duration and until completion of the work.

The Agreement shall be drawn in duplicate, the original copy of which shall remain in the custody of the PGSC and shall be produced by him as and when required either by the Architect or by the Contractor or both. Other copy of the Agreement may however, be retained by the contractor. The Contractor on signing hereof shall be furnished by PGSC free of cost with two sets of drawings. The Contractor shall keep one copy of all drawings on the works and Engineer-in-charge or his representative shall at all reasonable times have access to the same, Before the issue of the final certificate to the contractor, he shall forthwith return to the Engineer-in-charge all drawings and specification.

All the costs, charges and expenses incurred in connection with the preparation and completion of this Agreement including Stamp Duty shall be paid by the contractor.

4. **MATERIALS**

The contractor is to provide all materials and labour of every description including tools, tackle, plant transport etc. The PGSC shall not be responsible for arranging any license or licensed certificate for the procurement of any material which are not controlled and the tenderers must accept full responsibility for the procurement and delivery of all materials, transport facilities in respect of these. He shall also arrange to procure fuel, oil and any other

materials required for the installation and include charges for all such arrangements in his tendered rates. The PGSC will however assist in signing necessary forms or papers, if required.

5. AUTHORITIES NOTICES AND PATENTS

The selected contractor will have to conform to the provisions of all local bye-laws and acts relating to the works in respect of regulations etc. of the Government and local authorities and of any company, which may be required. The contractor must pay to such authorities all charges payable for the purpose and include the same in his tendered prices. The contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and other Public Utility Companies and/or Authorities in accordance with whose regulations the work is proposed to be done and shall before making any variations from the Drawings or Specification that may be necessitated by so conforming give to the Engineer-in-Charge written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the contractor shall not within seven days receive such instructions, he shall proceed with the work conforming to the provisions. Regulations of Bye-laws in question, and any variation so necessitated shall be dealt with under clause "Variation not to vitiate contract".

The contractor shall bring to the attention of the Engineer-in-Charge all notices required by the said Acts. Regulations or Bye-laws to be given to any authority and to pay to such Authority or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Engineer-in-Charge.

The contractor shall indemnify the PGSC against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

6. SETTING OUT WORKS

The contractor shall set out the works with their own materials, survey and other instruments, equipment etc. and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If any time any error in this respect shall appear during the progress of the works, the contractor shall at his own expense rectify such error if so required to the satisfaction of the Engineer-in-Charge.

The contractor shall provide all men, materials, appliances and everything, which the Engineer-in-Charge may require for measuring or inspecting the works.

The contractor will barricade the area / site provided for the work from visitors to the Science City and all the pits dug will be filled as soon as the work of that pit is completed.

7. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials workmanship shall so far as procurable of the respective kinds described in the Schedule of Quantities and/or Specification and in accordance with the Engineer-in-Charge's instructions and the contractor shall upon the request of the Engineer-in-Charge furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials are in

accordance therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials, which the Engineer-in-Charge may require.

8. RESIDENT REPRESENTATIVE

The contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Engineer-in-Charge may consider necessary. The contractor shall, during the whole time the works are in progress, employ a competent Resident Representative assisted by adequate technical and other staff at the site, who shall be kept constantly in attendance at the works, while the men are at work and shall be responsible for carrying out the work to the true meaning of the contract as per specifications and to the satisfaction of the Engineer-in-Charge. Any direction, explanations instructions or notices given by the Engineer-in-Charge to such Resident Representative shall be deemed to have been given to the contractor.

9. LABOUR WAGES REGULATIONS ETC.

It is condition of this contract that the contractor shall pay to the labour engaged by him in connection with the work directly or indirectly through the sub-contractors wages not less than the minimum wages fixed by the appropriate Govt. under the minimum Wages Act, 1948 and shall duly and properly comply with or ensure compliance with all legislature laws, rules or regulations relating to employment of labour. The contractor shall be liable for any damage or loss caused to the Pushpa Gujral Science City by violation of the provisions of this clause. A violation of this clause shall be deemed a breach of contract.

The contractor shall employ such sufficient number of trust worthy, skilful and experienced assistants or supervisors, workers and watchmen as may be approved by the Engineer-in-Charge, and careful and skilled workmen in or about the execution of the said works to the satisfaction of the Engineer-in-Charge. The contractor shall arrange to meet the Engineer-in-Charge, or his Assistants for the works whenever required.

The contractor shall not employ who has not completed his eighteenth year.

The contractor also shall submit a return in duplicate to the Engineer-in-Charge for the labour engaged by him during the execution. The contractor shall at his own expense provide or arrange to the provisions of approved protective foot-wear and hand gloves for any worker as directed by the Engineer-in-Charge.

10. DISMISSAL OF WORKMEN

The contractor shall on the request of the PGSC within 24 hours after the receipt of written order signed by the Engineer-in-Charge remove from the works site any persons employed thereon by him who may, in the opinion of the PGSC be incompetent or unsuitable or misconduct himself and such person shall not be again employed or allowed on the works site without the permission of the Engineer-in-Charge. The Engineer-in-Charge shall not enter into correspondence for stating the reasons for removal of workmen.

11. ACCESS TO WORK

The Engineer-in-Charge and any person authorized by him shall at all times have free access to the worksite and/or to the workshop, factories or other places where materials are being prepared or manufactured for the contract and also to any places where material are lying and from where they are being taken out and the contractor shall give every facility to them

for inspections, examination and testing of the materials and workmanship. No person, not so authorized as aforesaid, except the representative of Public Authorities shall be allowed on the works site at any time.

12. ENGINEER-IN-CHARGE

The contractor shall accord the Engineer-in-Charge every facility and assistance for inspecting the works and materials and for checking and measuring work and materials. The Engineer-in-Charge shall have power to give notice to the contractor or his Resident Representative for non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect is obtained. The work will from time to time be examined by the Engineer-in-Charge or his representative but such examination shall not in any way exonerate the contractor from the obligation to remedy any defect which may be found to exist at any stage of the works after the same is completed.

Subject to the limitation of this clause the contractor shall take instructions only from the Engineer-in-Charge.

13. WORK NOT TO BE SUB-LET

The contractor shall not assign or sub-let the contract without written approval of the Engineer –in – Charge. Employment of labour on piece rate basis shall not however be deemed sub-letting. If the contractor shall assign or sublet his contract or attempts to do so without the approval as aforesaid or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person or the employee of the PGSC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer – in – Charge may absolutely there – upon terminate the contract as specified in clause 31 and in the event the said course being adopted, the consequences in the said clause 31 shall ensure.

14. VARIATION

In case the Engineer-in-Charge thinks proper at any time during the progress of the works, any alterations in or omission from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the contractor and contractor shall alter, add or omit as the case may require in accordance with such notice but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation, specification or contract drawing without the previous consent in writing from Engineer-in-Charge and the value of such extras, alterations or omissions shall in all cases be determined by the Engineer in charge in consultation with the Pushpa Gujral Science City in accordance with the provisions or clause for “Ascertainment of prices for extra etc”. Hereof and the same shall be added to or deducted from the Contract amount accordingly. A verbal authority or direction by the Engineer-in-Charge, if confirmed by the contractor in writing within seven days, be deemed to have been given in writing.

The PGSC through the Engineer-in-Charge reserves to itself the right of altering the drawings and the nature of the work and adding to or omitting any items of work or of having portions

of the same carried out departmentally or otherwise and such alterations or variations be carried out without prejudice to this contract.

Bill of extra work should accompany the photocopy of the PGSC's authority and duly countersigned by the Engineer-in-Charge.

The Engineer-in-Charge shall have power and authority, from time to time and at all times, to make and issue further drawings and instructions and may make any additions, alterations and omissions in the work. No allowance shall be made to the contractor for any increase in measurements or any extra work wherever except upon the written order of the Engineer-in-charge for the same.

No deviation from the contract will on any account be allowed unless an order in writing be obtained from the Engineer-in-Charge. No alteration, omission or variation shall vitiate this contract.

15. **SCHEDULE OF QUANTITIES, DRAWINGS AND SPECIFICATIONS**

Any error in description or in quantity or any omission of items from the schedule of quantities shall not vitiate the contract but shall be rectified and the value thereof as ascertained on Clause for 'Ascertainment of prices for extras etc" hereof shall be added to or deducted from the contract amount (as the case may be) provided that there shall be no rectification of errors in the contractor's schedule of rates.

The specification, schedule of quantities and drawings are to be considered as explanatory of each other and should anything appear in the one that is not described in the other no advantage shall be taken to any such omission. Should any discrepancies or inconsistencies however appear, or should any misunderstanding arise as to the meaning and import of the Specification, Schedule of Quantities or Drawings or as to the dimensions or the quality of the materials or the due and proper execution of the work executed under this contract or as extras thereupon, the same shall be explained by the Engineer-in-charge and his explanation shall be final and binding upon the contractor and the contractor shall execute the work according to such explanation and without extra charge or deduction to or from the price specified in the schedule of quantities and rates and shall also do such works and things as may be necessary for the proper completion of the works as implied by the specification, schedule of quantities and drawings, even though such works and things are not specially shown and described therein.

If the contractor finds any discrepancy in the drawings or between the drawings, schedule of quantities and specification, he shall immediately and in writing refer the same to the Engineer-in-charge, who shall decide which is to be followed and that decision shall be final in the matter.

16. **SUFFICIENCY OF SCHEDULE QUANTITIES**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.

17. **MEASUREMENT OF WORK**

The Engineer-in-charge may from time to time intimate to the contractor that they require the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist the Engineer-in-charge or his representative in taking such measurement and calculations and to furnish all particulars or to give all assistance required by them. Should the contractor not attend or neglect or omit to send Agent, then the measurements taken by the Engineer-in-Charge or any person authorized by him shall be taken to be the correct measurements of the works.

Unless otherwise mentioned in the schedule of quantities, the measurement will be net quantities of the work produced in accordance with up-to-date rules laid down as per PWD specifications (latest edition). In the event of any dispute with regard to the measurement of the work executed, the decision of the Engineer-in-Charge shall be final and binding.

18. **ASCERTAINMENT OF PRICES FOR EXTRAS ETC**

The rates for the items not covered in the tender Schedule of items shall be derived as follows:

- (a) The Engineer-in-Charge shall settle such rate, based on market rate and on the basis of analysis based on market rate, submitted by the contractor after discussion with them and duly approved by the competent authority. In such case the rate shall be derived on the basis of cost of materials and labour, as per the prevalent market rates for the same, plus 15% to cover overheads supervision and profits etc.
- (b) The extra work done shall be part of the contract value of the work.
- (c) The measurement and valuation in respect of the Contract shall be completed within the "period of Final Measurements' stated herein.

19. **UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE PGSC**

Where in any certificate (of which the contractor has received payment) the Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the PGSC and they shall not be removed except for the use upon the works without the written authority of the Engineer-in-Charge. The contractor shall be liable for any loss or damage to such materials.

The contractor shall arrange to avail of proper gate passes of the Pushpa Gujral Science City for entry and exit of their workmen, plants, tools, materials, etc.

20. **VESTING OF WORKS AND MATERIALS IN THE PUSHPA GUJRAL SCIENCE CITY– PLANTS ETC. NOT TO BE REMOVED**

From commencement to the completion of the works, the works and all materials, plants, temporary buildings, equipment and things whatsoever brought on the site in connection with the contract, shall become the property of and vest in the Pushpa Gujral Science City subject to its right of rejection of any materials not approved. But the Pushpa Gujral Science City shall not be responsible, charged or chargeable for anything lost, stolen, damaged or destroyed or removed from the site or that shall fail in any way whatsoever and the care of same and everything connected therewith or pertaining thereto shall be the responsibility of the contractor who shall protect and preserve entire and uninjured the whole of the works and materials and other thing aforesaid until the termination of the contract.

No materials, plant, temporary buildings, equipment or other things, whatsoever shall be removed from the site without the consent in writing of the Engineer-in-Charge. Engineer-in-Charge may order or permit the contractor in writing at any time during the progress of work to remove from the site any unused materials, plant, temporary buildings, equipment or things and there from the contractor shall forthwith remove the same and upon removal the property shall be reverted to the contractor.

21. **FAULTY MATERIALS AND WORKS**

Engineer-in-Charge shall, during the progress of the works, have power to order, in writing from time to time, the removal from the works site within such reasonable time or times as may be specified in the order, of any materials and/or workmanship which, in the opinion of the Engineer-in-Charge, are not in accordance with the drawings, specification or the instructions of the Engineer-in-Charge, and the substitution of proper materials and/or workmanship, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification or instructions; and the contractor shall forthwith carryout such order at his own cost. In case of default on the part of the contractor to carry out such order, the PGSC shall have power to employ and pay the persons to carry out the same; and all expenses consequent thereon or incidental thereto shall be borne by the contractor and shall be recoverable from him by the PGSC, or may be deducted by the PGSC from any moneys due or that may become due to the contractor.

Provided always that nothing in this Clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and upon and subject to the conditions of the contract or from his liability to make good all defects.

22. **DEFECT LIABILITY PERIOD**

Any defects, cracks, disfiguration or other faults which may appear within **SIX months** from date of completion” arising in the opinion of the Engineer-in-Charge from materials and/or workmanship not in accordance with the contract, shall upon the directions in writing of the Engineer-in-Charge and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, and in case of default, the PGSC may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the PGSC or may be deducted by the PGSC upon the Engineer-in-Charge’s certificate in writing, from any money due or that may become due to the contractor or the PGSC may in lieu of such amending and making good by the contractor, recover from the contractor any expenses the PGSC may have incurred in connection therewith. Should any defective work be done or materials supplied by any sub-contractor employed on the works who has been nominated or approved by the Engineer-in-Charge, the contractor shall be liable to make good in the same manner as if such work or materials had been done or supplied by the contractor and been subject to the provisions of this clause and for “Scope of Contract” hereof. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Engineer-in-Charge of any Certificate or the passing of any accounts.

23. **CERTIFICATE OF COMPLETION**

Within ten (10) days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge, and within thirty (30) days of the receipt of such notice

Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion, after obtaining approval from the Pushpa Gujral Science City otherwise a provisional certificate of completion indicating defect(s) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion provisional or otherwise, shall be issued nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all the huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt and unwanted paint marks from all wood work, doors, windows, walls, floors or other parts of any building in upon or about with the work is to be executed, or of which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the PGSC. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. The work should be completed in accordance with the provisions of this contract with any authorized alternations, amendments, additions or omissions within the period stated in the tender or such extended period as may be allowed by the Director General under clause "Extension of Time" hereunder and shall not be considered as completed until the Engineer-in-Charge have certified in writing that it has been completed to their satisfaction.

24. WORKING HOURS

No work shall be carried out between sunset and 8.00 AM or Pushpa Gujral Science City holidays except with the previous sanction in writing of the Pushpa Gujral Science City communicated through the Engineer-in-Charge, granting of which will be entirely at the discretion of the Pushpa Gujral Science City and cannot be claimed by the contractor as a matter of right, and refusal to grant such permission will not be accepted by the Pushpa Gujral Science City as a ground or excuse for not completing the work within the contract period.

25. WORK COMPLETION TIME and EXTENSION OF TIME

The time period for completion of the said work is 60 days from date on which the order to commence the work is given PGSC / issue of letter of intent.

If in the opinion of the Engineer-in-Charge the completion of the work shall be delayed by any change of original design, or by the order of the Engineer-in-Charge, any altered modified, substituted or additional work, or by the ordering of the Engineer-in-Charge of any work to be omitted or by any strike, stand-out or lock-out of any workmen employed by the contractor or from any just cause not attributable to the Act, default or omission of the contractor, the Director General may if in his discretion he shall think fit, either forthwith or at any later time or from time to time notwithstanding that the prescribed or extended time for completion of the work has expired or that the work has been completed by writing under his hand, extend the time for the completion of the work to such date as he shall consider reasonable. Provided always, that unless the contractor makes a written application to the

Engineer-in-Charge, at the time when the cause of the delay is occurring or about to occur or in the cause of "force majeure immediately thereafter and of which satisfactory proof must be submitted or unless the time is extended by the Director General (whether such application has been made by the contractor or not), the prescribed time shall not be extended, notwithstanding delays from the foregoing or any other cause or causes or whatsoever kind, subject nevertheless to the provision that any and every extension of time by the Director General shall be deemed to be in full compensation as per the terms and conditions of the contract agreement.

26. COMPENSATION FOR DELAY

The time allowed for carrying out the work shall be the essence of the contract and shall be strictly observed. It shall be reckoned from the date on which the order to commence the work is given to the contractor.

In case of default, the contractor shall not, withstanding issuance of a prior notice in this regard, pay prospectively as liquidated damages, an amount upto 1% of the amount of contract or such lesser amount that the Engineer – in – Charge may levy, for every week that the work remains uncommenced after 15 days of issue of acceptance letter or the minimum progress of work stated above is not achieved or the work remains unfinished after the completion date. In case of continued default or shortfall in progress, the Engineer – in – Charge may go on enhancing the levy, of liquidated damages prospectively, each time limited to 1% of the total estimated amount of work per week of further default subject to maximum limit of Ten percent of the amount of the contract. The Director General, PGSC on representation from contractor after hearing both the parties i.e. Engineer – in – Charge and contractor may, reduce the amount of liquidated damages and his decision in writing shall be final.

27. PRICE ESCALATION

The rate quoted for all the items must remain firm throughout the tenure of this contract including extended time limit and no escalation for whatever reason will be entertained at any stage.

28. OTHER PERSONS ENGAGED BY PGSC

The PGSC reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons and the contractor shall allow all reasonable facilities for the execution of such work but it is not required to provide any plant or materials for the execution of such work except by special arrangement with the PGSC. Such work shall be carried out in such manner as not to implement the progress of the works included in the contract.

29. INDEMNITY

Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the progress of the work, the contractor shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Pushpa Gujral Science City's property, or to the lives, persons or property of others (including visitors to the Science City) during the progress of the works and period of maintenance.

30. RISK PENDING COMPLETION

All the works comprised in this contract until handed over to the Engineer-in-Charge / PGSC,

shall stand at the risk of the contractor who shall be responsible and make good at his own cost all loss and damage caused by or due to fire, weather or any other cause and the contractor shall hand over the works complete in every respect at the termination of the agreement. If the contractor or his workmen or servants break, deface, injure or destroy any part of a building, in which they may be working or any building, any engineering structures, any engineering works, roads, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, the contractor shall make good the same at his own expense or in default, the Engineer-in-charge may cause the same to be made good at the contractor's expense and deduct the cost from any sums due, or which may become due to the contractor, or from his security deposit and retention moneys, or the proceeds of sale thereof or a sufficient portion thereof.

The Director General shall have the right to take possession of or use any completed or partly completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the contract agreement.

31. BREACH OF CONTRACT – LEVY OF DAMAGES

The Engineer –in-Charge may, without prejudice to other right and remedies, under the provisions of the contract or otherwise after issuing a notice, in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of five percent of the amount of the contract, if the contractor, commits breach of contract under any clause of the contract, or in any of the following cases: -

- i. If the contractor suspends the execution of the work and in spite of having been given a notice in writing by the Engineer-in-Charge fails to resume the work within ten days of the issue of the said notice.
- ii. If the contractor, having been given a notice in writing by the Engineer-in-Charge, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, unworkman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- iii. If the contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- iv. In case failure on the part of the contractor at any time during the continuance of this contract to comply with any of the conditions herein contained or in case of the breach of any portion of this contract or if the Pushpa Gujral Science City shall enter and determine the contract, the contractor shall be liable to make good to the Pushpa Gujral Science City the difference, if any, between the costs of completion as aforesaid and the costs mentioned in schedule of quantities and all other charges and expenses as shall or may in any way be incurred or sustained and the Pushpa Gujral Science City Society shall be at liberty to retain the said sums from any amount that shall become due and payable to the said contractor and without prejudice to the

provisions hereof the said Pushpa Gujral Science City shall be entitled to forfeit the amount deposited by the contractor with the Pushpa Gujral Science City and amount retained by the Pushpa Gujral Science City under clause No. 35 hereunder or to assess the loss or damage which they have suffered by reason of such failure or breach and to appropriate the said deposit towards such loss or damage without resource to a Court of Law and without prejudice to any right of recovery by other means.

After the termination of the contract under this clause, the PGSC shall be at liberty to (i) get the balance work executed through some other contractual agency or through departmental means or (ii) to abandon the balance work altogether or to (iii) modify the design and scope of the work in any manner. The contractor shall have no claim against the PGSC for treating the work in any manner deemed fit.

32. NO INTEREST PAYABLE

No claim for interest will be entertained by the Pushpa Gujral Science City with respect to the above mentioned deposits or with respect to any moneys or balances which may be in their hands owing to any dispute between themselves or the Engineer in Charge and the contractor or with respect to any delay on the part of the Pushpa Gujral Science City in making monthly or final payments or otherwise.

33. PUSHPA GUJRAL SCIENCE CITY'S LIEN

The Pushpa Gujral Science City shall have a lien on and over or any money that may become due and payable to the contractor under these presents, and/or also on and over the deposit of security amount or amounts made under this contract and which may become repayable to the contractor under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Pushpa Gujral Science City by the contractor either or jointly with another, and either under this or under any other contracts or transactions of any nature whatsoever between the Pushpa Gujral Science City and the contractor.

34. CERTIFICATES AND PAYMENT

i) The contractor shall submit his bills in proper forms periodically in duplicate to the Engineer-in-Charge with detail measurement in support and showing deduction for the previous payments received by him. The bills will thereafter be checked by the Engineer-in-Charge, who shall issue certificate for payment in respect of the value of the work executed after deducting five (5%) percent of the value of work done as retention. The retention of five (5%) percent however, will not be deducted from the bills until the calculated amount of retention exceeds the amount of earnest money (as mentioned in the tender notice) after which the deduction will be made to the extent of five (5%) percent of the total value of the bill. The contractor shall be entitled to receive payment against non-perishable materials stored at site upto 75% of the value on the discretion of the Engineer in Charge. The cost of any materials made over to the contractor by the PGSC will be proportionally deducted from the bills in accordance with the quantities consumed and the item or items of work relating to these being included in the bill or as decided by the Engineer in Charge.

Five (5%) percent retention money will be released after defect liability period.

The contractor's final bill shall be submitted by the contractor within one month from

the date of actual completion of works.

No certificate of the Engineer-in-Charge shall of itself be conclusive evidence that any works or materials to which it is related are in accordance with the contract.

The Engineer-in-Charge shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

No certificate of payment shall be issued unless complete bills supported by measurements duly entered in measurement books, vouchers etc. if required are submitted to the Engineer-in-Charge by the contractor.

- ii) All intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect of the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.
- iii) The rate quoted by the contractor in item rate tender or percentage rate tender will be the correct basis. The schedule of quantities and rates will form the basis for any extras or deductions. The quantities mentioned in the schedule of quantities are estimates only and are liable to be altered or omitted to any extent and payment will be made on the value of works as are actually executed in accordance with drawings and directions at the rates mentioned in the said schedule of quantities.

35. MATTERS TO BE FINALLY DETERMINED BY ENGINEER-IN- CHARGE

The decision, opinion, direction, certificate except for payment with respect to all or any of the matters under all clauses of the contract and in addition to other clauses hereof wherein specially mentioned to this effect (which matter are herein referred to as the excepted matter) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

36. EXTRA – ORDINARY CLAIMS

No claim for payment of an extra – ordinary Nature, such as claims for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of Engineer – In – Charge or claims for compensation where work has been temporarily brought to a stand – still though no fault of the contractor shall be allowed.

37. DISPUTES AND ARBITRATION

- i All the disputes or differences in respect of which the decision is not final and conclusive, shall at the request of either party made in a communication sent through registered A.D. post be referred for arbitration to the Director General, Pushpa Gujral Science City, Kapurthala. The Director General shall appoint a sole arbitrator for arbitration on receipt of a request from either party.

- ii Director General, Pushpa Gujral Science City, Kapurthala shall have the authority-to change the arbitrator, on an application by either the contractor or the Engineer-in-Charge requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceeding. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Director General, Pushpa Gujral Science City, Kapurthala after and notice thereof is given by the applicant to the Arbitrator. The Director General, Pushpa Gujral Science City, Kapurthala after hearing-both parties pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously, appointing Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.

38. **Legal Jurisdiction**

All disputes arising out of or in any way connected with this agreement shall be deemed to have been arisen at Site in Kapurthala District and only the Court in Kapurthala District shall have jurisdiction to determine the same.

39. **APPOINTMENT OF APPRENTICES AS PER APPRENTICE ACT**

The contractor shall during the currency of the contract when called upon by the Pushpa Gujral Science City engage and also ensure engagement by sub-contractor and other employed by the contractor in connection with the works such number of apprentices in the categories as directed, and for such periods as may be required under the Institute of Engineers. The contractor shall train them as required under the apprentices Act, 1961 and the rules made there under from time to time and shall be responsible for all obligations of the PGSC under the said act including the liability to make payments to apprentices as required under the said Act.

40. **TAXES**

Income Tax and any other taxes as applicable under the provisions of the Acts, will be deducted at sources from all payments/credit of Bills of the Contractor.

41. **SET OFF**

Any sum of money due and payable to the Bidder/Supplier/Contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer (PGSC) to set off the same against any claim of the Buyer (PGSC) for payment of a sum of money arising out of this contract made by the Bidder/Supplier/Contractor with Buyer (PGSC)

SECTION E: FORM OF AGREEMENT

FORM OF AGREEMENT

(The agreement will be executed on the approved proforma by the Pushpa Gujral Science City on a Stamp Paper of Rs.100/-) in duplicate.

This CONTRACT AGREEMENT is made on the ____ day of _____, 2021 between PUSHPA GUJRAL SCIENCE CITY, registered under the Societies Act XXI, 1860 with their Registered office at Jalandhar Kapurthala Road, Kapurthala, hereinafter called PGSC (which expression shall, wherever the context so demands or requires, include their successors and assignee) of the one part and M/s _____, hereinafter called "the Contractor" (which expression shall, wherever the context so demands or requires, include his/their legal successor and assignee) of the other part.

WHEREAS

- A) The PGSC is desirous that works of:
CONSTRUCTION OF COVERED PATHWAY (CIVIL & FABRICATION WORK) AT PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA be executed as mentioned, enumerated or referred to in the Tender documents including Letter of Invitation of Tender, Conditions of Contract, Specifications, Drawings, Schedule of Quantities, Agreed Variations and Technical Specifications and special conditions of the Contract.
- B) The Contractor has inspected the Site and Surroundings of work specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of surface, strata and ground, the form and nature of Site and local conditions, the quantities, nature and magnitude of the work, availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquires and obtained complete information as the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference to or with the execution and completion of work to be carried out under the contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of work as per the terms and conditions of the contract and which might have influenced him in making his bid. However, the contractor shall be entitled to extra payment for any extra work not incorporated in the bill of quantities as per mutually agreed terms/rates.

AND WHEREAS

- C) The PGSC has accepted the tender of M/s _____, for the work of **CONSTRUCTION OF COVERED PATHWAY (CIVIL & FABRICATION WORK) AT PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA** and conveyed vide letter No. _____ dated _____ at the rates as stated in the Schedule of Quantities for the work and accepted by the PGSC upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The following documents in conjunction with Addendum/Corrigendum to Tender Documents shall be deemed to form and be read and construed as part of this Agreement, viz
 - a) This Contract Agreement
 - b) The letter of award of the contract PGSC/ _____ dated _____.
 - c) Regarding submission of tender along with all the documents issued by PGSC and submitted by M/s _____, vide No. _____ dated _____.
2. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
3. The work shall be strictly executed in accordance with the terms & conditions of the Contract set forth in the documents mentioned in para 1.
4. In consideration of the payment to be made to the contractor for the work to be executed by him, the Contractor hereby covenants with PGSC that the Contractor shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract. In consideration of the due provision, execution and completion of the said work, the PGSC does hereby agree with the contractor that the PGSC will pay to the Contractor in respect of the amounts for the work actually done by him and approved by the Engineer In-charge PGSC at the rates given in the Schedule of quantities and other sum payable to the Contractor under provisions of the Contract, such payment to be made at such time and in such manner as provided for the Contract.
5. In consideration of due provision, execution and completion of the said work, the Contractor does hereby agree to pay such sums as may be due to the PGSC as per the terms and conditions set forth in the said contract, and such other sums as may become payable to the PGSC towards loss, damage to the PGSC's equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in the contract.

6. It shall be specified and distinctly understood and agreed between the PGSC for the execution of the work or in the building, title or interest in the site made available by the PGSC for the execution of the work or in the building, structure or the work executed in the said site or in the goods, articles or materials etc. brought to the said site (unless the same specifically belong to the contractor) and the contractor shall not have or deem to have any lien or whatsoever charge for unpaid bill and on this account will not be entitled to assume or retain possession or control of site or structures or materials or equivalent and the PGSC shall be have an absolute right to take full possession of the site and to remove the Contractor, their servants, agents, representatives, materials etc. belonging to the Contractor and lying on the site

The agreement is being executed for facility of reference.

IN WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and delivered for and on

Signed and delivered for

Behalf of the PGSCS

and on behalf of

IN PRESENCE OF TWO WITNESSES

Witness

Witness

PARTICULARS OF TENDERER / BIDDER

Use Additional Sheet if necessary

S. No	Particulars	
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.	
5	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership/Cooperative Society etc.)	
6	Enlistment / Registration Certificate Number from PWD (B&R) or any other Government Department Self-Attested copy	
7	PAN / TAN No.: Self-Attested copy	
8	GST No.: Self-Attested copy	

I / We hereby declare that the above statement are true. I / We also declare that the decision of Pushpa Gujral Science City, Kapurthala, Punjab regarding selection of eligible firms for opening of Financial Bid shall be final and binding on me / us.

(Name & Signature of Authorized Person) With seal

Date:

Place:

DECLARATIONS

Declaration – I

In strict accordance with the drawings, specifications, schedules of quantities and upon the terms set out in the annexed form of Contract, instructions to tenderers and its enclosures at the rates entered in the attached Schedule of Quantities and rates.

- i. I/We undertake to complete the whole work within 60 days from the date on which the order to commence the work is given to us by the Pushpa Gujral Science City.
- ii. In the event of my/our tender being accepted, we also agree to enter into a contract in the form annexed hereto with such alterations or additions thereto, which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to instructions to tenderers, the Specification, schedule of quantities and rates schedule of materials to be supplied by the Pushpa Gujral Science City and drawings attached to the tender.
- iii. The PGSC shall be at liberty to cancel the order in full or in part the event of failure of any of the above declaration made by us.

Signature of the Bidder

Declaration – II

This is to certify that I/We have no close relative as an employee of Pushpa Gujral Science City (PGSC), Kapurthala (close relative means: Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with us as proprietor / partner / share holder / director and like.

Signature of the Bidder

Declaration – III

This is to certify that our Firm has not been blacklisted by any Govt., Semi-Govt. Deptt. or any other organization.

Signature of the Bidder

Proforma: EXPERIENCE CIVIL WORKS:

List of similar works executed during preceding 7 years Sl. No.	Name of work with brief particulars thereof	Date of commencement	Date of completion as per work order	Actual date of completion	Contract Amount (Rs.)	Name of client, contact with his complete address phone No.	Attach self-attested scanned copy of work order & Completion certificate (at which page Number)

Add extra sheet if required.

Signature of the Company/Contractor

Seal of the company / Contractor with Date :

NOTE :

Self-attested scanned copies of work order & completion certificates from clients shall be attached.

Proforma: EXPERIENCE of Ongoing CIVIL WORKS

Sr. No. List of similar works	Name of work with brief particular thereof	Date of commencement	Date of completion as per work order	Contract Amount (Rs.)	Name of client, contact with his complete address phone No.	Attach self-attested scanned copy of work order (at which page Number)

Add extra sheet if required.

Signature of the Company/Contractor

Seal of the company / Contractor with Date :

NOTE :

Self-attested scanned copies of work order & completion certificates from clients shall be attached.

CHECK LIST		
S. No.	Items	(To be filled in by the Tenderer) Documents attached at which page number
	TECHNICAL BID	
1.	Tenderer / Bidder Details as per Annexure: 1	
2.	Declarations as per Annexure: 2	
3.	Enlistment / Registration Certificate	
4.	Power of Attorney	
5.	EPF Registration Certificate with latest deposit challan copy	
6.	Copy of complete GST registration certificate [all pages]	
7.	Copy of PAN / TAN	
8.	Experience Certificate as per Annexure: 3 along with copies of orders & completion certificates	
9.	The Average turnover of the bidder for the last 3 years should not be less than 10.0 lac. (Self Attested copies of Balance sheet/ documentary proof for last 3 years turnover should be submitted)	
10.	Agencies who had earlier done any job / work for Pushpa Gujral Science City in the past have to compulsorily submit a Certificate of Satisfactory Performance otherwise tender will be rejected.	
11.	Signed & Stamped Copy of Tender Document and Drawings (Appendix: 1)	
12.	Any other supporting document / information	
	FINANCIAL BID	
13.	Financial Bid online (Section D)	ONLINE

(Name & Signature of Authorized Person) With seal

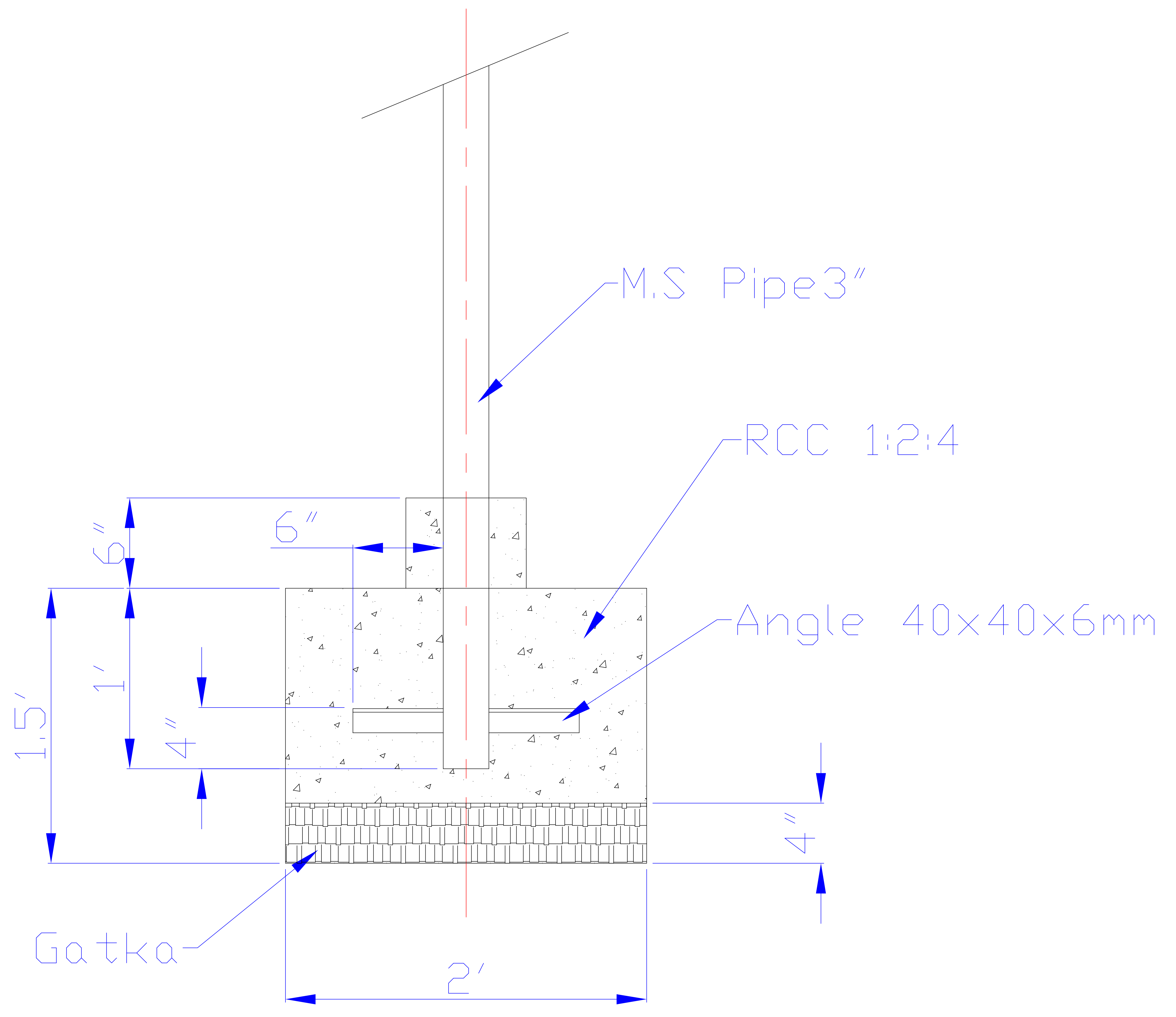
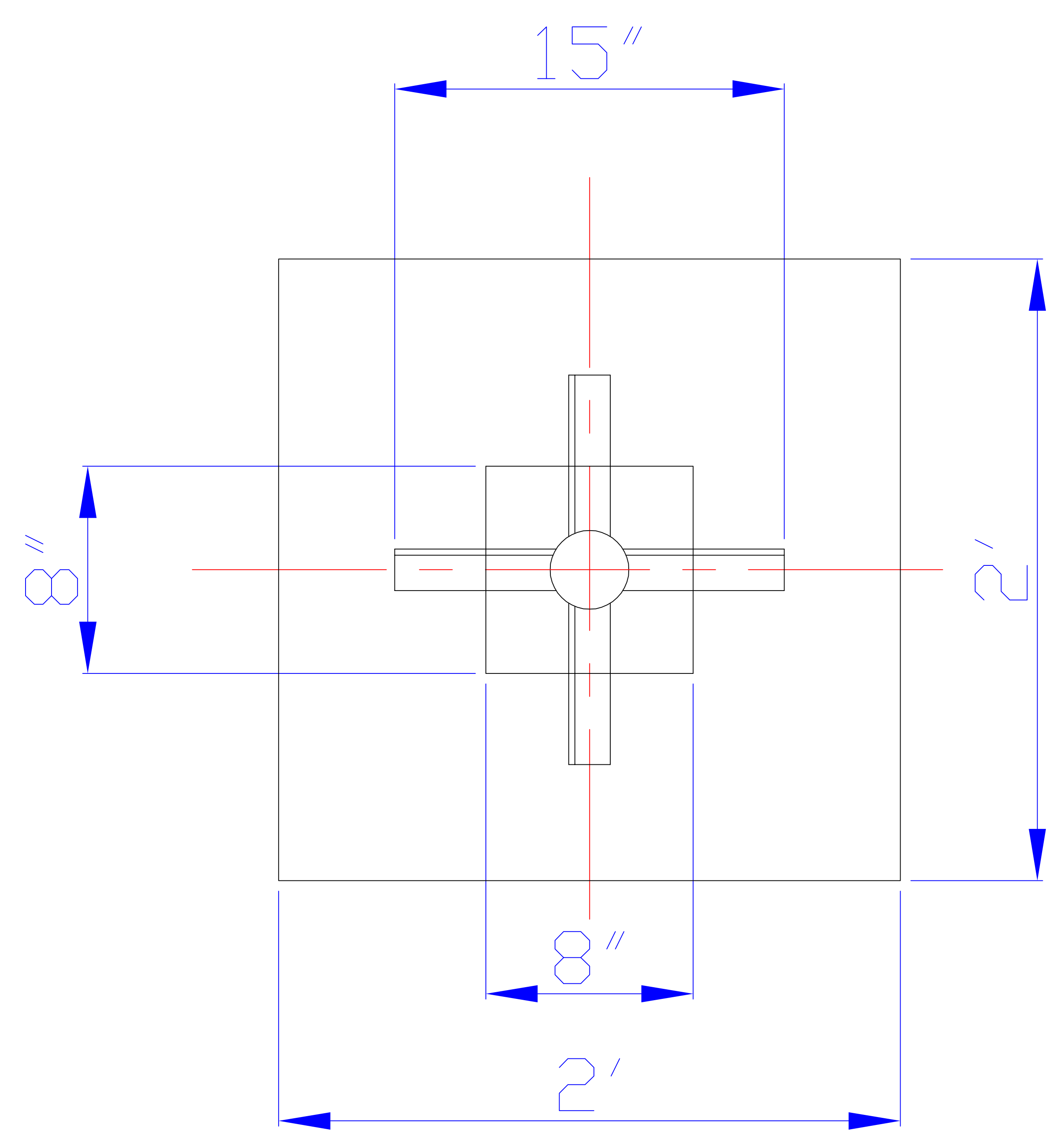
Date:

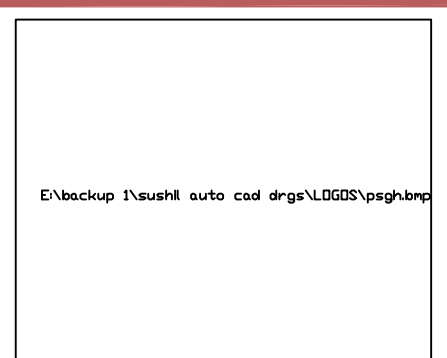
Place:

Note: Tenderer is required to make one (1) pdf file of the above mentioned technical bid documents for uploading the same as 'Technical Bid' on the e-portal.

(Please see all the documents are uploaded as per Tender Document (Checklists for ready reference for mandatory documents)

DRAWINGS



MATERIAL		 PUSHPA GUJRAL SCIENCE CITY KAPURTHALA, PUNJAB
SCALE	1:1	
APPROVED		DRG.NAME.Foundation for pillar for shed Kids park
CHECKED		DWG. NO. PGSC/012785
DRAWN	SUSHIL EDGAR	REV. 0