

**TENDER DOCUMENT**

**for**

**HORTICULTURE AND LANDSCAPING  
SERVICES**

**at**

**PUSHPA GUJRAL SCIENCE CITY  
JALANDHAR-KAPURTHALA ROAD  
KAPURTHALA**

This Tender Document contains 17 pages.

**PUSHPA GUJRAL SCIENCE CITY**  
**SCO 60-61, 3<sup>rd</sup> Floor, Sector 34-A, Chandigarh**  
**Tel No. 0172-5077072, 2603183 Fax: 2612914**

**Tender for**  
**Horticulture & Landscaping Services**

Sealed tenders are invited from reputed contractors for providing Horticulture and Landscaping services to Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala.

Tender Document consisting of detailed scope of work, bidding parameters, contractual obligations etc. will be issued to interested parties on receipt of written request on any working day against non-refundable cash payment or demand draft of Rs. 1000/- as Tender Document Fee in favour of "Pushpa Gujral Science City" payable at "Chandigarh". Tender Document can also be downloaded from PGSC website **[www.pgsciencecity.org](http://www.pgsciencecity.org)** and in such cases tender cost of Rs.1000/- should be sent along with the Earnest Money.

Eligible agencies may apply to the Director General, Pushpa Gujral Science City, SCO 60-61, 3<sup>rd</sup> Floor, Sector 34-A, Chandigarh by 3.00 PM on or before **05.12.2011**.

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.

## **SCHEDULE**

1. Date of issue of Tender Document : 15.11.2011
2. Last date of receipt of Tender Document : 05.12.2011 upto 3.00 PM
3. Date of Opening of the Tender Document : 05.12.2011 at 3.30 PM
4. Place of Opening of the Tender Document : Pushpa Gujral Science City, SCO 60-61, 3<sup>rd</sup> Floor, Sector 34-A, Chandigarh
5. Submission of Tender Document to : Administrative Officer, Pushpa Gujral Science City, SCO 60-61, 3<sup>rd</sup> Floor, Sector 34-A, Chandigarh  
Ph: 0172-5077073, 2603183  
Fax: 0172-2612914
6. Validity of Tender : 4 (Four) Months from 05.12.2011
7. Cost of Tender Document : Rs. 1000/- (Rs. One Thousand Only) (Non-Refundable) through cash / Demand Draft in favour of "Pushpa Gujral Science City" payable at "Chandigarh". If downloaded from the website, separate DD for Rs. 1000/- to be enclosed with Earnest Money.
8. Earnest Money Deposit (EMD) : Rs. 25000/- (Rs. Twenty Five Thousand Only) through Demand Draft in favour of "Pushpa Gujral Science City" payable at "Kapurthala".
9. Contract Period : Initially for a period of one year, extendable by mutual consent & satisfactory performance of the services.

**TENDER DOCUMENT FOR PROVIDING  
HORTICULTURE & LANDSCAPING SERVICES IN  
PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA**

**A. ELIGIBILITY CONDITIONS**

1. Only those Government Undertakings, Ex-Servicemen Co-operative Societies or registered contractors, who possess valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and have successfully carried similar jobs with minimum consolidated turnover of **Rs. 2.5 Crores** during the last 3 financial years, ending 31.03.2011 are eligible to apply. (Copies of contractor's registration certificate with competent authority for providing such services and copies of Balance Sheets certified by the Chartered Accountant (CA) for the last 3 years to be attached).
2. The Tenderer should have PAN/TAN number, Sale Tax / Service Tax No. / License from Labour Department/EPF/ESI A/c. No. etc. (copies of documents should be attached).
3. 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).
4. The Tenderer shall have well-established office in the region preferably in Punjab or Chandigarh.

**B. EARNEST MONEY DEPOSIT**

1. An Earnest Money Deposit of **Rs. 25000/-** (Rupees Twenty Five Thousand Only) in the form of Demand Draft drawn in favour of 'Director General, PGSC' payable at 'Chandigarh' should be submitted along with the Tender. Tender without Earnest Money will not be considered and rejected out rightly.
2. The Earnest Money Deposit of unsuccessful Tenderers will be returned after finalization of the contract. No interest shall be paid on the E.M.D.

**C. SECURITY DEPOSIT**

1. The Agency / Contractor would be required to execute Performance Bank Guarantee / DD against Security Deposit of **Rs. 50,000/-** (Fifty Thousand only) from the date of work order and shall be up to sixty (60) days after the completion of the Contract period to be submitted before the first month service bill. Security Deposit amount will not bear any interest.

2. 100 % payment for the 1<sup>st</sup> Month will be reimbursed on submission of an unconditional Bank Guarantee / DD towards Security Deposit and compliance of other statutory provisions viz. EPF, ESI, payment of wages etc.
3. The EMD of successful tenderer will be adjusted towards the security deposit, which is refundable / adjustable as per terms of tender without interest.
4. The Security Deposit (only Principal amount) will be refunded on the completion of the contract without any interest payable on it.

#### **D. SUBMISSION OF TENDERS**

1. Tenders will be received by the Administrative Officer, Pushpa Gujral Science City, SCO 60-61, 3<sup>rd</sup> Floor, Chandigarh on or before 05.12.2011 **up to 3.00 p.m.**
2. **Tenders shall have to be submitted in prescribed form as per tender document in three separate parts viz. (1) EMD; (2) Technical Bid and (3) Financial Bid separately and all the three sealed envelopes be put in a bigger one envelope superscribed as "Tender for Horticulture & Landscaping Services for PGSC Kapurthala". Financial bids of the agencies will be opened after evaluation of the Technical Bids by a Tender Evaluation Committee and only if EMD of the respective agencies is found in order.**

**If tender document is downloaded from the website, separate DD for Rs.1000/- for Tender Document Fee be attached along with the EMD payment.**

3. The tenders shall have to be submitted by due date at Pushpa Gujral Science City, SCO 60-61, 3<sup>rd</sup> Floor, Sector 34-A, Chandigarh
4. Tenders will be opened at 3.30 p.m. on 05.12.2011 in the presence of Tenderers, if any.
5. The right of rejection of any tender, without assigning any reason whatsoever, is reserved with the Director General, PGSC.
6. Any enquiry after submission of tender will not be entertained. Before submitting the tender, the Tenderer must ensure that they satisfy all the eligibility conditions to avoid rejection of their tender.
7. The Agency submitting the Tender would be presumed to have considered and accepted all the terms & conditions of the tender. No enquiry, whatsoever, verbal or written, shall be entertained in respect of acceptance and or rejection of tender.
8. **Tenderers are advised to carry out survey of the Pushpa Gujral Science City (PGSC), Kapurthala before quoting so as to fully acquaint themselves of the conditions on ground and PGSC's requirements. Tenderers are advised to visit the Science City Complex on Jalandhar-Kapurthala Road**

**by fixing an appointment with its Director on telephone No. 01822-501963-64 and make their own assessment for providing better services in respect of Horticulture & Landscaping Services.**

9. If any loss occurs to official property of PGSC due to negligence of the persons deployed by the Agency, the same will be made up from the Contracting Agency.
10. 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.
11. 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.
12. The Agency shall be fully responsible for providing the Horticulture & Landscaping Services to the PGSC and the agency or the personnel deployed by the agency shall work under overall supervision and direction of the Director / Management of the Science City. The agency shall follow instructions from the Director or any such Officer so authorized by him to carry out for the purpose of the Horticulture & Landscaping Services of the PGSC.

**E. SCOPE OF WORK OF HORTICULTURE & LANDSCAPING SERVICES**

Proper maintenance and development of complete Plantation work (Trees, Shrubs, Hedge, Ground covers), grass of quality hybrid selection No. 1, nursery, flower pots of all sizes including plantation, development and maintenance of flower beds in Science City Campus as per requirements of PGSC.

**Note: Power Grass Cutting Machines, spades, manures, plants etc. will be provided by the Science City as per requirement.**

**Estimated MANPOWER REQUIREMENT shall be as under:**

Supervisor	01
Malis	25
<b>Total</b>	<b>26</b>

Manpower actually employed can vary as agreed mutually by both the parties.

**F. GENERAL CONTIONDS**

1. Personnel provided by the Contractor should be smart intelligent and with good bearings and the responsibility of the discipline will be that of the Contractor.
2. All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor

and made available to PGSC. No criminal case be pending against any of the persons employed by the Contractor.

3. The employees engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The Agency will be responsible for the payment of wages at Minimum Wages as prescribed.
4. **Only well able bodied, physically fit, well trained, disciplined and honest persons not below the age of 18 years and above 55 years shall be deployed by the contracting agency for performing the horticulture duties in the Science City.**
5. The manpower supplied by the Contractor may be screened by the Science City. The staff employed by the Contractor while working on the Campus will always wear identity cards issued by the Agency / Contractor for verification.
6. The PGSC shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Contractor immediately.
7. Agency shall provide weekly holidays, National Holidays and leave with wages and other benefits as per Shops and Commercial Establishment Act.
8. Curriculum Vitae, police verification etc. of the Horticulture staff will be provided to the PGSC by the agency.
9. The personnel provided by the Contractor should be fit and suitable for the job and should not have any communicable or infectious disease. A certificate in this regard, atleast from a Registered MBBS doctor, will have to be submitted by the Contractor on joining of the individual worker.
10. In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
11. The Agency will provide a valid proof of payments like EPF, ESI, S. Tax etc. to the PGSC, which will be charged from PGSC as a value of contract, relating to preceding month, with the bill of subsequent month, failing which PGSC will make the payment to the concerned authority after deducting the amount from the bill of the Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.
12. The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.

**G. PERFORMANCE MONITORING:**

1. The Senior Officer of the agency should visit regularly at least once a week and check the staff and monitor their performance.
2. A representative of the agency will report at least once in a week for co-ordination with the concerned officer of the PGSC. The supervisor deployed by the Contractor is supposed to be present on the PGSC campus during working hours. He will give daily progress report of horticulture staff to the Director or his authorized nominee.
3. The Director or his nominee shall be at liberty to check any time the deployment of person by the Contractor and in case of default, the Director shall deduct the wages of absentee personnel from monthly payment due to the Contractor and impose penalty as deemed fit by him. The penalty can be upto Rs.500/- per day per absentee. The decision of the Director shall be final in this regard.

**H. MODE OF PAYMENT**

Mode of payment will be monthly and would be reimbursed to the contracting agency by 10<sup>th</sup> of succeeding month on submission of the bill for the past month. The payment will be made by Account Payee Cheque / DD after deducting the statutory payments of TDS. However, it is the responsibility of the Agency to produce previous months ESI, PF contribution receipts and payments as per minimum wages to the satisfaction of the PGSC as per Clause F-11 General Conditions above.

**I. DURATION OF CONTRACT**

The duration of the contract will be, initially, for a period of One (01) year, which can be extended on year to year basis by mutual consent and satisfactory performance of the services.

**J. TERMINATION OF CONTRACT**

1. The Contracting Agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately at the instance of the PGSC and the security deposit shall stand forfeited and shall not be refunded.
2. However, if Contracting Agency would like to discontinue, a notice of 3 months is required to enable the PGSC to make alternative arrangements.

**K. LEGAL JURISDICTION**

All disputes shall be subject to Kapurthala Court's jurisdiction.

**L. ARBITRATION**

All disputes and differences arising out concerning these services shall be referred to the sole Arbitrator appointed for the purpose by the Director General, PGSC. The decision of the Arbitrator shall be final and shall be binding on both the parties.

**M. EXECUTION OF AGREEMENT**

Specimen of the Contract Agreement to be executed between two parties is enclosed as **Appendix A.**

**N. FINANCIAL BID**

Financial bid shall be based on the percentage position on the minimum wages. It shall include all expenditure / allowances on account of uniform, washing allowance etc. as indicated in the following format: F-1.

**O. START OF CONTRACT**

The date of Start of Contract will be mutually decided. The date of Start for Horticulture Services could vary depending upon the expiry dates of the present contracts / notice period etc.

## FINANCIAL BID (Horticulture & Landscaping Services)

### 1. Name. Address & Contact No. of the Agency:

Bidder shall furnish the following remuneration and other amount to be paid to each employee appointed on contract basis (per month).

PARTICULARS	Supervisor (Amount in Rs.)	Malis (Amount in Rs.)
1. Minimum wages (As per DC approved Rates)	(Presently Rs. 5017/-)	(Presently Rs. 3842/-)
2. EPF: Employer's Contribution @ ____%		
3. ESI (Employer's contribution] @ ____%		
4. Any other Statutory Obligations to be paid by PGSC (Please specify, if any)		
5. Contractor's Administrative Charges		
6. Taxes, if any		
<b>Total for one person (per month)</b>		
<b>Total Cost of the Package for 1 Supervisor and 25 Malis (per month)</b>		

The above quoted prices will be NET PAYABLE. No other charges other than indicated above will be paid by PGSC during the contract period, unless there is any notification from the Govt. side

I certify that all the terms and conditions indicated in the tender documents are acceptable to us.

Signature of the Authorised Person of the Concern

Full Name: \_\_\_\_\_

Designation \_\_\_\_\_

Company SEAL \_\_\_\_\_

Date:

Place:

**Note: 1)** PGSC reserves the right to omit altogether or add any item or condition at the time of signing the agreement to do the job and the Agency shall not be entitled for any compensation due to the omission.

2) Any other item required to do the job shall be deemed to have been included. Nothing extra will be payable.

## CHECK LIST

	<b>Items</b>	<b>Clause No.</b>	<b>Check List</b>
	<b>ENVELOPE – I - EMD</b>		
1.	Draft of Earnest Money amounting to Rs. 25000/- for Tender Fee	<b>B-1</b>	
2.	Draft of Tender Fee of Rs.1000/- if Tender Document downloaded from website	<b>D-2</b>	
	<b>ENVELOPE – II – TECHNICAL BID</b>		
1.	Copies of Audit /Balance Sheets certified by the C.A. for the last 3 years	<b>A-1</b>	
2.	Copy of License from Labour Department	<b>A-2</b>	
3.	EPF Account Number	<b>A-2</b>	
4.	ESI Account Number	<b>A-2</b>	
5.	Affidavit from Tenderer having not been black listed	<b>A-3</b>	
6.	Address and Phone Nos. etc. of well established office	<b>A-4</b>	
7.	Signed and Stamped Tender Document	<b>1-11</b>	
	<b>ENVELOPE – III – FINANCIAL BID</b>		
1.	Financial Bid for Horticulture & Landscaping Services should be submitted in the prescribed <b>Form F-1</b>	<b>N</b>	

## Appendix 'A'

### AGREEMENT

This agreement is entered into at Kapurthala Office on ..... day of .....2011 between Pushpa Gujral Science City (PGSC), Kapurthala referred to as Society on the one part and M/s \_\_\_\_\_ through its Director \_\_\_\_\_ with registered office at \_\_\_\_\_ (hereinafter referred to as 'Contractor' which expression shall unless repugnant to the context shall include its partners their respective heirs, successors, legal representatives and assignees) of the part:

2. Whereas PGSC requires the services of persons/firm having experience in the trade of supplying manpower for Horticulture & Landscaping Services from time to time requirements, the contractor has offered to supply such personnel vide its bid and PGSC Tender. The contractor's bid has been found to be in order and has been accordingly accepted by PGSC.

3.1 Now, therefore, after considering the offer of the above mentioned Agency the PGSC hereby accepts the rates and assigns the contract to M/s \_\_\_\_\_ @ of the existing wages fixed for category of the posts mentioned as under:

- (i) Horticulture Supervisor Rs. \_\_\_\_\_ per month
- (ii) Malis Rs. \_\_\_\_\_ per month

3.2 The above rates are based on existing minimum wages approved by the DC.

3.3 The above rates are for 8 working hours daily duty and 6 days a week.

3.4 National Holidays (3 Nos) and Festival Holidays (3 Nos) shall be observed as per PGSC schedule.

3.5 Leave shall be given as per Shop & Establishment Act.

#### 4. SCOPE OF WORK OF HORTICULTURE & LANDSCAPING SERVICES

Proper maintenance and development of complete Plantation work (Trees, Shrubs, Hedge, Ground covers), grass of quality hybrid selection No. 1, nursery, flower pots of all sizes including plantation, development and maintenance of flower beds in Science City Campus as per requirements of PGSC authorities.

**Note: Power Grass Cutting Machines, spades, manures, plants etc. will be provided by the Science City as per requirement.**

**Estimated MANPOWER REQUIREMENT for Horticulture & Landscaping Services shall be as under:**

Supervisor	01
Malis	25
<b>Total</b>	<b>26</b>

Manpower actually employed can vary as agreed mutually by both the parties.

#### 5. NAME OF CONTRACT

Providing Manpower to PGSC for Horticulture & Landscaping Services.

## **6. PERIOD OF CONTRACT**

The Contract shall be for a period of one year from \_\_\_\_\_ to \_\_\_\_\_. However, the contract can be extended further by mutual consent on year to year basis subject to satisfactory performance of duties as detailed in the contract and proper fulfillment of all terms and conditions of the agreement by the contractor concerned as may be deemed fit by the competent authority of PGSC.

## **7. GENERAL TERMS AND CONDITIONS.**

- 7.1 Personnel provided by the Contractor should be smart intelligent and with good bearings and the responsibility of the discipline will be that of the Contractor.
- 7.2 All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor and made available to PGSC. No criminal case be pending against any of the persons employed by the Contractor.
- 7.3 The employees engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The Agency will be responsible for the payment of wages at Minimum Wages as prescribed.
- 7.4 Only well able bodied, physically fit, well trained, disciplined and honest person not below the age of 18 years and above 55 years shall be deployed by the contracting agency for performing the horticulture duties in the Science City.
- 7.5 The manpower supplied by the Contractor may be screened by the Science City. The staff employed by the Contractor while working on the Campus will always wear identity cards issued by the Agency / Contractor for verification.
- 7.6 The PGSC shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Contractor immediately.
- 7.7 Agency shall provide weekly holidays, National Holidays and leave with wages and other benefits as per Shops and Commercial Establishment Act.
- 7.8 Curriculum Vitae of persons, police verification etc. will be provided to the PGSC by the Agency.
- 7.9 The personnel provided by the Contractor should be fit and suitable for the job and should not have any communicable or infectious disease. A certificate in this regard, atleast from a Registered MBBS doctor, will have to be submitted by the Contractor on joining of the individual worker.
- 7.10 In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
- 7.11 The Agency will provide a valid proof of payments like EPF, ESI, S. Tax etc. to the PGSC, which will be charged from PGSC as a value of contract, relating to

preceding month, with the bill of subsequent month, failing which PGSC will make the payment to the concerned authority after deducting the amount from the bill of the Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.

- 7.12 The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
- 7.13 The qualifications and experience of the Supervisory Staff horticulture services must be provided to PGSC by the Contractor.

**All other terms and conditions already incorporated in the tender documents will continue to be binding on the contractor as under:**

## **8. SECURITY DEPOSIT**

- 8.1 The Agency / Contractor should execute Performance bank Guarantee / DD against Security Deposit of Rs.50,000/- (Rs. Fifty Thousand only) from the date for work order and shall be up to sixty (60) days after the completion of the Contract period to be submitted before the first month service bill. DD amount will not bear any interest.
- 8.2 100 % payment for the 1<sup>st</sup> Month will be made on submission of an unconditional Bank Guarantee / DD towards Security Deposit or Rs.50000/- and compliance of other statutory provisions viz. EPF, ESI, payment of wages etc. The claim period for the Performance Bank Guarantee.
- 8.3 The EMD of Contractor will be adjusted towards the security deposit, which is refundable / adjustable as per terms of tender without interest.
- 8.4 The Security Deposit (only Principal amount) will be refunded on the completion of the contract without any interest payable on it.
- 8.5 The Supervisor deployed by the Contractor are supposed to be present on the PGSC campus during working hours. Supervisor will give daily progress report to the Director, PGSC or his authorized nominee.
- 8.6 The PGSC shall have the right to replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the contractor immediately, subject to fulfillment of the other requirements.
- 8.7 The tenderer shall devise methods for the beautification of the Campus in consultation with the concerned authorities to be designated by the Director, PGSC.
- 8.8 The weekly targets will be assigned to the Contractor by the Director, PGSC or his nominee and payment of the preferred bills shall be released on monthly basis after fulfillment of the targets to the satisfaction of the concerned authorities.

- 8.9 The Manpower to be provided by the Contractor / Agency should be physically fit for performing manual duties and shall not be below 18 years and not above 55 years of age.
- 8.10 All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor and a copy be made available to PGSC. No criminal case should be pending against any of the persons employed by the Contractor
- 8.11 The details of the persons deployed by the contractor with name, bio-data and copies of the character antecedents verification and recent photographs of all the persons shall be supplied to the PGSC office for record . The Contractor will be deemed to have started the work only after submission of these documents.
- 8.12 The Contractor shall be liable for full fidelity of the personnel to be provided and in case any pilferage/ damage/ theft/shortage is caused to the trees/plants or other property of the Science City due to the carelessness of the persons deployed by the contractor, the value as assessed by the Director, PGSC shall be recovered from the payment due to the Contractor under the contract. If some amount is still found recoverable, the contractor shall deposit the same within 15 days on service of notice by the Science City.
- 8.13 The Contractor will provide manpower for 8 hours a day and 7 days a week.
- 8.14 The Contractor must ensure the payment to its manpower supplied to PGSC by 7<sup>th</sup> of each month. The payment must be made in the presence of Manager (E&CS), PGSC or the officer authorized by Director, PGSC.
- 8.15 The Contractor shall be reimbursed monthly bills to be submitted by him by 2<sup>nd</sup> of each month at the settled rates and payment will be released to the Contractor by PGSC by 10<sup>th</sup> of each month.
- 8.16 The tenderer shall not pay to the persons engaged by him less than the minimum wages as approved under minimum wages act.
- 8.17 The PGSC will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the contractor and challan/ receipts must be enclosed with the monthly bill. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the contractor along with the bill. The EPF, ESI etc will be deposited by the contractor in separate challan in respect of the manpower employed by him. The certified copy of challans must be submitted next month along with the bill. PGSC will make the payment to the concerned authority after deducting the amount from the bill of the Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.

- 8.18 The watch and ward of planted trees/shrubs etc will also be the Contractor's responsibilities.
- 8.19 Income Tax, Service Tax and other taxes will be applicable as per Govt. Instructions from time to time.
- 8.20 The Contractor must ensure the payment to its manpower supplied to PGSC by 10<sup>th</sup> of each month. The payment must be made in the presence of Manager (E&CS), PGSC or the officer authorized by Director, PGSC.

**9. TERMINATION OF CONTRACT**

The contract shall be deemed to end in any of the following contingencies:

- 9.1 On the expiry of the contract period  
Or
- 9.2 A notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.  
Or
- 9.3 For committing breach of any of the terms and conditions of the contract by the contractor.  
Or
- 9.4 on assigning the contract or any part thereof for any benefit or interest therein or there under by the contractor to any third person  
Or
- 9.5 For sub-letting the whole or a part of the contract to any third person.  
Or
- 9.6 On contractor being declared insolvent by competent Court of Law.
- 9.7 During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to the PGSC.
- 9.8 In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne on such terms and conditions, as the PGSC may further think proper in public interests or revoke the contract by the following, namely:
  - 9.8.1 Legal heirs in case of sole proprietor
  - 9.8.2 The next partners in the case of company or firm.

PGSC shall reserve the right to settle the matter accordingly to the circumstances of the case as it may think proper.
- 9.9 No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

9.10 **Arbitration** : In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be referred to arbitration to be approved by Director General, PGSC. The award of such Arbitrator shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 shall apply to arbitration proceedings.

9.11 **Jurisdiction of the Court:** The courts at Kapurthala only shall have the jurisdiction for the purpose of this agreement.

**In witness whereof, the parties have hereto respectively subscribed their names at the places and on the dates herein after in each specification.**

For M/s \_\_\_\_\_  
(CONTRACTOR)

In the presence  
WITNESSES

Signature

1. Name

Residence  
(Occupation)

2. Name

Signature

Residence  
(Occupation)

Director  
Pushpa Gujral Science City

In the presence of WITNESSES

WITNESSES

1. Name

Residence  
(Occupation)

2. Name

Residence  
(Occupation)