



# PUSHPA GUJRAL SCIENCE CITY Jalandhar – Kapurthala Road, Kapurthala, Punjab

Tender Notice: PGSC/Admin/ Capsule Simulator /2023/8

# NOTICE INVITING e-TENDER (Under Two Bid System)

For

Supply, Installation, Integration, Testing and Commissioning of Integrated 3 DOF or higher Capsule Simulator having seating capacity of minimum 30 persons with hardware and software packages, interfaces, tools and/ or drivers providing operational training, offering onsite comprehensive warranty of one year and post warranty non comprehensive maintenance for 5 (five) years including unlimited period licence of 4(four) selected educational 4k ride films with motion programming.

At

# Pushpa Gujral Science City,

Jalandhar - Kapurthala Road Kapurthala, Punjab, India

# **Pushpa Gujral Science City**

Jalandhar – Kapurthala Road, Kapurthala

# **TABLE OF CONTENTS**

S.No.	Particulars	Page
1.	Introduction	3
2.	Tender Notice	4
3.	Particulars of Tender	5-6
4.	General Information & Instructions	7-8

## **ANNEXURES**

1.	Instructions for Online Bid Submission	9-11
2.	Techno Commercial Bid	12-14
3.	General terms & conditions	15
4.	Eligibility Conditions	16-19
5.	Evaluation/ Selection Criteria	20-22
6.	Payment & General Terms	23-28
7.	Scope of Work	29-31
8.	Technical Specifications	32-35
9.	Technical Compliance Sheet	36-37
10.	Past Experience Sheet with documentary proofs	38
11.	Annual Turnover with documentary proofs	39
12.	Format for Undertaking of Original System Integrator	40
13.	Format for Declarations	41-42
14.	Financial Bid	43-45
15.	Format for Agreement	46-48
16.	Format for Bank Guarantee	49
17.	Joint Undertaking for seamless O&M Services	50
18.	Drawing of the Structure to house simulator	51
19.	Checklist	52-53

#### 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.

This is a Tender document for Supply, Installation, Integration, Testing and Commissioning of Integrated 3 DOF or higher Capsule Simulator having seating capacity of minimum 30 persons with hardware and software packages, interfaces, tools and/ or drivers providing operational training, offering onsite comprehensive warranty of one year and post warranty non comprehensive maintenance for 5 (five) years including unlimited period licence of 4(four) selected educational 4k ride films with motion programming at Pushpa Gujral Science City, Kapurthala.

#### **TENDER NOTICE**

#### **PUSHPA GUJRAL SCIENCE CITY**

Jalandhar-Kapurthala Road, Kapurthala Telephone: 01822 501963 / 64

On-line Digitally signed open e-tenders are invited in two Bid System from the manufacturers or their authorized registered Indian agents for Supply, Installation, Integration, Testing and Commissioning of Integrated 3 DOF or higher Capsule Simulator having seating capacity of minimum 30 persons with hardware and software packages, interfaces, tools and/ or drivers providing operational training, offering onsite comprehensive warranty of one year and post warranty non comprehensive maintenance for 5 (five) years including unlimited period licence of 4(four) selected educational 4k ride films with motion programming at Pushpa Gujral Science City, Kapurthala...

Interested tenderers can submit online bids through <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> by 27.12.2023 (1500 Hrs). For further details, please visit website <a href="https://eproc.punjab.gov.in">www.pgsciencecity.org</a>

#### Note:

- Corrigendum and Addendum, if any will be published online at <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>
- 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**

<ol> <li>Estimated Cost</li> <li>Delivery Period</li> <li>Four(4) months from the date of award of work</li> <li>Tender Fee</li> <li>INR. 5000/- (Rs. Five Thousand only)</li> <li>Earnest Money Deposit</li> <li>INR.6,50,000 (Rupees Six Lakh Fifty thousand Only)</li> <li>In lieu of online EMD payment, Bank Guarantee equivalent amount of EMD valid for a period of 25 days is acceptable.</li> </ol>
<ol> <li>Tender Fee INR. 5000/- (Rs. Five Thousand only)</li> <li>Earnest Money Deposit INR.6,50,000 (Rupees Six Lakh Fifty thousand Only)         In lieu of online EMD payment, Bank Guarantee equivalent amount of EMD valid for a period of 25     </li> </ol>
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In lieu of online EMD payment, Bank Guarantee equivalent amount of EMD valid for a period of 25
5. Validity of Tender 6 (Six) Months from Last date of submission of Tende
6. Bid Document Published 05.12.2023 Date
7. Bid Document Download 05.12.2023, 09.00 am Start Date
8. Bid Document Download 27.12.2023, 03.00 pm End Date
9. Pre-Bid Clarification Start 05.12.2023, 09.00 am  Date
10. Last date of submission of Pre-Bid Queries or clarifications  14.12.2023, 3.00 pm IST only at the following emotion id: sciencecity@hotmail.com. The bidder who we submit the pre-bid clarification(s) through email we be invited to attend the pre-bid online meeting should send their email address.
11. Pre Bid Clarification End As mentioned above at S. No 10 Date
12. Pre-Bid meeting Date and Place 15.12.2023 at 11:30 am IST (Will be conducted in Hylmode i.e. physically at PGSC, Kapurthala & online zoom portal, zoom link will be shared with interested bidders as mentioned above at Sr. 10.
13. Bid Submission Start Date 18.12.2023, 09.00 am
14. Bid Submission End Date 27.12.2023 at 03.00 pm IST
15. Technical Bid Opening Date 02.01.2024 at 10.00 am
16. Date & Place of To be notified later on the official email id of bidders  Technical Presentation

17.	Financial Bid Opening Date	To be notified to technically qualified bidders later
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#### 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. 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.
- 4. PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.
- 5. If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day.
- 6. 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.
- 7. Visit of the PGSC, Kapurthala: Bidders are advised to visit the site at PGSC, Kapurthala, to ascertain and fully understand the nature and quantum of work before tendering. In case, the representative of the bidder is unable to attend the pre-bid meeting, the queries may be submitted through email at <a href="mailto:sciencecity@hotmail.com">sciencecity@hotmail.com</a> before last date of submission of queries. However, lack of knowledge of site conditions cannot be considered as an excuse for mistake/misrepresentation in the bid.
- 8. Details of submission of tender, etc. are indicated in the e-tender document.
- 9. The online bid, both Technical Bid and Financial bid should be uploaded by the due date and time as per the above schedule. The responsibility to ensure the same lies with the bidders.
- 10. PGSC reserves the right to amend/withdraw any of the terms and conditions in the tender Document or to reject any or all tenders without giving any notice or assigning any reason. PGSC also reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever.

Place: PGSC, Kapurthala (Administrative Officer)

PUSHPA GUJRAL SCIENCE CITY

#### **General Information and Instructions**

- 1. The instructions given herein will be strictly binding on the bidders and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the bidder are liable for rejection.
- 2. Bids shall be submitted online only at <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>, Manual bids shall not be accepted.
- 3. The instructions given in "Annexure-A" for "Instruction for Online Bid Submission" should be strictly followed during submission of the Bid.
- 4. The bid documents should be uploaded as per duly filled checklist given in Annexure M.
- 5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 6. **Rejection of Bids:** Canvassing by the Bidder(s) in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instructions will disqualify the Bid.
- 7. The Bidders should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e-tender.
- 8. The Bidders shall fill up the Prescribed Format for submission of **Technical Bid as per "Annexure-B"** format duly signed by the authorized signatory. The person signing the tender document should be authorised for submitting the online e-tender.
- 9. The Financial Bid shall be filled in and signed by the authorized signatory online as per proforma "Annexure-H" available at Public Procurement Portal e-tender system website <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>. Offline Financial Bid shall not be accepted.
- 10. Tender must be uploaded as **Technical Bid** and **Financial Bid/BOQ**). The contents all be as follows:-

#### A. Technical Bid

- i. "Technical Bid" (as per **Annexure-B** format) duly filled in and signed & stamped.
- ii. All relevant documents related to "Technical Bid" as per "Annexure-B"
- iii. The scanned copy of "General Terms & Conditions" duly signed by the Authorized Signatory with official stamp as a token of acceptance of the bidders.
- iv. The scanned copy of **"Technical specifications and Scope of Work"** duly signed by the Authorized Signatory with official stamp as a token of acceptance of the bidders.
- v. "**Technical Compliance Table**" (as per **Annexure-C** format) duly filled in and digitally signed with official stamp.
- vi. **Past Experience details** as per **Annexure-D** along with documentary proofs (Work Completion Certificates).
- vii. Annual Turnover details as per Annexure-E along with documentary proofs (CA attested Balance Sheets).
- viii. Prescribed Undertaking by the "Original System Integrator" as per "Annexure-F"

- format, if applicable, duly signed by the Authorized Signatory with office stamp.
- ix. Prescribed **Declarations** by bidder as per **"Annexure-G"** format duly signed by the Authorized Signatory with office stamp.
- x. The **Technical Brochures** of each equipment with technical explanation for every feature of the product offered by the bidders.
- xi. Name, Address, Name of the contact person and his/her mobile number etc.

#### B. Financial Bid / BoQ

The "Financial Bid (BOQ)" (as per Annexure-H format).

- 11. The format of Agreement is provided at Annexure-I.
- 12. The format of Bank Guarantee as per Annexure-J
- 13. Joint Undertaking by OEM & Authorized Agent as per Annexure-K, if applicable
- 14. The Technical Bid shall be opened by the PGSC, Kapurthala at the first instance and evaluated by the competent authority. At the second stage, the Financial Bid of only techno-commercially acceptable offers shall be opened for further evaluation and ranking before awarding the contract.

#### 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

#### I) **REGISTRATION**

- 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.

#### II) 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.

#### III) 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. 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.

#### IV) 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.

#### V) 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 / 0120 4001 002 / 0120-4001 005).

# **TECHNICAL BID**

# Note: ALL PARTICULARS / INFORMATIONS SHOULD BE GIVEN IN THE FOLLOWING FORMAT WITH COMPLETE DETAILS.

I.	Name of the Bidder	:	
II.	Mailing address of the Bidder with PIN/ZIP Code	:	
III.	Contact details	:	
	Telephone numbers(s)	:	
	Mobile	:	
	Fax number(s)	:	
	E-mail address	:	
	Website	:	
IV.	a. Background details of the Bidder (State	:	
	whether original manufacturer / authorized		
	Registered Indian Agent of the manufacturer).		
	b. In case of authorized Registered Indian Agent	:	
	of OEM, submit duly signed authorization		
	letter/agreement with the manufacturer		
V.	Name and Address of the Vendor to whom	:	
	the order will be placed (PGSC would like to procure the entire system from a single		
	source)		
VI.	Whether capable to supply and install the	:	
	Capsule Ride Simulator as per minimum		
	requirement/and Technical Specification given in scope of work section.		
	(Please mention "YES" or "NO")		
VII.	a) If it is mentioned "NO" above, submit detailed	:	
	deviation to be made from enclosed		
	Technical Specification.(Attach extra sheet, if required)		
	b) If it is mentioned "YES" above, submit the	:	
	detailed specifications of the offered product		
	including copies of Product brochure		

VIII.	Whether agreed to offer one year comprehensive On-Site warranty for the integrated Capsule Simulator System.	:	
IX.	Mention recommended sitting arrangement inside the Capsule. (Submit detailed design and drawing of sitting layout)	:	
Χ.	Minimum down time to handle breakdown calls and/or any sort of emergencies.	:	
XI.	Single point contact details for all post- installations service related issues with hierarchy levels (if any)	:	
XII.	(i) Whether agreed to accept non- comprehensive AMC for 5 years after the warranty period is over (State "YES" or "NO")	:	
	(ii) If the answer above is "Yes", provide detailed address and set up link from where support for maintenance during post warranty shall be offered by the firm at Kapurthala, Punjab	••	
XIII.	Shelf-life time of the Capsule Ride Simulator (i.e. up to which period technical support as well as spare parts including consumables shall be available with the firm).	:	
XIV.	Submit technical brochures indicating the detailed technical specifications of the system as given in the table below:	:	Detailed Information to be submitted by the Bidders as per following table

# **DETAILS OF INFORMATION REQUIRED**

1.	Detailed specifications for materials used for construction of capsule simulator.	1 Set
2.	Details of motion base, hydraulic system and type of oil used and its sources in	1 Set
	India	
3.	Details of display screen	1 Set
4.	Show control system details	1 Set
5.	Networking and data cabling schematic layout	1 Set
6.	5.1 surround sound system details including product catalogues, location of speakers etc	1 Set
7.	Details of heavy duty Air conditioning System to be installed inside the Capsule	1 Set
	including technical specification, product catalogue etc.	
8.	Seating layout	1 Set
9.	Indicative list of documents/manuals/drawings that shall be provided to PGSC	
	while handing over. Suggested training scheme, topics may also be included in	
	this set.	

10	Timeline for execution of the entire work from the date of placement of orderindicating therein parallel activities and critical path to establish completion	1 Set
	of the entire work within the stipulated time schedule	
11	List of minimum 15 theme based 4 K Ride Films with motion programming (both in house and distributors) available with the bidder. Incorporation of engaging and informative films aiming to enhance the overall educational value and public awareness on Science and Technology may be considered	1 Set
12	List of spares that shall be supplied by the agency along with the capsule simulator for providing one year's warranty period and five years of postwarranty maintenance contract.	1 Set
13	Information/Details regarding any other items not included above may be submitted in this set.	1 Set

Note: Bidders shall provide detailed bill of quantities of each item as mentioned in the above table and proposed for this offer along with schematic system architecture and product catalogues for all hardware items.

I / We hereby declare that the above statements are true. I / We also declare that the decision of PUSHPA GUJRAL SCIENCE CITY regarding selection of eligible firm(s) / type of equipment or system /educational ride films for opening of Financial Bid (Part-II) shall be final and binding on me / us.

Date Official Seal Signature of the Bidder/Constituted Attorney

#### **GENERAL TERMS AND CONDITIONS**

#### 1. **DEFINITIONS**:

In this Contract, the following terms will be interpreted as indicated:

- 1.1 "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 12. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 13. "The Materials/Equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- 14. "The Services" means after sale service ancillary to the supply of the Materials/equipment, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- 15. "GCC" means the General Terms and Conditions of Contract contained in the section.
- 16. "The Purchaser" means the organization purchasing the Materials/equipment.
- 17. **"Bidder"** is a supplier who has registered with the purchaser for supply of materials/equipment.
- 18. "The Supplier" means the firm supplying the Materials / equipment and Services under this Contract.
- 19. "Day" means calendarday.

#### 2. APPLICABILITY:

These General Conditions of contract will apply to the extent that they are not superseded by provisions of salient features of the Bid.

- 21. **STANDARDS:** The Materials/equipment supplied under this Contract will conform to the Standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the Materials / equipment' i.e., BIS, such standards will be the latest. All material will be of the best class and will be capable of satisfactory operation under tropical conditions without distortion or deterioration.
- 22. **INTERCHANGEABILITY:** All similar materials and removable/replaceable parts of similar equipment will be interchangeable with each other. A specific confirmation of this should be furnished in the bid.
- 23. Bidders are required to submit with the tender in Technical Bid, all the documents as per eligibility criterion mentioned in clause 3 along with schematic design, schematic drawings of proposed control room/console, mechanisms with complete technical specifications, procurement strategy, flow chart of the work, fabrication strategy on how the work shall be completed within the stipulated time as per Clause 7 of the General terms and conditions.

- 24. The successful Bidder shall submit the following within 15 (fifteen) days from the date of placement of the work order:
  - 1) Duplicate copy of the work order duly signed and official stamp on all the pages as a token of acceptance of the order.
  - 2) Non-judicial stamp paper of appropriate value for entering into an agreement as per prescribed format.

#### 3. ELIGIBLE BIDDERS:

The minimum eligibility qualifying criteria for bidders is as under:

- 3.1 Limited Company/Corporation/Agency/Consortium/JV etc. are allowed to bid for the work.
- 32. The Bidder–must be an original equipment manufacturer (OEM) of the integrated 3DOF or higher capsule simulator system software or an authorized agent/partner of OEM in India. Bidder/OEM is required to submit duly signed authorization letter/agreement with the authorized agent in this regard. However, if OEM is the bidder and is already having operation based in India, they have the option to apply directly if they comply with the other terms of the tender, without necessitating an authorized agent.
- 33. A joint undertaking should be submitted by the bidder/Original Equipment Manufacturer (OEM) and their Indian authorized agent as per 'Annexure K' agreeing that, in the event of the dissolution or termination of their internal agreement at any stage during the contract period or thereafter, both parties shall remain bound to extend their Operations and Maintenance (O&M) services to Science City.
- 34. The bidder must have completed SITC of minimum one number of 3DOF or higher hydraulic based Platform/Capsule Simulator in India within the last ten years with a minimum seating capacity of 15 (fifteen) and it must be currently functional for the last one year.
- 35. The similar works executed by the bidder/OEM in association with some other OEM's in the past would be considered only upon submission of duly signed authorization letter/agreement, failing which, works that have been done in conjunction or partnership with any other OEM in the past shall not be considered as valid experience. However, such work orders should be issued in the name of the bidder/OEM or authorized agent, with the role clearly defined in the authorization letter/agreement
- 36. The details of qualifying works/projects shall be furnished as per the proforma in **Annexure-D** and if required, the bidder shall also facilitate inspection of the above qualifying project(s) by PGSC's officials to ascertain the performance of the system. The location and seating capacity of each installation may be clearly indicated along with name of the organization, details of the contact person, landline and mobile numbers, email ID etc.
- 3.7. **Documents Required:** The bidder should submit a copy/copies of the work order(s) issued in the name of the agency as well as copies of work completion certificate of the same work, clearly indicating the value of the work of similar nature. If the work order contains several works, only the value of the works of a similar nature shall be considered for work experience. If the value of the works of similar nature is not specifically mentioned in the cost breakup, the work experience against that work order will not be considered as valid.
- 38. Here the similar works shall mean supply, installation, integration, testing & commissioning of integrated 3DOF or higher hydraulic based platform/capsule

- simulator with minimum seating capacity of 15 persons.
- 39. The Bidder/manufacturer must have trained staff in service and maintenance of capsule simulator. The service and support infrastructure available with bidder is required to be provided. Bidder / manufacturer or Authorized agent must attach copy of certificates showing factory trained staff.
- 3.10. **Estimated cost of the project is Rs 1.63 Crore** The bidder should fulfill the following eligibility criteria in addition to eligibility conditions mentioned at point No. 3.4:

One similar work of value not less than Rs 57 Crore (35% of estimated cost) during the last 10 (ten) years from the date of the issue of this E-TENDER.

Or

Two similar works each of value not less than Rs 32.6 Lakh (20% of estimated cost) during the last 10 (ten) years from the date of the issue of this E-TENDER.

Or

Three similar works each of value not less than Rs 24.45 Lakh (15% of estimated cost) during the last 10 (ten) years from the date of the issue of this E-TENDER.

- 3.11. Balance sheet and profit and loss account of the OEM duly certified by the Chartered Accountant for the immediately 5(five) preceding years should be enclosed to assess the financial soundness.
- 3.12. The Average Annual Turnover of the OEM in any three of the last five financial years 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) should be minimum 50% of 1.63 Crore
- 3.13. <u>Documents Required:</u> The duly certified document from Chartered Accountant (Member of ICAI) clearly indicating the Turnover of the last five financial years (2017-18, 2018-19, 2019-20, 2020- 21, 2021-22) in INR should be submitted as per Annexure E. In case of consortium/JV, the average annual turnover of the bidder should be at least 50% of lead partner and should be 100% of sum of all partners of Consortium / JV.

#### Notes:

- PGSC may inspect any of those works at its discretion to verify the credentials of the bidder for the qualifying works/ projects indicated above for which the Bidder shall provide references (including Reference names and contact details) in respect of the projects implemented.
- 2) The bidder should provide documentary proof to clearly substantiate each eligibility criteria, failing which the bid will be summarily rejected.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 4) Notwithstanding anything stated above the purchaser reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser.

- 5) Uploading unnecessary documents may lead to disqualification of bidders.
- 6) All the documents shall be notarized / self-attested

#### 4. **JOINT VENTURES/CONSORTIUM**

- 4.1 In the event that the successful bidder is a consortium/joint venture formed, lead partner/prime contractor in whose name the bid was issued, shall be fully and solely responsible for the performance of contract and all works designed and executed under the contract.
- 42. In the case individual member of Consortium/JV participating in this E-TENDER, proportionate weightage (as per agreement) will be given to the individual member for the past experience of the similar work executed in consortium subject to submission of consortium agreement.
- 43. Bids submitted by a consortium or joint venture of at least two firms including lead partner, all partners shall comply with the following requirements:
  - 4.3.1. The consortium as a whole must be a sound entity technically and 100% financially with the lead partner must be a sound entity financially minimum 50%.
  - 4.3.2. The Consortium as a whole must satisfy the qualification criteria set forth herein. The turnover of the lead partner must satisfy the eligibility criteria of the tender. The bid shall contain a statement of the members of the consortium and shall provide all information necessary to satisfy Client/Employer that the Consortium fulfils the qualifying criteria.
  - 4.3.3. The Bids shall contain original copy of the Memorandum of Understanding (MOU) on Rs.100/- Non-Judicial Stamp paper (or as applicable) between the consortium members clearly identifying the lead partner, scope and responsibility and financial part of each member in the performance of the contract.
  - 4.3.4. The consortium members will obtain approval of the Client for any change in the shareholding structure and scope of work or any other terms of MOU.
  - 4.35. The lead partner of the consortium shall be nominated as being in-charge to represent the Consortium in all dealings with the Client/Employer and for providing any information or clarification sought from the Consortium.
  - 4.3.6. The lead partner of the consortium shall be nominated as being in-charge to represent the Consortium in all dealings with the Client/Employer and for providing any information or clarification sought from the Consortium.
  - 4.3.7. The Bid shall be signed by all the consortium firms by their authorized person. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium and all dealings including billing and payments, shall be done exclusively with the leader of the consortium.
  - 4.3.8. Only firms or joint ventures that have been qualified under this procedure will be eligible to bid for this project.

- 439. All members of the Consortium shall be liable for the execution of the project in accordance with the terms of the MOA and Contract agreement.
- 4.3.10. Any individual bidder or member of a consortium cannot be a member in another consortium and participate in this tender.
- 4.3.11. All correspondence or communications will be done by the Lead partner (or authorized representative of Lead partner) of the consortium.
- 4.3.12. Bidder submitting their bid shall not be under liquidation, court receivership or similar proceeding.

#### Notes:

The bidder has to upload the compliance letter on its letterhead duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.

## 5. EVALUATION / SELECTION CRITERIA

- 5.1. Eligibility Criteria Evaluation: Any shortcoming of the documents may lead to rejection of the bid.
- 52. Technical Presentation Evaluation: The agencies qualifying on the basis of their credentials /evaluation will only be called for Technical Presentations which can be at a very short notice of even three days.
- 53. Financial Evaluation: Only the bidders/firms securing the minimum qualifying marks based on Eligibility Criteria Evaluation and Technical/Presentation Evaluation as described in details below will be eligible for their Financial Bid Opening & Financial Evaluation.

#### 54. Technical Evaluation

- 5.4.1. The Evaluation Committee appointed by the competent authority will carry out its evaluation applying the evaluation criteria specified in the bid document. Evaluation of the application would be done as per the documents submitted. Bidders/agencies who are in the trade and are fulfilling the eligibility criteria would only be called for presentation which can be at a very short notice of even three days.
- 5.4.2. Further, during the technical presentation, the evaluation would be carried out where the technical evaluation would be given up to 100 marks.
- 5.43. Each responsive proposal shall be attributed a technical score. On the basis of the technical assessment, agencies securing minimum 70 marks out of 100 will be shortlisted and the financial bids of only the shortlisted agencies will be opened.
- 5.4.4. The date and time of opening of the financial bids will be intimated to the selected /shortlisted agencies through <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> and email.

#### 5.5. Financial Evaluation Financial Bid:

- 55.1. The Financial Bids of the technically qualified bidders will be opened online through <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>.
- 5.5.2. The lowest financial bid complete in all respects shall be selected for award of contract.
- 55.3. Only fixed price financial bids indicating total price for all the work/services specified in this bid document will be considered.
- 5.5.4. In the event, if the composite bid scores are "tied", the bidder securing the highest technical score will be declared as the Best Value Bidder for award of the work.

#### Note:

Technical Bids will be evaluated on the basis of documents as detailed above & presentations to be made by the eligible agencies before the Constituted Committee. The date and time of the presentations will be conveyed to the eligible agencies.

#### 5.6. Technical Evaluation Marking Scheme

- 5.6.1. The Technical Bids will be evaluated on the basis of the indicated parameters in the table below:
  - Evaluation of bids found eligible as per eligibility criteria would be undertaken by the

Technical Evaluation Committee Constituted by the competent authority as per parameters cited below.

Sr. No.	Parameter	Criteria	M Marks
			100
1	Experience of bidder in the tendered work	Up to 5 Years – 05 Marks  More than 05 years up to 10 years -  10 Marks  More than 10 years – 15 Marks	15
2.	Financial Soundness (average annual turnover during the last five years (2021-2022, 2020-2021, 2019-20, 2018-19 and 2017-18)	<ul> <li>i. For average annual turnover above Rs. 1.00 Crore -10 marks</li> <li>ii. For average turnover in excess of Rs.1.00 Crore @ 1 mark per Rs. 1.00 Crore each (Max. Bonus Marks : 10)</li> </ul>	20
3.	SITC of at least 1 no. of 3DOF or higher hydraulic based Platform/Capsule Simulator in India during last ten years with minimum seating capacity of 15	hydraulic based Platform/Capsule – 10 Marks  ii. For each work of SITC of 3DOF or higher hydraulic based	20
4.	Technical presentation before the Technical Evaluation Committee	<ul> <li>A. Simulator Design, Layout aesthetics, Equipment / Machinery Quality and execution of Capsule Ride Simulator as per scope of work and technical specifications given in the tender document (Max. Marks : 20)</li> <li>B. Technical Manpower for Servicing PAN India: Max. Marks : 10 (1 mark for each Service Engineer/Technician on rolls of the company)</li> <li>C. Seating Capacity of Capsule Ride Simulator :30         <ul> <li>For each additional seating capacity above than 30 @ 2 marks per seating capacity</li> </ul> </li> </ul>	

D. Operation & Maintenance experience of 3DOF or higher hydraulic based platform/capsule simulator  • Minimum 1 project - 3 Marks • 1 mark for each additional project

Note: The marks for the Sr. 1 to 4 will be given on the basis of documentary proofs provided in the Technical Bid.

5.6.2. The bidder will have to enclose a presentation on the proposed solution along with the technical proposal to PGSC. The presentation shall cover the comprehensive details, approach & methodology, Organization structure, Work program, Implementation strategy, offered equipment list, Technical brochures and specification sheet, timeline, rating of films provided etc.

#### 6. PRICE:

- 61. The price and rates indicated shall include all incidental charges like packing, forwarding, freight, insurance, and delivery etc. as may be applicable to this tender for supply, installation, integration, testing, commissioning and training along with one year warranty of integrated functional 3 DOF or higher Capsule Simulator with 4K LED screen including supply and installation of four educational ride film with motion programming with unlimited period licence at the PGSC, Kapurthala, Punjab, India.
- 62. The price should include the cost of providing training for the operation of the system to the representatives of PGSC.
- 63. The selected bidder shall be responsible for proper co-ordination with PGSC and continuous supervision of these works at site to ensure the desired quality of workmanship and use of specified materials and the end result.
- 64. PGSC shall accept offers on Delivery on site basis only. Offer(s) on High Sea Sales or through Bond to Bond transfer shall not be accepted since PGSC desires to acquire Propriety of the goods neither in transit nor in any Bonded Warehouse but after possessing the goods directly in their custody.
- 65. No GST exemption (Form C/E/D) will be issued. Prices and rates quoted shall be firm and fixed for the entire period of execution of the order and no escalation of rates on any ground whatsoever shall be accepted.

#### 7. TIME OF COMPLETION:

- 7.1 Time is the essence of the work. The entire work comprising supply, installation, integration, testing, commissioning and training for the integrated functional 3DOF or higher Capsule Simulators at PGSC shall be completed within **4(four) months** from the date of placement of confirmed order.
- 72. Every effort should be made to complete the entire work by the successful bidder within the specified time. In case the successful bidder fails to comply with the specified time schedule as per the approved bar chart and accepted terms and conditions, and where the progress of work is not found satisfactory, and commensurate with the expected progress as per the bar chart, PUSHPA GUJRAL SCIENCE CITY reserves the right to cancel the order. The decision of PGSC in this regard shall be final and binding on the successful bidder. The successful bidder cannot claim any compensation for such cancellation or determination of contract.

#### 8. INSPECTION:

The successful bidder shall also mandatorily arrange for inspection of the equipment including its accessories at the site and on completion of supply, whenever desired by the authorized officials of PGSC. Any /all defect(s) pointed out to the successful bidder by the competent representative of PGSC during such inspection shall be promptly rectified at the cost (including material cost) of the successful bidder to meet the desired quality, and specification as per requirement of PGSC failing which penal action shall be taken as deemed fit by PGSC. The decision of PGSC in this regard shall be final and binding on the successful bidder.

#### 9. GENERAL TERMS OF PAYMENT

- 9.1. **60% (Sixty percent)** of the total sum of the items quoted on delivery of the entire materials/consignment and submission of bill of quantities.
- 92. **30% (thirty percent)** of the total sum of the items quoted after successful installation and commissioning of the fully integrated Capsule Simulator at site.
- 93. **Balance 10% (Ten percent)** of the total sum of the items quoted on successful operational training and handing over the equipment to our authorized representative and satisfactory running of the integrated Capsule Simulator for a minimum period of 10(ten) consecutive days. Training of PGSC personnel in operation and maintenance of the entire ordered system shall be organized by the successful bidder at every stage of installation.
- 9.4. For non-comprehensive annual maintenance contract for five years(beyond the warranty period of one year), agency should submit list of spares with rates which may be required for maintenance after warranty period of one year and the rates quoted by agency should remain same throughout the contract period. The Payment for these services shall be made annually upon the completion of each non comprehensive maintenance year and this payment schedule shall continue for the entire duration of the contract.
- 95. Taxes and Levies as applicable time to time will be deducted from payments by PGSC.

#### 10. SECURITY DEPOSIT:

- 101. The Security Deposit shall be 5% of the gross value of work ordered. The bidder will be required to submit security deposit in the form of Bank Guarantee valid for a period of contract period i.e. 6 years (1 year warranty and five years of AMC period) within 15 days from the date of award of contract. Earnest Money Deposit (EMD) of successful bidder will be adjusted in the Security Deposit. However, the bidder having deposited EMD in form of bank guarantee will be required to get the same extended for a duration of contract period (6 years).
- 102. The security deposit shall be released after expiry of the contract period (6 years) from the date of satisfactory completion of the installation and commissioning of the system. In case of cancellation of the contract, the Security Deposit submitted by the tenderer in the form of Bank Guarantee shall be revoked and the amount necessary to make up this loss shall be recovered from EMD of the successful bidder under this or any other contract with PGSC.
- 103. In lieu of online EMD payment, Bank Guarantee of equivalent amount of EMD and valid for period of 255 days would be acceptable. While bidding on e-procurement portal, Bidder has to click allow Bank Guarantee option on the Fee page and upload scanned copy of Bank Guarantee issued by Bank in pdf format.
- 104. In case of death of successful bidder, Security Deposit shall be returned /refunded to the legal heir of the successful bidder after adjustment of dues, if any, post the actual completion of the work & upon expiry of the specified contract period.

#### 11. PENALTY CLAUSE

11.1. In case of non-completion of the entire work within the stipulated time, and the delay is not attributable to site requirements, Liquidated Damage (L.D.) @ 0.5% of the tendered value per week shall be recovered from the bill of the successful bidder subject to a maximum of 10% of the tendered value.

#### 12. DELAYS

- 12.1. Within one fortnight of the occurrence of any of the following, which the contractor might regard as impediments in the progress of work, the contractor shall apply in writing to the Director General, PGSC for extension of time, setting out the reasons for delays sought to be condoned
  - 12.1.1. Addition, alteration or substitution ordered in the work, which could have a significant time impact and issued to the contractor under an official change order only.
  - 12.1.2. Act of God or Force Majeure, i.e. a situation arising out of any occurrence totally beyond the control of the contractor such as war, hostilities, revolution, riots, civil commotions, strikes, lockouts, epidemic, explosion, flood, earthquake or because of any law and other proclamation, regulations or ordinance of any government or sub-division thereof or because of any act of God or any other cause beyond the control of the concerned party which could not have been foreseen or avoided by the exercise of due diligence and so it

- becomes impossible to perform,
- 12.13. Forced closure of the works by a general political strike and unrest not related to contractor's labour or personnel.
- 122. The contractor's application for extension of time in any of the above circumstances shall be considered by Director General, PGSC and his decision shall be final and binding.
- 123. The granting of any extension of time shall not entitle the contractor to claim any additional remuneration or consideration whatever for costs incurred as a result of such delays or due to cost escalation.

#### 13. WARRANTY/ DEFECT LIABILITY PERIOD and AMC:

- 13.1 The warranty/Defect Liability period shall be one year from the date of certification of the completion of satisfactory installation and commissioning of the system. The successful bidder shall provide Single Window Onsite Comprehensive Warranty inclusive of preventive maintenance on all the items supplied under the purchase order. The bidder shall be responsible for all defects of the installed equipment, manufacturing or other defects of components, playback and associated software etc. for a period of one years from the date of satisfactory completion of the installation and commissioning of the system. The successful bidder, shall at their own cost, rectify the defects and / or replace the defective parts/equipment, up to the complete satisfaction of the competent authority of the PGSC, Kapurthala within reasonable time. The successful bidder shall maintain an inventory of all necessary components to reduce downtime.
- 132. AMC: The non-comprehensive annual maintenance contract will be for a period of five years after expiry of the warranty period of one year.
- 133. Bidders shall quote for non-comprehensive annual maintenance charges along with applicable taxes for five years, after expiry of warranty period of one year from the date of commissioning and handing over to PGSC on year to year basis. Payment for these services shall be made annually upon the completion of each non comprehensive maintenance year. The tax break- up for all such rates shall be clearly spelt out as on the date of submission of the tender.

#### 14. OTHER TERMS & CONDITIONS

- 14.1. Specifications of the items under tender are for guidance. However, if any ambiguity in the specification is detected, it shall be promptly brought to the notice of the PUSHPA GUJRAL SCIENCE CITY for clarification. The successful bidder should obtain written approval of PUSHPA GUJRAL SCIENCE CITY for any deviation from the approved specifications, if required due to site conditions or for betterment and safety of visitors.
- 142. The authorities of the PUSHPA GUJRAL SCIENCE CITY reserve the right to amend, alter or modify the terms and conditions, specifications of the items if necessary for betterment and safety of visitors. No additional cost shall be borne by PUSHPA GUJRAL SCIENCE CITY for such amendments.

- 143. In case the successful bidder refuse to accept the offer after finalization or does not compile with clauses of General Terms & Conditions within 07 (seven) days from the date of placement of the order as per the finalized and accepted terms & conditions, earnest money deposit would be automatically forfeited and the order shall be cancelled forthwith.
- 144. The authorities of PUSHPA GUJRAL SCIENCE CITY do not bind themselves to accept the lowest tender and reserve the right to accept or reject any or all tenders wholly or partially without assigning any reason whatsoever.
- 145. The successful bidder shall obtain necessary trade and other licenses/permissions as may be required to carry out the tendered job at PGSC, Kapurthala and shall also be responsible for Compliance of all statutory rules and regulations which may be in force time to time from the appropriate authorities at their own cost.
- 14.6. PUSHPA GUJRAL SCIENCE CITY shall not be liable for any injury or death of an employee who is deployed by the successful bidder within/outside the work site during the time of execution of the work order.

#### 15. PATENT RIGHTS AND ROYALTIES

- 151. The tenderer shall indemnify the PGSC against all third party claims of infringement of patent, copyrights, royalties, trademarks or industrial design rights arising from use of the goods, drawing or any partthereof.
- 152. The Contractor/ Agency will declare and guarantees that all copyrights and author's rights etc. of all third parties shall be duly purchased and obtained and the royalties paid and by this agreement these rights of third parties, unencumbered in any respect, shall be transferred to PGSC. No such right would be only for one time use specifically for this job. If, however, any dispute of claim preferred by the third parties arises, Agency shall indemnify the PGSC against any such claim whatsoever.
- 153. The Contractor/ Agency hereby agrees that no claim whatsoever shall be made against the PGSC in respect of any proprietary rights on the part of any other party relating to the plans, designs, models, drawings, photographs, scripts or any other such items, which they have used in the display of the work. The Agency shall indemnify the PGSC of all costs and expenses, which may have called upon to do so against such claims.

#### 16. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

16.1. The contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This clause shall be held to include inter-alia any damage to buildings, electrical work, whether immediately adjacent or otherwise, and any damage to roads, street, footpaths, bridges or ways as well as all damages caused to the buildings and works forming the subject of this contract by inclement weather.

- 162. The contractor shall indemnify the PGSC and hold it harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Act of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- 163. The contractor shall reinstate all damages so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 164. The contractor shall indemnify the PGSC against all claims which may be made against the PGSC by any member of the public or other third party or any employee of the contractor or subcontractor in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contract, a Policy of Insurance against such risks may be purchased by Contractor for this contract.
- 165. The PGSC shall be at liberty and is hereby empowered to deduct the cost of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor.

#### 17. SUSPENSION OF WORK

- 17.1. The PGSC reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. The PGSC Administration will issue orders for suspension or reinstatement of the work to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 172. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the PGSC provided such costs are sustained to the satisfaction of the PGSC. The PGSC shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his subcontractor.

#### 18. TERMINATION FOR INSOLVENCY

PGSC may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will occur thereafter to the PGSC.

#### 19. TERMINATION FOR CONVENIENCE

In the event both the parties want to abandon the above said work at any stage due to reason beyond the control of either party with mutual consent. In such case of termination no further payments, except the payment or payments which has or have been already made or which may be payable for work already done plus balance Concept and design fees in accordance with provisions as per this contract, prior to the date of such abandonment or suspension, as

the case may be, shall be made by the PGSC to Contractor/ Agency. The Contractor/ Agency will be, liable to transfer to PGSC all works at such stage of completion, inclusive of all materials procured for the purpose of the project at the time of such termination.

20. The successful bidder shall not transfer wholly or partially the order of supply, installation, testing and commissioning of the equipment to any other person(s) / firm / company for any reason whatsoever and in which case the order shall automatically stand cancelled.

#### 21. ARBITRATION

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

#### 22. LEGAL JURISDICTION

District Courts at Kapurthala, Punjab, India.

#### 23. 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)

#### **SCOPE OF WORK**

#### **Technical Specifications and Scope of work**

#### Section I

This is a two part bid (Part: 1 - Technical bid without Price and Part: 2 - Price bid).

This is a Tender document for Supply, Installation, Integration, Testing and Commissioning of Integrated 3 DOF or higher Capsule Simulator having seating capacity of minimum 30 persons with hardware and software packages, interfaces, tools and/ or drivers providing operational training, offering onsite comprehensive warranty of one year and post warranty non comprehensive maintenance for 5 (five) years including unlimited period licence of 4(four) selected educational 4k ride films with motion programming.

#### 1. THE SCOPE OF WORK INCLUDES

- 1.1. Supply, installation, integration, testing and commissioning of 3DOF or higher capsule simulator withaccessories, control panel and with all required acoustic and associated works including unlimited period licence of 4(four) selected educational 4k ride films with motion programming. The draft drawing of the proposed location of the simulator, operator console, control panel, pit for installation of simulator is given at Annexure L. The bidders need to confirm their acceptance to the drawing or suggest modifications in their bid offer. The work for construction of the structure to house the capsule simulator will be in the scope of work of PGSC.
- 1.2. The capsule simulator shall seat up minimum 30 riders per ride cycle with bench seating containing 5/6 rows with grab support.
- 1.3. The capsule must have minimum 3 degrees of freedom: pitch, roll and heave.
- 1.4. The capsule simulator should be equipped with high performance playback system which can play high resolution 2D/3D Motion Simulator rides. It should provide a user friendly Graphical User Interface to control system configuration, synchronization of third party video contents with motion of the capsule.
- 1.5. The capsule shall have a minimum of four doors (two on each side), operable independently, for safe and easy entry/exit of riders.
- 1.6. There shall also be an emergency stop button on the operator console. If doors of the simulator open accidently during the ride cycle, the simulator shall stop automatically, and the motion system shall settle slowly and safely to a resting position.
- 1.7. There shall be a video monitoring system installed in the capsule, allowing the operator to view all riders while capsule doors are closed.
- 1.8. Supply and installation of Pressure system for actuators, control panel and entry/ exit doors along with all associated hardware and software is in the scope of the bidder.
- 1.9. Simulator video screen shall be 85" (or larger) 4K LED monitor. Video projection systems shall not be accepted due to loss of brightness and video quality from simulator movement.

- 1.10. The bidder shall provide list of minimum 15 theme based 4k resolution rides compatible with the capsule simulator software for preview so that, PGSC can select four titles for screening.
- 1.11. The capsule simulator shall be equipped with 4 D effects like Wind, Leg Ticklers, Air Blast etc. for 4D effects during the ride.
- 1.12. Supply and installation of 4000 RMS watt 5.1 surround audio system complete with amplifier, mixer and high quality speakers etc. giving appropriate audio power output shall be provided for the Capsule Simulator.
- 1.13. Supply of Spares as per details given at S. No 18, section II of technical specifications.
- 1.14. The scope of work includes the up gradation of the software of the existing simulator installed at PGSC. The bidders are requested to visit the site to study the configuration of the existing simulator at PGSC. The computer system/'s preloaded with simulator software along with all hardware items as per site requirement is to be supplied and installed by the bidder to upgrade the existing simulator.
- 1.15. Submission of detailed drawings in AutoCAD and pdf format for layout of operator console, control panel, final schematic of system architecture, Pin to pin drawing details of circuitry and equipments of the system etc. and product catalogues for all hardware/software items. The draft drawing for the construction of building/structure to house the motion simulator is given in Annexure –L. Maximum ceiling height available at installation site from pit to the ceiling will be 4.6 m (15' 11").
- 1.16. Supply and installation of heavy duty air conditioning system for climate control in the capsule simulator.
- 1.17. Comprehensive warranty of one year and post warranty non comprehensive maintenance for 5 (five) years.
- 1.18. Air conditioning of all required spaces will be under the scope of PGSC. However, the bidder shall act in collaboration with the PGSC towards proper implementation of the same. The collaboration here will entail design finalization, installation facilitation, performance tuning etc.
- 1.19. Providing power distribution scheme for the operator console and motion controller.
- 1.20. Data cabling to carry lossless video signals from sources viz. playback system, projectors and/or video players. Properly dressed power and data cabling for all systems and devices so as not to cause interference with video signals and data networks.
- 1.21. Integration of all subsystems as indicated above to configure the "3 DOF or higher capsule Simulator with digital 4K LED display system" shall be the responsibility of the bidder.
- 1.22. The input power supply to the capsule must be as per single/three phase Indian standards
- 1.23. The system should be designed keeping in view that it must be manageable from a single control unit. All accessories needed for easy accessibility of devices for maintenance must be considered under the scope of the work.
- 1.24. The design of proposed system should be forward looking and should be of open

- architecture to allow for future up-gradation.
- 1.25. Hydraulic system should be made compatible to tropical operating temperature of 42° C/ conditions prevalent in Kapurthala, Punjab, India and the applicable hydraulic fluid should be readily available.
- 1.26. The system is to be designed with very high up-time commitment (99% over 365 days of a year). The selected bidder shall maintain inventory of spares for the designated up-time commitment for on-site warranty.
- 1.27. Preventative maintenance shall be carried out by the bidder at regular intervals during the Warranty period of one years and post warranty non comprehensive maintenance period of five years and a logbook to this effect shall be maintained at site. Suggested schedule for preventive maintenance shall be clearly defined and submitted in technical bid.
- 1.28. If any disparity in terms of intensity of HD panel, color, alignment or otherwise is noticed and reported during the warranty period, immediate redressal of the issue through repair or replacement shall be within the scope of the successful bidder.
- 1.29. PGSC shall provide incoming power cable of required capacity which the bidder shall connect to their main distribution panel. The bidder has to provide scheme for single/three phase power requirement for the simulators mentioning the peak load.

#### Note:

All civil, mechanical and electrical works relating to the installation, testing and commissioning of the capsule simulator, are to be taken up by the selected bidder, and all necessary materials, machines and any other machine tools required for the fabrication and installation are to be arranged by the selected bidder at their own cost. The selected bidder will provide design, drawings, details and complete specifications for installation of capsule simulator.

PGSC shall provide power against payment through metered system for installation and minor fabrication works at site.

All safety precautions and compliance of statutory obligations shall be taken care of by the selected bidder during execution of the entire project at site.

#### Client's responsibilities:

- 1. PGSC, KAPURTHALA shall provide electrical power for execution of the work.
- **2.** PGSC, KAPURTHALA shall provide UPS for the system.
- **3.** PGSC, KAPURTHALA shall provide lockable space for storage of materials by the selected vendor.

# Section II

# **TECHNICAL SPECIFICATIONS**

# 1.

S.No	Specifications	Description
1.	Capsule Type	<ul> <li>Indoor Capsule shaped hydraulic simulator with no loading platform</li> </ul>
2.	Capsule description	<ul> <li>Fiberglass reinforced polymer with additional steel reinforcement.</li> <li>Must be a single piece moulding for strength and durability (no separate pieces joined together permitted).</li> <li>Minimum thickness 6mm. Streamlined aerodynamic shape.</li> <li>Color choices to be made available.</li> <li>4 number of upward opening doors actuated by pneumatic cylinders, one per door with safety locking when capsule is moving.</li> <li>Floor covered with Aluminum chequred sheet 18 SWG.</li> <li>Interior lined with non-woven carpet material.</li> <li>Fiberglass reinforced polymer bench seats for 30 people, grab bars on seat backs.</li> <li>Interior lighting.</li> <li>Minimum dimensions: length 6700mm, width 2870mm, height 1830mm.</li> <li>The motion envelope of the capsule simulator must be confined to maximum ceiling height of 4.6 m (15' 11") from the pit.</li> </ul>
3.	Seating capacity	Minimum 30 seats bench type
4.	Degree of Freedom	Minimum Three (Roll, Pitch & Heave)  • Roll range: ±25°  • Pitch range: ±25°  • Heave range: 800mm
5.	Motion Technology	System motion base shall operate on low pressure hydraulics. Hydraulic reservoir, pump, motor and cooling systems shall not produce high heat or noise, and shall not be accessible to riders.
6.	Motion Base	<ul> <li>Motion frame of heavy duty steel construction</li> <li>Weldment based on square steel tubes mainly 100 mm sq), comprising two intermeshing A frames with slide bar.</li> <li>3 number of hydraulic rams.</li> <li>3 number enclosed slide potentiometers(Transducers)</li> <li>3 number hydraulic servo valves (Moog/Rexroth or equivalent approved make.)</li> <li>Hydraulic hoses and piping.(Gates/JK Pioneer/ Fenner or equivalent approved make)</li> <li>Frame finished in red oxide and black enamel, 2 coats.</li> </ul>

		,
7.	Hydraulic Power pack	<ul> <li>Make: Oilgear Polyhydron/Vickers/ Parker/Rexroth or equivalent approved make.</li> <li>Minimum rated 37kW with controls, filters, air cooled oil cooler.</li> </ul>
8.	Display Screen	Min 85 inch 4k LED Monitor of make Samsung/LG/ Sony/HP/DELL or any equivalent approved make
9.	Doors	<ul> <li>Minimum of Four doors (two on each side of Entry &amp; Exit)</li> <li>Pneumatically operated</li> <li>Operable independently, for safe and easy entry/exit of riders.</li> </ul>
10.	Pneumatics	<ul> <li>Screw Air compressor, Atlas Copco/ Elgi/ Ingersoll Rand or equivalent approved make.</li> <li>Rated 11kW with air dryer, filters including carbon filter, air vessel capacity: 500litres.</li> <li>Piping and valves.</li> </ul>
11.	Electrical & Control	<ul> <li>Cabinet with all electricals and interconnection wiring makes: L&amp;T/Siemens/ABB/Schneider or equivalent approved make.</li> <li>Control console with computer and monitor makes HP/Lenovo/ Dell/LG/Sony or equivalent approved make.</li> </ul>
12.	Audio	<ul> <li>5.1 channel surround sound system with amplifier, mixer and high quality speakers</li> <li>Amplifier power: Min 4000RMS Watt</li> </ul>
13.	Special Effects	Inside the capsule:  • Wind  • Leg Ticklers  • Air Blast
14.	Climate Control	<ul> <li>Heavy Duty Air Conditioning System; Min capacity 5 TR; 60,000 BTU</li> <li>Capsule to have front grilles and two rear extractor fans for efficient circulation and ventilation</li> </ul>
15.	Operator Console	<ul> <li>System operator console shall be a lockable cabinet design, with easy-to-operate Windows- based operating system</li> <li>Regular software updates to be provided to upgrade the simulation software.</li> <li>Minimum configuration for Computer System         <ul> <li>Intel Core i7 or higher processor</li> <li>16GB DDR5 or higher RAM</li> <li>Dedicated High End Graphic card with minimum 6GB graphic RAM</li> <li>1TB SSD storage</li> <li>Brand: Dell/HP/Acer/Lenovo or any other approved brand</li> </ul> </li> </ul>
16.	Shows/Ride Films	<ul> <li>Unlimited period licence for four ride films of 4K quality on theme like Space, Dino safari, Climate, Education, etc</li> <li>The bidder shall provide list of minimum 15 theme based ride films (4 k compatible) with the capsule simulator software, out of which four films will be selected by PGSC.</li> </ul>

17.	Safety	<ul> <li>Emergency stop buttons</li> <li>Interior lighting system</li> <li>Smoke detector</li> <li>Passenger video monitoring system</li> </ul>			
18.	Spares	<ol> <li>Servo valve- 1 quantity</li> <li>Potentiometer(Transducer) - 1 quantity</li> <li>Hydraulic cylinder- 1 quantity</li> <li>Pneumatic cylinder -1 quantity</li> </ol>			
19.	Up gradation of software of existing simulator	Computer system/'s preloaded with simulator software along with all hardware items as per site requirement to up-grade the software/control panel of existing simulator			

#### 2. Brochures and complete specifications

2.1 Bidders shall provide printed brochures and detailed specifications of all OEM products & Maintenance Manual. The brochures, documents and engineering drawings have to be provided along with the technical bid including compliance as per Annexure: C.

#### 3. User Training and Documentation

3.1 Two levels of training are to be arranged – Basic operation training of two days for 5 executives and 3 days of technical training for 5 participants is required to be organized at PGSC, Kapurthala. Training material and complete installation manual in both hard and soft copies is to be provided (two sets of each). The faculty providing training should be certified from parent company (OEM) or technical and experienced persons from system integrator.

#### 4. Warranty and AMC:

- 4.1 Warranty: The successful bidder shall provide Single Window Onsite Comprehensive Warranty with preventive maintenance on all the items supplied under the purchase order as has been enumerated in details below. The Warranty period for the entire installation is for one year for all the components from the date of issue of acceptance certificate by PGSC.
- 4.2 AMC: The non-comprehensive annual maintenance contract will be for a period of five years, after expiry of the warranty period of one year.
- 4.3 Bidders shall quote for non-comprehensive annual maintenance charges along with applicable taxes for two years, after expiry of warranty period of three years from the date of commissioning and handing over to PGSC on year to year basis. Payment for these services shall be made annually upon the completion of each non comprehensive maintenance year. The tax break- up for all such rates shall be clearly spelt out as on the date of submission of the tender.
- 4.4 During Warranty Period and subsequent non-comprehensive maintenance contract, comprising of five years, the following terms shall be applicable:
  - 4.4.1 Preventive Maintenance for all the equipment and peripherals supplied by the bidder. The bidders shall submit a schedule for such preventive maintenance

- and shall form part of the agreement.
- 4.4.2 Repair of faulty / defective parts and peripherals.
- 4.4.3 All replaced parts shall remain as property of PGSC, Kapurthala, may be removed. Faulty parts shall be the property of Vendor.
- 4.4.4 All the parts including networking cables, connectors, etc. that may be required to maintain the system shall be supplied by the bidder at their own cost.
- 4.4.5 Any break-down, failure or malfunctioning of the system shall be attended to and put back in service within 48 hours. However, all round efforts must be made to set right the system in shortest possible time. Service shall be available for at all times for 365 days in a year.
- 4.4.6 If any break-down, failure or malfunctioning of the system is not attended beyond 48 hours, then deduction of Rs.1000/-(Rupees One hundred only) per calendar day, from the day complaint is made, shall be deducted from the bill, and that for a month shall be restricted to maximum of Rs. 10,000/- (Ten thousand only).
- 4.4.7 The selected bidder will maintain the minimum essential spares at their own stores and the required tools / test equipment / software so as to reduce the break-down time.
- 4.4.8 Spare parts manufactured by Original Equipment Manufacturer (OEM) will be preferred. However in unavoidable situations spares manufactured by equivalent manufacturers may be used with prior approval of PGSC.
- 4.4.9 In case of any requirement for replacement of any supplied spares by the bidder, PGSC shall not be responsible for re-export of the damaged components and that will be replaced by the successful bidder.

## **ANNEXURE - C**

## **TECHNICAL COMPLIANCE TABLES**

Sr. No.	Specifications	Descriptions as per Clause of Section II of technical Specifications	Information to be provided by Bidder		
			Compliance (Yes/No)	Description of the item supplied or attach brochures (please mention page Number)	Reasons for deviation , if any, with complete justificati on
1.	Capsule Type	Clause 1 Serial Number 1			
2.	Capsule description	Clause 1 Serial Number 2			
3.	Seating capacity	Clause 1 Serial Number 3			
4.	Degree of Freedom	Clause 1 Serial Number 4			
5.	Motion Technology	Clause 1 Serial Number 5			
6.	Motion Base	Clause 1 Serial Number 6			
7.	Hydraulic Power pack	Clause 1 Serial Number 7			

8.	Display Screen	Clause 1 Serial Number 8		
9.	Doors	Clause 1 Serial Number 9		
10.	Pneumatics	Clause 1 Serial Number 10		
11.	Electrical & Control	Clause 1 Serial Number 11		
12.	Audio	Clause 1 Serial Number 12		
13.	Special Effects	Clause 1 Serial Number 13		
14.	Climate Control	Clause 1 Serial Number 14		
15.	Operator Console	Clause 1 Serial Number 15		
16.	Shows/Ride Films	Clause 1 Serial Number 16		
17.	Safety	Clause 1 Serial Number 17		
18.	Spares	Clause 1 Serial Number 18		
19.	Up-gradation of existing simulator	Clause 1 Serial Number 19		
20.	Training	Clause 2 of Section II		

# PAST EXPERIENCE LIST OF WORKS COMPLETED DURING THE LAST 5 YEARS

S.No.	Client's	Name o	f Scope of	Agreement	Contra	ct Value	Date of	Date of Com	pletion	Reasons	Ref. of
	Name And	the Work 8	work	/ Letter of			start			for	document
	Address	Location	carried	Award No.						delay in	(with page
			out by	and date						completion	no.) in
			the							if any	support
			Bidder								of meeting
											Qualification
											Criterion
					Awarded	Actual on		As per	Actual		
						completion		LOA/			
								Agreement			

### Note:

- 1. In support of having completed above works, attach self-attested copies of the completion certificate from the owner/client or Executing Agency / Consultant appointed by owner / Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder. Contract Value shall mean gross value of the completed work including cost of materials supplied by the owner/client but excluding those supplied free of cost.
- 2. Only SITC of Capsule Simulators completed during the last 10 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.

(Authorised Signatory with Seal).

## **FORMAT FOR ANNUAL TURNOVER AS PER THE AUDITED ACCOUNTS**

### **TOWARDS THE QUALIFYING EXPERIENCE**

S. No.	Financial Year	Turnover in Indian Rupees(INR)
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	

Note:		

(Signature of Authorized Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant.

## (To be submitted only in case the bidder is an Authorized agent of the OEM)

# PROFORMA FOR ISSUING "UNDERTAKING BY ORIGINAL SYSTEM INTEGRATOR" (To be submitted in OEM's Letterhead)-

Dated:
To The Director General PUSHPA GUJRAL SCIENCE CITY, Jalandhar – Kapurthala Road, <u>Kapurthala</u>
Dear Sir,
We, hereby state that the product offered vide this tender by our authorized agent, M/s.  and to be supplied if found suitable and selected shall be our original equipment and is to be deemed as if the supply has been made by us directly.
Accordingly, we stand by all the terms, conditions and stipulations as defined in tender of PUSHPA GUJRAL SCIENCE CITY.
We also undertake to directly make good of any shortcomings either in product quality and/or in services which my/our authorized agent may fail to fulfill as a part of his obligations under the terms & conditions of this tender.
Thanking you,
yours faithfully,
(Authorised Signatory with Seal).

#### **DECLARATIONS**

#### Declaration - I

In strict accordance with specifications, schedules of quantities and upon the terms set out in the annexed form of Contract, instructions to tenderers, tender document 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 stipulated time period 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

#### Declaration - IV

- a. We have examined the bid document and we have no objection to the bidding document including Addenda/Corrigenda.
- b. We possess the necessary professional, technical, financial and managerial resources and competence required as per bidding document, pre-qualification document or bidder registration document.
- c. We meet the eligibility requirements as per criteria mentioned in the tender
- d. Our organization has fulfilled its obligation to pay taxes payable to the Central Government or the State Government or any local authority as may be specified in the bidding documents, pre- qualification documents or bidder registration documents;
- e. We give the undertaking that information submitted/uploaded by us is correct and true and that any false information shall lead to disqualification at any stage and further actions as per Procurement Act and Rules and Other applicable laws.
- f. We (the bidder including all members of JV/consortium if applicable) hereby certify that we have no conflict of interest.
- g. We, along with any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of contract are no blacklisted/debarred by any Procuring Entity of Government of Public/Semi Government Organization/Corporation of the State of Punjab or Central Govt/Other State Govt Organization/Corporation or Public Undertaking, Autonomous Body or Authority by whatever name it may be called under them or by Multilateral Development Banks.
- h. We hereby authorize Pushpa Gujral Science City to seek references from our bankers, Financial Institutions, Firms, Corporation or persons in regard to pertinent information deemed necessary and required by PGSC.
- i. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity or engage in any type of fraud and corruption and we will strictly observe the laws against fraud and corruption in force within the country.
- j. Our firm/company is not insolvent, in receivership, bankrupt or being wound up, not has its affairs administered by a court or a judicial officer, not has its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- k. Our Directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

Signature of the Bidder

ANNEXURE: H

# Format for Financial Bid to be submitted online only

PART A
Currency: INR

S.	Description	Total Amount
No.		Inclusive of taxes
1.	Turnkey Cost for Supply, Installation, Integration, Testing and	
	Commissioning of Integrated 3 DOF or higher Capsule Simulator	
	having seating capacity of minimum 30 persons with hardware	
	and software packages, interfaces, tools and/ or drivers providing	
	operational training, offering onsite comprehensive warranty of	
	one year including unlimited period licence of 4(four) selected	
	educational 4k ride films with motion programming.	
	The rates will be inclusive of FOR Pushpa Gujral Science City,	
	Kapurthala, Punjab, India.	
	As per Scope of Work and Technical Specifications	
2.	Post warranty non comprehensive annual maintenance for further	
	5 (five) more years after warranty period of one year.	
	TOTAL:	

## PART B (Item wise cost breakup)

**Currency: INR** 

S.	Description	Total Amount
No.		Inclusive of taxes
1.	Supply, Installation, Integration, Testing and Commissioning of Integrated 3 DOF or higher Capsule Simulator having seating capacity of minimum 30 persons (As per Clause: 1,2,3 & 4 of Section II of technical Specifications):	
2.	SITC of Motion Technology (As per Clause: 5,6 &7 of Section II of technical Specifications):	

SITC of display screen (As per Clause: 8 of Section II of technical Specifications):	
SITC of Pneumatics (As per Clause: 9, 10 & 11 of Section II of technical Specifications):	
Supply of Spares: Servo valve- 1 quantity (As per Clause: 18 of Section II of technical Specifications):	
Supply of Spares: Potentiometer(Transducer) - 1 quantity (As per Clause: 18 of Section II of technical Specifications):	
Supply of Spares: Hydraulic cylinder - 1 quantity (As per Clause: 18 of Section II of technical Specifications):	
Supply of Spares: Pneumatic cylinder -1 quantity (As per Clause: 18 of Section II of technical Specifications):	
Up-gradation of existing simulator software: Computer system's preloaded with simulator software along with all hardware items as per site requirement to up-grade existing simulator — As per requirement at site (As per Clause: 19 of Section II & Clause: 1.14 of Section I of technical Specifications):	
SITC of audio system (As per Clause: 12 of Section II of technical Specifications):	
SITC of special effects (As per Clause: 13 of Section II of technical Specifications):	
Supply and installation of heavy duty air conditioning system for climate control in the capsule simulator. (As per Clause: 14 of Section II of technical Specifications):	
SITC of high performance playback system/ Operator Console (As per Clause: 15 of Section II of technical Specifications):	
SITC of four ride films of 4K quality with Unlimited period licence	
raining on CAPSULE SIMULATOR As per Clause 2 of Section II of echnical Specifications	
Non-Comprehensive Maintenance Charges for 1 <sup>st</sup> year after Warranty Period of 1 year ( <i>As per Clause 3 of Section II of technical</i> Specifications )	
Non-Comprehensive Maintenance Charges for 2 <sup>nd</sup> year after Warranty Period of 1 year ( <i>As per Clause 3 of Section II of technical Specifications</i> )	
	Specifications):  SITC of Pneumatics (As per Clause: 9, 10 & 11 of Section II of technical Specifications):  Supply of Spares: Servo valve- 1 quantity (As per Clause: 18 of Section II of technical Specifications):  Supply of Spares: Potentiometer(Transducer) - 1 quantity (As per Clause: 18 of Section II of technical Specifications):  Supply of Spares: Hydraulic cylinder - 1 quantity (As per Clause: 18 of Section II of technical Specifications):  Supply of Spares: Pneumatic cylinder - 1 quantity (As per Clause: 18 of Section II of technical Specifications):  Supply of Spares: Pneumatic cylinder - 1 quantity (As per Clause: 18 of Section II of technical Specifications):  Up-gradation of existing simulator software: Computer system's preloaded with simulator software along with all hardware items as per site requirement to up-grade existing simulator - As per requirement at site (As per Clause: 19 of Section II & Clause: 1.14 of Section I of technical Specifications):  SITC of audio system (As per Clause: 12 of Section II of technical Specifications):  SITC of special effects (As per Clause: 13 of Section II of technical Specifications):  Supply and installation of heavy duty air conditioning system for climate control in the capsule simulator. (As per Clause: 14 of Section II of technical Specifications):  ITC of high performance playback system/ Operator Console (As ter Clause: 15 of Section II of technical Specifications):  ITC of four ride films of 4K quality with Unlimited period licence raining on CAPSULE SIMULATOR As per Clause 2 of Section II of technical Specifications  IOn-Comprehensive Maintenance Charges for 1st year after Varranty Period of 1 year (As per Clause 3 of Section II of technical pecifications)  IOn-Comprehensive Maintenance Charges for 2nd year after Varranty Period of 1 year (As per Clause 3 of Section II of technical Varranty Period of 1 year (As per Clause 3 of Section II of technical Varranty Period of 1 year (As per Clause 3 of Section II of technical Varranty Period of 1 year (As per

Non-Comprehensive Maintenance Charges for 3 <sup>rd</sup> year after Warranty Period of 1 year ( <i>As per Clause 3 of Section II of technical Specifications</i> )	
Non-Comprehensive Maintenance Charges for 4 <sup>th</sup> year after Warranty Period of 1 year ( <i>As per Clause 3 of Section II of technical Specifications</i> )	
Non-Comprehensive Maintenance Charges for 5 <sup>th</sup> year after Warranty Period of 1 year ( <i>As per Clause 3 of Section II of technical Specifications</i> )	
Any other items of work/equipment etc. not covered above, under SI. No. 1 to 20 but required as per scope of work provided.	
TOTAL:	

## **FORMAT FOR CONTRACT AGREEMENT**

ARTICLES OF	AGREEMENT made at	(Place)	this				
	day of	(Date)(Month	& <i>Year)</i> b	etween the			
PUSHPA GUJRAL SCI	IENCE CITY, a Society registered und	er the Societies I	Registration A	Act of Punjab, here			
in after referred to as	n after referred to as PGSC which expression shall include its successors and assigns on the one part and						
(۱	Name of the successfule tenderer						
	learning address of the	successful a tan	dororl	horoin			
	(complete address of the	-	•				
	he successful e-tenderer which expres		nis/tneir resp	ective neirs,			
executors, administ	rators and assigns on the other part						
Testing and Coming of minimum 30 publications of the drivers providing and post warrant	GSC is desirous of getting the missioning of Integrated 3 DOF persons with hardware and soft operational training, offering off ty non comprehensive mainten 4(four) selected educational 4k	Capsule Simu ftware packag onsite compreh nance for 5 (fiv	lator having es, interfact nensive war ve) years in	g seating capacity ces, tools and/ or cranty of one year acluding unlimited			
_	nder(Including appendix), drawings, k and conditions of contract.	schedule of qua	ntities and sp	pecifications			
conditions of cont	said NIT (including appendix), specif ract have been signed by or on be er has deposited in Bank Draft/Pay Or	pehalf of the pa	arties hereto	·			
	(	'Exact	amount	in words			

NOW IT IS HERE BY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. In consideration of the payments to be made to him ashere in after provided the successfuletenderer shall upon and subject to the conditions herein contained execute and complete the Work within...... months from the date of issue of letter of intent / Work Order /opening of LC(as defined in the NIT) and described in the said specifications and the said priced schedule of quantities along with the progress of the work.

- 2. The PGSC shall pay to the successful e-tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
- 3. Time is the essence of this agreement and the successful e-tenderer shall proceed with the work, throughout the stipulated period of this contract, strictly according to the Terms & Conditions of NIT. At any stage during execution, if any work lags behind the for reasons directly attributable to the successful e-tenderer, he shall pay or allow the PGSC to deduct the same from the Security Deposit or from any money due to him a liquidated damage as mentioned in NIT
- 4. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown on the drawings, or described In the said specifications or the priced Schedule of Quantities.
- 5. The PGSC through the Engineer / Scientist In-charge reserves to itself the right of altering the specifications and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
- 6. After successfully completion of works in all respect, successful e-tenderer will hand over all the materials including equipment and machineries, brochures, drawings etc. to the end-user PGSC, Kapurthala in presence of PGSC representative and shall also render all services such as maintenance of the systems, provide warranty of the equipment, machineries etc. at the finalized rates, terms & conditions of the tender documents.
- 7. All disputes and differences of any kind whatever, arising out of or in connection with the contract on the carrying out of works (Whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to arbitration as per Clause mentioned in NIT. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement.
- 8. The provisions of the Arbitration & Reconciliation Act 1996 or any statutory modification or reenactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

In witness whereof the parties have set their respective hands the day and the year and the place herein above written.

Signed by for and on behalf o	of the PGSC	
In the presence of		
Seal	1.	
	2.	
Signed by the said Successful	e-tenderer	
In the presence of		1
Seal		2

## Performance Security (Bank Guarantee)

[Guarantor letterhead]

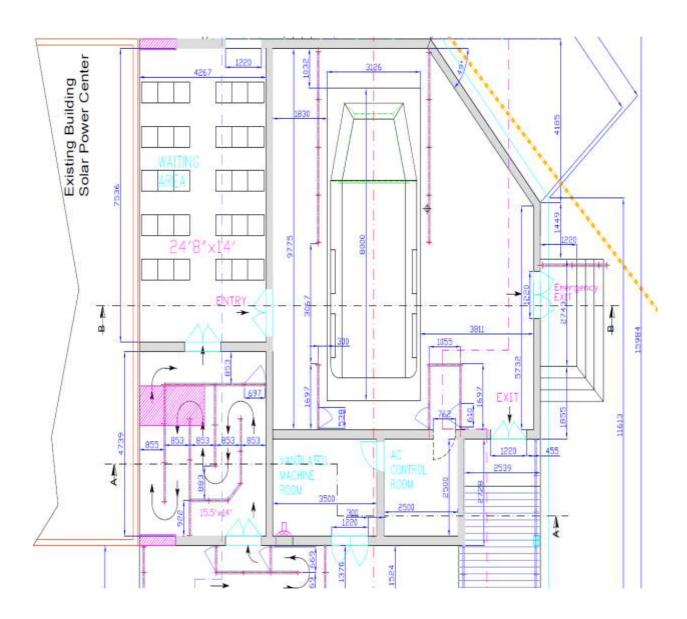
Beneficiary: [insert name and Address of Procuring Entity/
Date:[Insert date of issue]
Performance Guarantee No
<b>Guarantor:</b> [Insert name and address of place of issue, unless indicated in the letterhead]
We have been informed that[insert name of Supplier which in the case of a
joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has
entered into Contract No[insert reference number of the contract] dated
[insert date] with the Beneficiary, for supply of [insert name of contract and brie
description of Goods/Services/works/ (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a performance
guarantee is required.
At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the
Beneficiary any sum or sums not exceeding in total an amount of Rupees[inser
amount in figures] [insert amount in words], such sum being payable upor
receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement
whether in the demand itself or in a separate signed document accompanying or identifying
the demand, stating that the Applicant is in breach of its obligation(s) under the Contract
without the Beneficiary needing to prove or to show grounds for the demand or the sun
specified therein.
This guarantee shall expire, no later than the and any demand for paymen
under it must be received by us at PGSC indicated above on or before.

[signature(s)]

# Joint Undertaking by OEM & Authorized Agent (To be submitted only in case the bidder is an Authorized agent of the OEM)

(authorized agent) jointly and severa termination of our internal agreement	Equipment Manufacturer) and
	nt and several obligation is essential to ensure the ces at Science City Kapurthala, and shall undertake all tions accordingly.
Science City management decides to e transparent and fair process. Any a	entire duration of the contract, or until such time as engage alternative O&M service providers through a attempts to avoid or circumvent this joint and material breach of the contract terms and may result er appropriate legal actions.
Signature of OEM with stamp	Signature of Authorized partner with stamp

## **ANNEXURE -L**



# Checklist

1. Technical Bid as per Annexure-B duly filled in, signed & stamped.  2. Proof of whether bidder is a Limited Company/Corporation/Agency/Consortium/JV  3. Proof that Bidder is an original equipment manufacturer (OEM) of the integrated 3DOF or higher capsule simulator system software or an authorized agent/partner of OEM in India.  4. Duly signed authorization letter/ agreement of authorized agent with OEM (To be submitted in case bidder is an Authorized agent)  5. Technical Compliance Table as per Annexure-C duly filled in and digitally signed with official stamp.  6. Supply order & completion certificate for SITC of at least 1 number of 3DOF or higher hydraulic based Platform/Capsule Simulator in India during last ten years with minimum seating capacity of 15. Please attach the Proof that said work is currently functional for the	S.No	Item	Attached	Page number in the bid document
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i i l		last one year.		
7. Proof of experience of the bidder in the	7.	Proof of experience of the bidder in the		
design, development and maintenance of		design, development and maintenance of		
3DOF or higher hydraulic based		3DOF or higher hydraulic based		
Platform/Capsule Simulator (as per format				
given in <b>Annexure D</b> )		,		
8. Certificate showing factory trained staff in	8.	,		
service and maintenance of capsule simulator		•		
available with bidder/OEM/Authorized agent				
9. Duly certified document from Chartered	9.	•		
Accountant clearly indicating the Turnover of		-		
the last five financial years (2017-18, 2018-19,		·		
2019-20, 2020- 21, 2021-22) in INR as per <b>Annexure – E.</b>				
10. Balance sheet and profit and loss account of	10			
the OEM duly certified by the Chartered	10.	·		
Accountant for the immediately 5(five)		-		
preceding years.				
11. Undertaking by the Original System Integrator	11			
as per <b>Annexure-F</b> (To be submitted only in		• • • • •		

	case the bidder is an Authorized agent of the OEM)	
12.	Declarations by bidder as per Annexure-G	
13.	Joint undertaking by the bidder/Original Equipment Manufacturer (OEM) and their Indian authorized agent as per <b>Annexure K.</b> (To be submitted only in case the bidder is an Authorized agent of the OEM)	
14.	Scanned copy of General Terms & Conditions duly signed by the Authorized Signatory with official stamp	
15.	Scanned copy of Technical specifications and Scope of Work duly signed by the Authorized Signatory with official stamp	
16.	Technical Brochures of equipment's	