

TENDER DOCUMENT

SETTING UP

CLIMATE CHANGE

THEATRE

TN/PGSC/2011-10/1/Setting up Climate Change Theatre

AT

PUSHPA GUJRAL SCIENCE CITY

KAPURTHALA (PUNJAB)

Head Office:

Pushpa Gujral Science City
SCO 60 – 61, 3rd Floor,
Sector 34 – A, Chandigarh 160022
Telephone: 0172-5077073/2603183
Fax: 0172 - 2612914

Site:

Pushpa Gujral Science City
Jalandhar – Kapurthala Road,
VPO Wadala Kalan
Kapurthala, Punjab
Telephone: 01822-501963/501964

Pushpa Gujral Science City

Jalandhar – Kapurthala Road, Kapurthala

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CLIMATE CHANGE THEATRE

Introduction

To provide a –one-of –a –kind experience filled with magnificent environmental effects, Climate Change Theatre is a multi-screen theatre which would outline the serious and contemporary challenge on climate change. The show will take visitors around the globe to explore the implications of a warming planet, specifically from the Indian perspective. Visitors to the Science City will be made aware of and to have a better understanding and appreciation for the latest climate science and the issues surrounding the human role in climate change.

The information about the Pushpa Gujral Science City is available on the website www.pgsciencecity.org

Tender Document

Setting up

CLIMATE CHANGE THEATRE

At

Pushpa Gujral Science City

Kapurthala

Tender Notice: TN/PGSC/2011-10/1/Setting up Climate Change Theatre

Tender for setting up of “**Climate Change Theatre**” on turnkey basis involving design, fabrication, supply and installation of projection screens, various objects and equipment as per given specifications which are to be operationally synchronized with the video presentation & associated civil, electrical & mechanical work etc required to set up a theatre in the available 18 meters dia dome shaped building at PGSC, Kapurthala.

Name of the Firm

Signature of tender issuing officer

Pushpa Gujral Science City
S.C.O. No. 60-61, 3rd Floor, Sector 34-A, Chandigarh.
Phone: 0172-5077073, 2603183 Fax: 91-172-2612914
www.pgsciencecity.org

Tender Document Cost - Rs. 1000/-

TENDER NOTICE ADVERTISEMENT



Pushpa Gujral Science City

(A Joint Project of Govt. of India & Punjab Government)

SCO 60-61, 3rd Floor, Sector 34-A, Chandigarh

Tel. No.: 0172-5077073, 2603183 Fax: 0172-2612914

TENDER FOR SETTING UP CLIMATE CHANGE THEATRE

Sealed Tenders are invited for setting up "Climate Change Theatre" on turnkey basis involving design, fabrication, supply and installation of projection screens, various objects and equipment as per given specifications which are to be operationally synchronized with the video presentation & associated civil, electrical & mechanical work etc required to set up a theatre in the available 18 meters dia dome shaped building at PGSC, Kapurthala.

Earnest Money: Rs 50,000; Time Period: Five (05) months

Tender Document consisting of detailed scope of work, bidding parameters, contractual obligations etc. will be issued to interested parties on receipt of written request on any working day against non-refundable cash payment or demand draft of Rs. 1,000/- as Tender Document Fee in favour of "Pushpa Gujral Science City" payable at "Chandigarh". Tender Document can also be downloaded from PGSC website www.pgsciencecity.org and tender cost of Rs.1000/- sent along with the Earnest Money.

Date of start of Issue of Tender	October 7, 2011
Pre-bid Meeting at PGSC, Chandigarh	October 20, 2011 at 1200 Hours
Last Date for Submission of Tender at PGSC, Chandigarh	November 1, 2011 by 1400 Hours

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.

SIZE 10X8

COVERING LETTER

From,

(Full name and address of the tenderer)

M/S.....
.....

To,

**The Director General,
Pushpa Gujral Science City,
S.C.O. No. 60-61, 3rd Floor Sector 34-A,
Chandigarh.**

**Reference: Tender Notice No.: TN/PGSC/2011-10/1/SETTING UP
CLIMATE CHANGE THEATRE**

**Subject: Offer in response to tender on Climate Change Theatre
at PGSC Kapurthala.**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached tender. The tender is submitted in three separate and sealed envelopes marked Part-I, Part-II & Part-III.

**(Signature of tenderer)
With seal**

Particulars of Tender

Name of the work:

Setting up "**Climate Change Theatre**" on turnkey basis involving design, fabrication, supply and installation of projection screens, various objects and equipment as per given specifications which are to be operationally synchronized with the video presentation & associated civil, electrical & mechanical work etc required to set up a theatre in the available 18 meters dia dome shaped building at PGSC, Kapurthala.

- Date of start of issue of Tender : October 7,2011
- Date & Time of Pre-bid Meeting : October 20, 2011 at 1400 Hours
- Place of Pre-bid Meeting : Pushpa Gujral Science City,
SCO 60 -61, 3rd Floor,
Sector 34 - A, Chandigarh
- Last Date for submission of Tender : November 1, 2011
- Place for submission of Tender : Pushpa Gujral Science City,
SCO 60 -61, 3rd Floor,
Sector 34 - A, Chandigarh
- Validity of the Tender : 4 (Four) Months from the last date of
submission of Tender
- Cost of Tender Document : Rs. 1000/- (Rs. One Thousand Only)
(NON-REFUNDABLE) through cash /
Demand Draft in favour of Pushpa
Gujral Science City, payable at
Kapurthala or Chandigarh. If
downloaded from the Website,
separate DD for Rs. 1000/- to be
enclosed with the Earnest Money.
- Earnest Money Deposit : Rs.50,000/- (Rs. Fifty Thousand Only)
Through Demand Draft / Pay Order in
favour of Pushpa Gujral Science City,
payable at Kapurthala.
- Time Schedule for completion of work : Five (5) months from the award of
work.

This tender document is issued to M/s..... on
.....2011

**Administrative Officer, PGSC
Name & Signature of Tenderer
with Seal**

GENERAL PARTICULARS OF TENDERER

Use Additional Sheet if necessary

S. No	General particulars of Tenderer	
1	Name of Tenderer / Firm	
2	Postal Address	
	➤ E-mail address	
	➤ E-mail address	
	➤ Fax No.	
3	Name and designation of the representative of the tenderer to whom all references shall be made. Mobile No.	
4	Amount and particulars of the earnest money deposited.	
	Amount	
	Bank	
	Demand Draft No.	
	Date of Issue	
5	Has the tenderer executed similar nature of work? (attach copy of work order & references)	
6	Name and address of the Indian / foreign collaboration, if any.	
7	Has the contractor/firm been ever debarred by any Government Department /Undertaking?	
8	Details of the offer. Please mention number of pages and number of drawings attached with the Tender.	

**(Name & Signature of Tenderer)
With Seal**

EXPERIENCE (RELEVANT PROJECT(S) COMPLETED)

(Please fill in information about similar major projects (Costing more than 10 Lac) undertaken during last 3 years, Please use additional sheets if necessary)

1. Name of organization, which awarded :
the works.
(Please enclose list of organization)
2. Location of the work
(Please enclose list of installation)
3. Total contract amount during last 3
years
4. Cost of the Completed Work
5. Date of award
6. Stipulated / Extended Date of
Completion
7. Actual Date of Completion
8. Details of involvement in work as an
individual or as a company.
9. Was the work satisfactorily
completed within stipulated /
extended period?
(Please attach Completion
Certificates)

(Signature of tenderer with Seal)

NOTE: Agencies who had earlier done any job / work for Pushpa Gujral Science City in the past have to compulsorily submit a Certificate of Satisfactory Performance otherwise tender will be rejected.

DECLARATION BY THE TENDERER

I./We.....

(Hereinafter referred to as the Tenderer) being desirous of tendering for the work, under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT:

1. The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The tenderer is capable of executing and completing the work as required in the tender.
3. The tenderer accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The tenderer has no collusion with other contractors, any employee of Pushpa Gujral Science City (PGSC) Kapurthala or with any other person or firm in the preparation of the bid.
5. The tenderer has not been influenced by any statement or promises by PGSC Kapurthala or any of its employees but only by the tender document.
6. The tenderer is financially solvent and sound to execute the tendered work.
7. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of PGSC Kapurthala.
8. The information and the statements submitted with the tender are true. The tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
9. The tenderer has never been debarred from any type of work by any Government Undertaking /Department.
10. This offer shall remain valid for acceptance for 4 (Four) months from the last date of submission of the tender.
11. The tenderer has attached herewith the earnest money as required in the

- tender document.
12. The tenderer accepts that the earnest money may be absolutely forfeited by PGSC Kapurthala if the tenderer fails to undertake the work or sign the contract within the stipulated time or as per terms and conditions.
 13. Tenderer accepts and agrees to complete the whole work within stipulated time given by the Pushpa Gujral Science City.
 14. The tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender.
 15. Tenderer understands that issue of tender document alone does not mean that tenderer meets the eligibility conditions and technically competent to do the work and is qualified.

(Name & Signature of Tenderer with Seal)

FORM OF AGREEMENT

(To be signed between the successful Tenderer and PGSC)

STAMP PAPER

FORM OF AGREEMENT

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

1. The following documents in conjunction with Addendum/Corrigendum to Tender Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) this Contract Agreement
 - (b) Deed of Guarantee/EMD dated between Bank & PGSC
 - (c) The Letter of Acceptance of Tender No. PGSC/... dated ... containing reference listed therein.
 - (d) PGSC Letter No. dated regarding acceptance of offer
 - (e) PGSC Letter No. Dt. written to M/s., regarding pre-qualification
 - (f) M/s. Letter No. dated regarding submission of tender along with all the documents mentioned in Part 1 & 2 of this letter, all inclusive
 - (g) Tender Document for the setting up of **Climate Change Theatre** at PGSC, at V&PO WADALA KALAN Distt. Kapurthala along with the Tender Documents, all documents inclusive i.e. the said tender and appendix including price schedule, the specifications, Instructions to Bidders (NIT), the Conditions of Contract. Correspondence after the receipt of the tender and Minutes of the pre-bid conference held on 18.08.2011.
2. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
3. The work shall be strictly executed in accordance with the Conditions of the Contract set forth in the documents mentioned in Para 1.
4. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with PGSC that the Contractor shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

5. In consideration of the due provision, execution and completion of the said work, the PGSC does hereby agree with the Contractor that the PGSC will pay the Contractor in respect of the amount for the work actually done by him and approved by the Director, PGSC at the rates given in the schedule of quantities and other sums payable to the Contractor under provisions of the Contract, such payment to be made at such time and in such manner as provided for in the Contract.

AND

In consideration of the due provision, execution and completion of the said work, the Contractor does hereby agree to pay such sums as may be due to the PGSC as per the terms and conditions set forth in the said Contract, and such other sums as may become payable to the PGSC towards loss, damage to the PGSC's equipment, material, construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It shall be specified and distinctly understood and agreed between the PGSC and Contractor that the Contractor shall have no right, title or interest in the site made available by the PGSC for the execution of the work or in the building, structure or the work executed in the said site or in the goods, articles or materials, etc. brought to the said site (unless the same specifically belong to the Contractor) and the Contractor shall not have or deem to have any lien or whatsoever charge for unpaid bill and on this account will not be entitled to assume or retain possession or control of site or structures or materials or equipment and the PGSC shall have an absolute right to take full possession of the site and to remove the Contractor, their servants, agents, representatives, materials, etc. belonging to the Contractor and lying on the site. The agreement is being executed in quadruplicate for facility of reference.

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

Signed and delivered for and
on behalf of the PGSC

Signed and delivered for and
on behalf of
Name and Stamp of the
contractor

IN PRESENCE OF TWO WITNESSES

Witness 1

Witness 2

SCOPE OF WORK

Setting up

Climate Change Theatre

SCOPE OF WORK

Pushpa Gujral Science City (PGSC) is proposing to set up Climate Change Theatre at the Science City, Kapurthala.

Climate change theatre will be a unique experience filled theatre showing film on two screens – flat and dome shaped. Illuminating the static objects and moving objects along with special effects of lightening, as per the videos display and story line of the film.

Climate change theatre will provide the visitors an unforgettable experience aiming to sensitize the audience about the current subject of Climate Change and Global Warming.

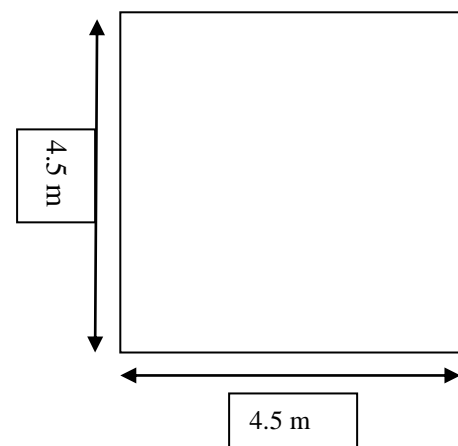
Scope of Work:

Design, Fabrication, Supply and Installation of projection screens , various objects as per given specifications, which are to be synchronized with the video – “CLIMATE CHANGE” by a micro-controller & associated accessories including related civil, electrical and mechanical work etc in dome shaped building required to setup **Theatre** at PGSC Kapurthala.

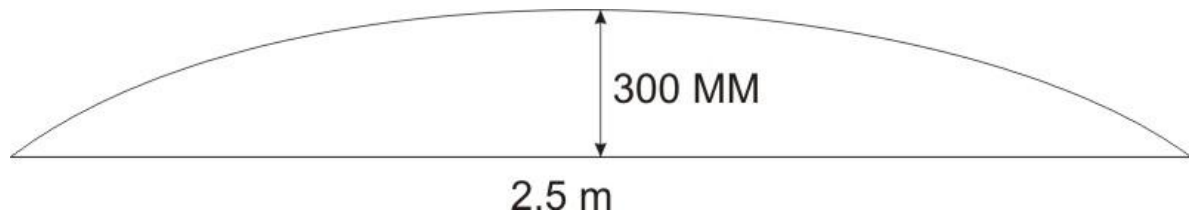
1. SCREENS:

1.1 Flat Screen:

Size: of approximate 4.5 meters x 4.5 meters
The screen should be glass beaded.



1.2 **Dome Shaped Screen**



The screen will be made of fibre glass with smooth outer surface of white colour suitable to act as a screen for the projection of film.

2. **OBJECTS**

2.1 **Bernoulli's Ball Exhibit**

Specification: Size of each Ball – 300 mm diameter; Fiber Glass Molded 3 no.s models of Ball (one – Red & two no.s – Yellow) will be provided for showing molecule of various greenhouse gases. The inflated Balls will be hollow circular, light and soft in nature so that the balls may be lifted up easily by Bernoulli's effect of air pressure.

How to Display: FRP made funnel look base for each ball will be floored well, on which the balls will be placed. The either side of the funnel concealed by the floor, will have a hidden PVC Pipe through which air flow (400 mm water column) from a hidden blower (355W 230V) may create a controlled air pressure ($2.3 \text{ m}^3/\text{minute}$) to lift the ball up and down continuously in different acceleration, as if an animation of 3 no.s balls can be made to demonstrate molecule of various greenhouse gases.

2.2 **Heap of Coal + Petrol dispensing Unit + Gas Cylinder:**

Specification:

2.2.1 Heap of Coal: - Size: Height: 1.22 meters. Made of FRP with fire effect

2.2.2 Petrol Dispensing Unit: - FRP made replica of modern petrol dispensing unit with its complete outlet (flexible PVC pipe & trigger device) will be developed in its real size.

2.2.3 Gas Cylinder: Actual sample of LPG blank Gas Cylinder.

How to Display: The above objects will be placed on 1.8 meter Diameter circular shaped platform.

2.3 Urbanization + Industry + Chimney with Smoke +Electric Tower:

Specification

2.3.1 Urbanization: Size – 1 meter X 2 meters; Fiber glass and acrylic / plastic made model of urbanization would be designed and fabricated showing Multi-storied Buildings, industrial area with chimneys exhausting smoke in the air.

2.3.2 Electric Tower: Size – 3 meters in height with proportionate width; Appropriate size MS angle fabricated static replica of an Electric tower of High-Tension Overhead line (HTOL) is to be designed and provided with proper accessories like – Disc Insulator, Guy Insulator, Shackle Strap, Aluminum Conductor (ACSR) etc.

How to Display: One part of the floor will be developed by FRP and POP made landscape of a modern town with roads, vehicles, industries, buildings etc. During the corresponding commentary, the buildings, street lights, head lights of the car will be illuminated and smoke & fire will be shown through LED animation.

2.4 Deforestation- Cutting of tree by two persons:

Size – Trees (1 No.) – 3 meter in height

Mannequin (2 no's) – Life Size

Specification:

At the part of the floor, FRP and POP made landscape of a green less cracking field showing an effect of deforestation will be developed. A FRP made replica of a tree of 3 meter high approximately is also to be provided on the field-area as the only living representative of plants and two no's of wood cutters (mannequin) of proportionate size are also to be supplied and placed in front of the tree as if, they are cutting the tree with a saw (FRP made replica of saw) in their hands.

How to Display: During the corresponding commentary real-look diorama depicting affects of deforestation and our continuous misuse of trees so as to demonstrate a tragic fortune of our nature.

2.5. Glacier in the year 1970 and Present as periscope:

Specification:

Length – 3 meters; Breadth – 2 meters & Height: 1.20 meters. FRP and POP glacier will be fabricated and painted in such a manner that it looks like a large persistent body of ice. Along the glacier model a flowing of stream will also be designed and fabricated. A portion of the glacier body will be fitted with proper mechanical components, hidden inside the glacier so that this portion may be separated by a pre-programmed way.

How to Display: During the respective commentary some water drop-lets will come down from the ice cap into stream and after a while one segment of the glacier will be shown separating from its main portion, being melted due to global warming and which will be fallen into the stream.

Miniature Submersible Pumps: The submersible pumps which will be placed hidden inside the glacier model, It should have the capacity to lift water up to 3 meters. This highly durable low consumed pump will run in AC 220V, 50 Hz.

Tiny Nozzles for Glacier Model, Cast bronze and brass construction with adjustable top cone.

2.6 Cut view model of Mumbai Showing Marine Drive + Gateway of India; Rising water level and Mumbai getting submerged in the water.

Specification: 3 Sided Transparent Polycarbonate based kiosk of size 1220 mm X 762 mm with a wooden base for the inside water tank. FRP & POP made Water Proof Diorama depicting a curved aerial view of Mumbai's Marine Drive including high rise buildings, highways along the seashore and a replica of the Gate Way of India.

How to Display: During the respective commentary, the model will be shown depicting a cut view of Marine Drive of Mumbai city and its landscapers standing along the curved drive. A proportionate view of Arabian Sea is also to be shown along with the sea-waves, well fabricated so as to make a realistic view.

A submersible pump of 3 meters lifting capacity to raise water sequentially. Timer device & pre-programmable digital controller to drive the pump.

2.7 Growing of Apple Trees at lower altitude and now at higher altitude:

Specifications: Height of the apple tree – 2.50 meters, FRP and POP made contour-landscape of a green-field will be demonstrated with an eye-viewing variation of altitudes with some distinctive variety of flora and fauna. At the lower altitude, there will be two no's FRP made apple trees will be shown standing in dying conditions without any fruits. At the another side of higher altitude, there will be a FRP made apple-tree of 2.50 meters height will be shown living with some apples hanging from its branches.

How to Display: This static model will be highlighted during the respective commentary.

2.8 Royal Bengal Tiger with landscaping of Sunder bans

Specification: Size: 2.5 meters x 1 meter. The FRP model of the Royal Bengal Tiger with a length: 1.22 meter and rest of the dimensions proportionally. A part view of the Sundarban with its distinctive features of models of mangroves, muddy river-bank, covered with hogla-bushes will be displayed along the model of tiger. FRP made muddy river-bank, shown in this model will be designed and fabricated with its special feature of mangrove-roots, coming out from the soil. At the edge of the river bank, a chunk of soil and an uprooted tree-model will also to be shown in this model. Along the river-bank FRP designed water-flowing of the river will also to be fabricated as its sectional view. At a convenient position inside the model, a FRP made replica of the Royal Bengal Tiger

with its textural skin effect by super finish painting is to be fabricated and placed in its walking motion.

How to Display: During the respective commentary, the model will be shown with a wave and water effects-generator along its river banks, as if enormous erosion of soil by the changing route of the river due to global warming has been occurring and cause uprooting of trees & plants.

2.9. Sea life through Scroller + in front of the scroller model of Corals with landscaping of sea bed

Specification & How to Display: FRP made coral reef with its real-look painting works will be developed and placed in front of a scroller as its background showing under-sea environment and fishes in normal environment.

A scroller will be made of aluminium frame with continuous moving picture, printed on backlit translide. A low RPM gear motor will drive the translite. The selective pictures of the affected sea-lives due to massive water-pollution will be scrolled and shown to the visitors as the major effect of global warming. Scroller Size: 1220 mm (Height) X 762 mm (Length) digitally controlled.

2.10 Solar Panel + Wind Mill + Incandescent lights + CFL + LEDs

Specification + How to Display

2.10.1 Solar Panel – Actual size Solar Photo-voltaic module (12V, 75Wp) will be placed at a 25 degree inclination. Beside the demonstration of a real photovoltaic module, there will be also a LED animated boards demonstrating the use of solar panels in generation of electricity.

2.10.2 Wind Power Generator – Height – 2.40 meter ; Blade Dia – 900 mm
Appropriate size of MS angle fabricated tower of a windmill is to be placed. On the top of the tower a FRP made blade with a low RPM gear motor is to be fitted. The motor will be synchronized in such a manner that during the session it will be rotating in low RPM.

2.10.3 Incandescent Lights: 200 Watt Incandescent lamp, 1 No. 14 Watt CFL lamp and 1 No. 5 Watt LED lamp will also to be shown glowing in a synchronized way during the session.

3. EFFECTS

Wave and water rush, thunderstorms and strobe lights.

Artificial wave and water effect generator to demonstrate water wave on the floor. Water-wave generator will consist of 1000 Watt Halogen Lamps – 2 no's, Wave Pattern making Disc, Synchronous 5 RPM gear motor etc.

10 mm thick transparent acrylic sheet will be cut (8 to 10 no's) in sparkling shape of length between 600 mm to 1500 mm, looked like thunderstorms. Chip based thin & high glow LEDs will be fixed along the edges of the cut-section of the sheets to give Lightening effect.

4 no's Strobe lights will also be used to create lightning and thunderstorms.

4. COMPUTER SYSTEM:

4.1 Computer System

- i) Processor- 3.06GHz Intel Core i3
- ii) Mother Board – Intel Original/chip based
- iii) RAM – 4 GB, DDR3
- iv) HDD - 500 GB
- v) Monitor – 19" LCD
- vi) VGA Card – HD Video card with HDMI output – Two no's
- vii) Key Board – Multimedia Supportable
- viii) Mouse – 3 Button, Optical
- ix) OS – WINDOWS XP

4.2 Controlling Hardware Interface:

A Micro-controller based hardware interface will be connected with the main computer through RS232 port/USB port. Hardware will be well interfaced with the software, provided by the tenderer so that it will follow the timeline of the video and actuate the objects and lights with their respective scene/sequence. It will also control the programmable

dimmer device for the **beam lights** according to the scenes. A Relay Board will also to be connected with the controller to interface among the objects driving motors/electrical devices. There will be a provision of manual push-to-on switches to check individual operation of the objects during maintenance works.

4.3 Controlling Software Interface:

The software will be WINDOWS (XP) compatible. It will run the hardware as the desired program mood. Software will be capable to handle two different video output and one hardware interface simultaneously. The timeline can be changed by the operator as per the modified video, if required. Both the video and the hardware interface will be activated from the same window.

5. LIGHTING ARRANGEMENT

(Design and Layout to be got approved before execution)

5.1 Pin Spot Beam Lights:

Quantity: 30 no's (approximate)

Spec.: 12V, 30/50 Watt sealed with built in transformer and two way yoke. Body will be black matt finish with aluminum enclosure.

5.2 High Range Beam Lights:

Quantity: 20 no's (approximate)

Spec.: 230V AC with 250/500 Watt Halogen Lamp with adjustable focus.

5.3 High Glow LEDs:

Quantity: 10 no's (approximate)

Spec.: 0.5/1 Watt LEDs with suitable driver to focus small objects like, water tap, inflated tyre, cloth bags etc.

6. LIGHT HANGING ARRANGEMENT

MS angle fabricated Elliptical shaped (major Axis – 12 Meter, Minor Axis – 8 Meter) light & Projector hanger will be fitted at a height of 4 meter. This hanger will be fixed by 4 no's MS angle fabricated posts of 4 meter height. To make a Triangular cross sections of 300 X 300 X 300 MS angle of 25 X 25 X 5 mm will be used. 4 no's Support posts will be

fabricated by 40 X 40 X 6 MS angle to form triangular cross section of 300 X 300 X 300. The total structure should be robust and sturdy to bear the loads of lights and projectors. Sufficient numbers of bracings (using 25 X 6 Flat MS bar) are to be used to make it stronger.

7. SOUND SYSTEM

One No. Amplifier – 700 Watt, AC/ 36V DC Operation & 6 no's 90 Watt, RMS, Two Way (Stereophonic) Speakers.

7.1 Amplifier 01 Set Type: Two Zone PA Amplifier

Specification:

Power Output	: 500W + 500W Max., 350W + 350W RMS at 10% THD 300W + 300W RMS at 5% THD, 280W + 280W RMS at 2% THD
Output Regulation	: ≤ 2 dB, no load to full load at 1kHz
Input Channels	: Mono 2 × 200mV/100kΩ Stereo L/R 200mV/100kΩ, Line L/R 1V/50kΩ
Frequency Response	: 50-15,000Hz ±3dB
Signal to Noise Ratio	: 60dB
Tone Controls	: Bass: ±10dB at 100Hz, Treble: ±10dB at 10kHz
Outputs Line	: L/R 1V/1kΩ
Speaker Outputs	: 4Ω, 8Ω, 70V& 100V for each zone
Power supply	: A C: 220-240V 50/60 Hz DC: 36V (3×12V Car Battery)

7.2 Speakers – 06 Sets

Type: Two Way (Stereophonic) compact PA wall Speaker 90 Watt

Specification:

Input Power	90W RMS
Power Taps	90W, 90/60/30W
Impedance/Voltage	8Ω, 100V

Frequency Response	55-20,000Hz
SPL at 1kHz (1W/1m)	90dB
Speaker	Woofer 200mm (8") Tweeter 25mm (1")

8. PLY-WOOD PLATFORM

Oval shaped platform made of 19 mm thick ply board rested on mild steel (MS) angle iron structure (50mm x 50mm) at a grid of 610 mm X 610 mm. The platform will be inclined. The backside height will be 640 mm and Front height would be 183 mm. Total Area of the stage is approximately 64.80 square meters.

9. PROJECTOR'S SPECIFICATION and LENS ATTACHMENT SYSTEM

The two projectors are not in the scope of work of the bidder. However, the bidder will provide the requisite specifications for the projectors. Successful Bidder will also make / provide the lens attachment system for the projector on the Dome Screen.

GENERAL MATERIAL DESCRIPTION:

The fabrication of models of the above cited objects/exhibits would be made by the following materials/components maintaining the standard quality, as specified below:

- 1. Fibre Glass modeling** – all FRP items are to be moulded with proper fibre glass reinforcement. The minimum thickness shall be 3mm. and for load bearing surface 6 – 9 mm with sufficient reinforcement. Following materials shall be used:
 - a) Fibre glass chopped strand (matt) -450gm/m²
 - b) General purpose (G.P) polyester resin
 - c) Fiberglass woven roving – density 610gm/cc
 - d) Hardener Catalyst 2% conc. and accelerator for setting.
 - e) For painting best quality pigments of specific colour to be used.
- 2. PVC Items** – (Sheets / Tube / Rod) Heavy duty thick wall Oriplast Make.

3. **Acrylic materials** – Clear transparent, various colours, resistant to scratch
4. **Polycarbonate materials** – Clear transparent, resistant to scratch
5. **Laminate Sheet** – 1mm thick, with high resistivity to abrasion, high color fastness, uniform and superior sanding for best bonding power with substrates, conforming to international standards as set by ISO 4586-1 and IS 2046
6. **Glass Sheet** – Float glass, free from wave, straight in edge, 6mm, 9mm, 12mm, cut to size, edges nicely ground, bevelled wherever necessary, frosted designs in places.
7. **Anodized Aluminium Sections** – All aluminium items used for external decorative or framing purposes to be anodized on scratch free aluminium as per required colour shed. The thickness of anodized coating will be 15 – 20 micron.
8. **Extruded aluminium sections** for mounting temporary exhibitions, alloy HE 9WP (IS 733 1975), with \pm 0.25mm tolerance, twist less than 0.5mm per 300mm, deviation from straightness less than 1.5 mm per mt, scratch free smooth finish, with 15-20 micron self colour anodized coating.
9. **Teak Wood sections**– well-seasoned, without sap and knot, straight in edge timbers – framework of following dimensions:
10. **Ply Board** – Treated for anti termite
11. **Flexible Ply** -- Treated for anti termite
12. **Painting** –
 - a) Synthetic Enamel or Plastic Emulsion paints are to be used for indoor exhibits.
 - b) Paints on wood/ply surface are to be applied after giving two coats of wood primer and thereafter smoothly finishing the surface.
 - c) Painting in metal surface has to be done after applying two coats of anti corrosive metal primer, and then anti corrosive epoxy paint

OTHER WORKS

- PGSC will provide mains electric supply at one point in the building. Contractor will design, select, supply and install the lights for illuminating the **Theatre** corresponding to the events in an aesthetic manner.

- Associated accessories required, if any, to complete the above work would be arranged by the Contractor at his own cost.
- Contractor shall arrange for transportation, loading and unloading and safe storage of material at site at his own cost.
- TO GET THE CLEAR IDEA OF THE WORK AGENCIES ARE REQUESTED TO VISIT THE SCIENCE CITY, KAPURTHALA TO SEE THE SITE AND THE MODEL PREPARED BY THE SCIENCE CITY, WHICH HAS TO BE REPLICATED IN THE BUILDING.
- The work also includes free service and maintenance of **Theatre** for Defect Liability Period.
- All Civil, electrical and mechanical work (machines, equipment, pumps etc) as required for the setting up of the **Theatre** shall have to be done by the Contractor.
- Such works, not listed in the schedule of work but required for completion of the project is deemed to have been included in the scope of this bid.
- Matters not covered by the specifications given in the contract, the relevant Indian Standard Codes and BIS shall prevail. If the Company is following any other International Standards, a copy of those standards along with the Tender Document should be submitted for the approval from the PGSC. If such codes on a particular subject have not been framed, the decision of the PGSC shall be final and binding.
- The work shall be carried out under the direction and supervision of the PGSC, Kapurthala. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instruction for carrying out the work.
- PGSC decision with regard to the quality of the material and workmanship will be final. Any material rejected by the PGSC shall be immediately removed from the site of work by the contractor at his own cost and risk without any compensation within two weeks of instruction issued by PGSC. If such rejected material are not removed from the site within two weeks it will be disposed off by the PGSC and proceeds realized if any there of credited to the contractor.
- The entire work shall be performed on turnkey basis. Any minor item(s) not included in the schedule of work shall have to be supplied by the contractor without any extra cost.

- **The Employer (PGSC) reserves to itself the right of omitting altogether any item of work at the time of award of the work or at later date and the contractor shall not be entitled for any compensation due to this omission.**

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. Sealed Tenders in three parts are invited for the work of setting up "**Climate Change Theatre**" on turnkey basis involving Design, Fabrication, Supply and Installation of equipments & associated accessories including related civil, electrical and mechanical work etc required to setup **Climate Change Theatre** in the Dome Shaped building at PGSC Kapurthala.
2. No tender document other than those issued by PGSC shall be treated as valid.
3. The offer should be submitted in three separate envelopes.

Part – I (Envelope - I) : Containing Earnest Money Deposit (EMD) +Tender Document Cost of Rs. 1000/-, if downloaded from website.

Part – II (Envelope - II) : containing Technical Bid

Part–III (Envelope - III) : containing Financial Bid

4. The procedure for submitting the tender shall be as under: -
ENVELOPE – I: super scribed "**EARNEST MONEY DEPOSIT**" should contain Earnest Money Deposit in the form of Demand Draft + Tender Document Cost of Rs. 1000/-, if downloaded from website.

ENVELOPE - II: super scribed "**TECHNICAL BID for Climate Change Theatre at PGSC, Kapurthala**" should contain

- Company Profile
- Signed and Stamped Tender Document
- Other related Documents

The details of the above items for submission are given in the following sections.

ENVELOPE III: super scribed "**FINANCIAL BID FOR Climate Change Theatre at PGSC, Kapurthala**" should contain only the price bid. The price bid shall be opened on the date and time as decided by the Committee to be constituted by the PGSC for this purpose.

5. The procedure of opening the tender shall be as follows:

- In first instance, Envelope – I will be opened, bids without the requisite Earnest Money shall be out rightly rejected and Envelope II and III shall not be opened.
- Agencies which have submitted the requisite Earnest Money, their Technical Bids (Envelope – II) will be opened by the Technical Evaluation Committee. Based upon their profile like relevant experience of the Agencies, organizational structure, key officials and their professional experience, TEC will give scores / marks.
- In the next phase, 3 top scoring agencies in the Technical Score will be called for presentation. The Envelope - III (Financial Bid) of those who do not qualify will not be opened.
- Three top scoring agencies would give presentation before the Presentation Evaluation Committee (PEC). The presentation will be broadly based on understanding scope of work, methodology and work plan to execute the work and glimpses of previous similar work done. The PEC will give scores / marks for the presentations made by each Agency.
- The Financial bids of the 3 Agencies will be opened by Financial Bid Evaluation Committee (FEC). The financial bids will be opened and score / marks will be given by the FEC.
- The overall scores will be calculated by adding Technical Score, Presentation score and Financial Score.
- The Agency achieving the highest overall score will be considered for award of work.

The details are given under Section D: SELECTION CRITERIA.

All the envelopes mentioned above should be submitted in a larger envelope double-sealed cover, super-scribing the Tender for the work of setting up **Climate Change Theatre** at Pushpa Gujral Science City within due date.

A. PART – I: EARNEST MONEY DEPOSIT (EMD)

1. The EMD of **Rs. 50,000/- (Rupees Fifty Thousand only)** is to be paid through a Demand Draft drawn in favour of **Pushpa Gujral Science City** payable at **Kapurthala** and issued by any nationalized bank or scheduled bank.
2. Tender submitted without the Earnest Money will be summarily rejected.
3. The earnest money deposited with PGSC will be refunded to the unsuccessful after finalization of the award of work as per terms & conditions of the contract.
4. In case of successful Tenderer, the Earnest Money will be retained as part of the Security Deposit/ Retention Money for satisfactory execution of the contract.
5. A tender once submitted shall not be withdrawn within a period of Four (4) months from the last day of receipt of the tenders. In the event of a Tenderer withdrawing his tender before the expiry of four months from the date fixed for receiving the tender, his tender would be cancelled and the Earnest money deposited with the Pushpa Gujral Science City will be forfeited.
6. No interest can be claimed for the deposit of earnest or Retention money / security money, which will be lying with Pushpa Gujral Science City.
7. Tenderer or their authorized Representative, whose tender is accepted, shall within two week's from the date of intimation to that effect shall execute formal contract in quadruplicate in the prescribed format. Requisite stamp paper for execution of the contract shall have to be purchased by the successful tenderer at their cost.
8. Unless the Contractor whose tender is accepted signs contract agreement within 15 days of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
9. If after opening the tenders, a Tenderer revokes his tender or increases his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instructions of PGSC, the Earnest Money deposited by him will be forfeited.
10. EMD would be forfeited if the successful Tenderer fails to commence and carry out the work as per terms & conditions of the Tender Document.

B. PART – II: TECHNICAL BID

Technical bid must contain the following:

- I. Company Profile
- II. Signed and Stamped Tender Document
- III. Other related Documents

I. COMPANY PROFILE

Intending Tenderers must have the experience of executing similar type of work. Experience in fabricating work of similar nature for any Government / Government Undertaking Organizations will be given preference. The following documents must be enclosed along with the offer:

1. Power of Attorney in the name of the person, who has signed the Tender Document.
2. In case, a tender is being submitted by a Firm, it must be signed by a member or members of the Firm having legal authority to do so, and if called for, legal documents in support thereof as also of the fact that the Firm is registered under the Indian Partnership Act be produced. In case of a joint family business, the names, addresses and descriptions of the joint family should be mentioned and satisfactorily established. Signature will indicate acceptance of the contents of those tender papers by the Tenderers.
3. Copies of Testimonials/Certificates etc. regarding past experience of the similar work done by the Tenderer.
4. **Agencies who had earlier done any job / work for Pushpa Gujral Science City in the past have to compulsorily submit a Certificate of Satisfactory Performance otherwise tender will be rejected.**
5. Photographic reference of earlier works carried out by the Tenderer
6. Details of establishment, infrastructure, machines / equipment and human resources of the firm.
7. Copies of bio-data of persons constituting the Design Team and heir profile and experience.
8. Sales, Service Tax and VAT (if applicable) Registration Certificates.
9. Income Tax, PAN / TAN number and copy of last filed IT return.

10. Copies of Balance Sheet for the last 3 years.

II. Tender Document

1. All entries in the tender documents shall be in one ink. Erasing and over writings are not permitted. The concerned tenderer with proper indication of the name, designation and address of the signee should duly sign all pages including cancellations and insertions.
2. Tenderers shall fill in all required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached thereto before submitting their tender.
3. Should a tenderer find discrepancies or omissions in the drawings attached to the tender document or in doubt as to their meanings, he should at once address to the authority inviting the tender for clarifications during pre-bid meeting. Every endeavor is made to avoid any error which can materially effect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
4. In the event of tender being submitted by a firm, the tender be signed separately and legibly by each partner or member of firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the later case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender.
5. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tender which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
6. The PGSC reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
7. Before submitting the tenders, the firms are advised to inspect the site of work and its environment and make necessary investigation in regard to

communication facilities, source of dry connection, power connection and other important points and site conditions etc in carrying out the work in accordance with the specifications, conditions of contract, the actual working and other prevailing conditions, position of material and labour etc. **If they feel any difficulty, it may be brought to the notice of PGSC immediately and before the Pre-bid Meeting. They should be well versed with the PGSC Kapurthala and General conditions of contract.**

8. The tenderer shall specially note that it is tenderer's responsibility to provide any item which is not specifically mentioned in the specifications or drawings, but which may be necessary to complete the work.
9. Any bid received after the deadline for submission of bids shall be rejected or returned un-opened to the Tenderer.
10. Tenders submitted by post / Courier should be posted with due allowance for any delay in postal delivery. PGSC shall not be responsible for any delay due to any reasons in the transit. Tenders received after the due date and time of opening tenders shall be rejected.
11. If the Tenderer deliberately gives wrong information in his tender, then PGSC Administration reserves the right to reject such tender at any stage.
12. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
13. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special conditions shall prevail.
14. The contractor's responsibility under this contract shall commence from the date of receipt of the acceptance of this tender.
15. If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the PGSC may at their discretion cancel such tender. If a partner of the firm expires after the submission of the tender or after the acceptance of the tender PGSC Administration may cancel such tender at their discretion unless the firm retains its character/s.
16. The PGSC Administration will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

III. TECHNICAL PRESENTATION

Tenderer may be required to make a Technical presentation before an Expert Committee on the following:

1. Understanding of Scope of work.
2. Methodology and Work Plan for execution of work
3. Glimpses of the similar previous work undertaken.
4. Layouts of the various objects in the theatre as per the drawing.
5. Any other feature the Tenderer deems appropriate for presentation.

A soft and hard copy of the proposed presentation should be submitted at the time of presentation.

IV. OTHER DOCUMENTS

Tenderers can attach any other documents to show his / her strengths for completing the project.

C. PART – III: FINANCIAL BID

1. The tenderer should submit price bid duly signed on the original Financial Bid as per the given proforma attached with this tender document. Anything with regard to financial condition, payment terms, rebate etc. mentioned in financial bid may make the tender invalid. Therefore, it is in the interest of the Tenderer not to write anything extra in part-III except price. Also, no conditional tender will be acceptable.
2. The envelope shall be addressed to the Director General, Pushpa Gujral Science City, S.C.O. NO. 60-61, 3rd Floor, Sector-34-A, Chandigarh super scribed with **“FINANCIAL BID FOR SETTING UP Climate Change Theatre at PGSC, Kapurthala”**.
3. Rates should be quoted in figures as well as in words in Indian currency only and in English.
4. In case the rates quoted in figures differ from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the Tenderers.

5. In quoting their rates, the Tenderers are advised to take into account all factors including fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
6. The prices quoted shall be fixed & firm in all respects.
7. The price should also be inclusive of transportation of materials to the site and loading & unloading etc.
8. The contractor shall arrange security for storage of their material to avoid any theft or losses during execution of work. PGSC, in no case, shall be responsible for providing any security for the materials & equipment lying at site during execution of work.
9. The Tenderer should quote their rate including all related and necessary expenditure involved in designing, fabrication, transportation and installation of the items and all the connected civil and mechanical works etc if any for setting up the **Climate Change Theatre** on turnkey basis.
10. Any or all taxes applicable on the said work are to be quoted in the Financial Bid. No taxes other than the indicated in the Financial Bid will be paid by the PGSC.

D. SELECTION CRITERIA

The overall score of the Agencies (Technical, Presentation and Financial) will be calculated as under:

I. TECHNICAL SCORE (S_T): MAXIMUM MARKS: 40

The criterion for evaluation of Technical proposal submitted by the Agencies is as follows:

	Evaluation Criteria	Maximum Marks 40	Tenderer to submit following documents the Technical Bid.
1.	Past Relevant Experience	20	<ul style="list-style-type: none"> ➤ Satisfactory Completion Work / Experience Certificates. Attach copies ➤ Photographic Reference of earlier relevant works such as dioramas, fibre glass models, exhibits
2.	Number and Profiles of Personnel constituting the Design team	10	Copies of CV of persons Constituting the Design team and their profiles and experience.
3.	Average Financial Annual turnover for	05	Last 3 years balance sheets, attach copies

- of his failure to execute the contract, earnest money deposited by him shall be forfeited.
2. Tenderer or their authorized Representatives, whose tender is accepted, shall within two week's from the date of intimation to that effect shall execute formal contract in quadruplicate in the prescribed format. Requisite stamp paper for execution of the contract shall have to be purchased by the successful tenderer at their cost
 3. No payment shall be made for the work done before the signing of the contract agreement.
 4. Following documents shall be deemed to form and be read and construed as part of the contract:
 - a. Instructions to Tenderers
 - b. Form of Agreement
 - c. Conditions of Contract
 - d. Form of Tender
 - e. Scope of Work
 - f. Specification Document
 - g. Priced schedule of quantities with accepted rates
 - h. All correspondence, by which the contract is added or amended, varied or modified in any way, by mutual consent.
 5. Acceptance of Lowest tender is not obligatory and the Pushpa Gujral Science City reserves the right to reject any or all the tenders received without assigning any reason.
 6. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.
 7. No variation in rates of Design, Concept, agreed specifications, materials and labour will be entertained.
 8. No tender bid will be considered unless the tender documents are fully and completely filled in. All information that may be asked from a Tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulation counter to those laid down therein or in other tender documents, will be liable to rejection at the time of opening or during subsequent scrutiny. No tender based on alternative design shall be

entertained and tender with alternative design / design shall be summarily rejected.

9. Person or firms tendering are requested to visit and inspect the site and thoroughly acquaint themselves with the conditions, availability of space and other factors relating to the work and shall allow in his tender for any special difficulty which may not be mentioned in the specifications. No extras, in any circumstances, will be entertained by the Employer in this respect. The tenderer may provide in his tender for transport, erection, maintenance, running expenses including fuel or power and ultimate removal of the plant and equipment and storage for materials and removal of rubbish, freight and other charges and also shall allow for in their tenders for any special difficulties in carrying out the work including police restriction for transport although these may not be mentioned in the agreed specifications.
10. The payment will be made to the contractor according to the executed and measured items of work, which are approved/ accepted as per the schedule of Quantities. Nothing extra shall be paid for the wastage of material, labour and the rejected items of work.

We have read all the conditions, specifications and scope of work and fully understand their significance and importance.

Witness

Tenderer's Signature with Seal

Name:

Name:

Address:

Address:

Date:

Date:

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS

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

Employer / PGSC / Purchaser	shall mean the Pushpa Gujral Science City Society, Kapurthala, Punjab registered under the Societies Registration Act and shall include their assignees and successors and administrators.
Contractors / Bidder / Tenderer / Agency	shall mean M/s. and shall include their assignees and/or successors his/their heirs and administrators and also includes the contractor's authorized personal representatives, successors and permitted assigns.
Site	shall mean the site of Contract works located in Pushpa Gujral Science City, Kapurthala, District Kapurthala, Punjab, including any building and erections thereon or any other land allotted by the Employer for Contractor's use.
Contract	this Contract shall mean the Conditions of Contract, instructions to tenderers, form of tender, the specification, schedule of quantities and rates and the drawings attached hereto and signed.
Notice in Writing	all written notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
Act of Insolvency	shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, 1909 or the Provincial Insolvency Act 1920 or any amendments of the said Acts.
Director General	shall mean the Director General, Pushpa Gujral Science City or any other officer in his place.
Director	shall mean the Director of Pushpa Gujral Science City or any other officer of the Pushpa Gujral Science City in his place.
Engineer-In-Charge	shall mean the Executive Engineer, Pushpa Gujral Science City for the purpose of control and supervision of the work and to issue instructions.
Equipment	means and includes machinery, apparatus, material, articles and things of all kinds to be provided under the contract, which will form part of the permanent works.

Work / Works / Permanent Works	means the work to be executed and includes all equipment and works to be provided in accordance with contract.
Contract Price	is the sum based on the form of tender as defined in the agreement
Final Contract Price	means the aggregate of the contract price. The amounts payable to the contractor in accordance with clause of the general conditions. The amounts payable to the contractor in respect of work after deduction of any amounts due to by the contractor in accordance with the contract
Temporary Works	means all temporary work of every kind required in or about the execution, maintenance or completion of the work but not forming part of the permanent work.
Drawings	means the drawings referred in the specification and any modification of such drawings approved in writing by the PGSC and such other drawings as may be furnished or approved in writing by the PGSC from time to time and drawings referred by the supply along with the drawings.
Approved	means approved in writing, including subsequent written confirmation of previous verbal approval and (approval) means approval in writing including as aforesaid.
Specified	means as stated in any part of these general and special condition of contract and the associated technical specifications.
Taking Over	signifies that construction; fabrication, erection, performance tests and adjustments have been satisfactorily completed.
Warranty Period	is the period following taking over during which the contractor guarantees the works against defects in design material and workmanship
Award / Accept / Letter of Intent	means the official notice issued by the PGSC notifying the contractor that his tender has been accepted.
Writing	includes any manuscript, typewritten or printed statement, under seal or hand.
Specifications	means "Technical Specifications" and the drawings forming part of this document.
Commissioning	means those activities embraced in the period from completion of construction to take over.

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

2. WORKING CONDITION

- 2.1 The PGSC or its representative will have authority to change shape, size or orientation and colour of model. These changes will have to be carried out by the Contracting Agency at no extra cost.
- 2.2 The contractor has to work under the guidance / Supervision of the officer(s) authorized by the Director General, PGSC.
- 2.3 Approval of the PGSC authorized representative(s) will have to be obtained in writing, for each component / Item / Material to employed in the fabrication of exhibit. The standard quality of materials / components and ISI marked, wherever applicable, will only be allowed for use in the fabrication.
- 2.4 The contractor will have to maintain the time schedule of the work, as per the date of issues of intent.
- 2.5 The contractor shall abide by the labour laws
- 2.6 All light and heavy machinery required for the work shall have to be arranged by the contractor on his own.
- 2.7 Contractor shall provide and employ sufficient number of qualified technical men for supervision of all aspects of the work.

3. USE OF CONTRACT AND INFORMATION

- 3.1 The tenderer shall not, without the PGSC's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract. Disclosure to any such employed person shall be made in confidence and to the extent only so far as may be necessary for purpose of such performance.
- 3.2 The tenderer shall not, without the PGSC's prior written consent, make use of any document or information except for purposes of performing the contract.

4. PATENT RIGHTS AND ROYALTIES

- 4.1 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 part thereof.
- 4.2 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.

- 4.3 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.

5. TECHNICAL SOUNDNESS OF WORKS

The Contractor/ Agency shall be solely responsible for the technical and structural soundness at the time of handing over of all works executed by the Agency including that of sub-contractors, specialists or consultants, if any, employed by the Agency. The Contractor shall also ensure that all the works are carried out strictly in accordance with the approved Concept and agreed specifications. All structural and electrical jobs carried out as a part of the display shall be in accordance with the local relevant laws, rules and safety regulations, etc. in force to avoid any mishap or accident or fire due to any defective workmanship.

6. INSPECTIONS AND TESTS

The PGSC or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The PGSC shall notify the supplier in writing about the identity of any representative retained for these purposes.

The inspection can be carried at any time of the contract but at following stages the contractor has to take the approvals from PGSC and if needed, modifications or alterations should be done as per recommendations of PGSC.

Layout of Objects

- The successful bidder will be required to prepare a model of the theatre showing layout of the various objects and placement of the various other equipment and accessories before starting the work at site.
- Approximate Size for the model: 1 meter dia.

Models

- Real size models made with clay has to be approved and inspected by PGSC
- Models made with FRP has to be approved and inspected by PGSC

Lighting Arrangement

- Design and Layout to be got approved before execution

General

- Project is completed in totality with all the associated works of lighting etc as defined in the scope of work.

Should any inspected or tested goods fail to conform to the specifications, the PGSC may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications requirements free of cost to the purchaser.

7. TIME OF COMPLETION

The installation/commissioning work at the **Climate Change Theatre** at Kapurthala is to be completed in all respect within time schedule. The contractor shall plan the work in such a manner that the work is not hampered due to rain. It may be clearly understood that time is the essence of the tender document/letter of intent.

8. TIME SCHEDULE

- 8.1 Contract time: The time of completion of the work would be **5 (Five) months** from the award of work.
- 8.2 Commencement of works: The Contractor shall immediately commence the work on award of letter of intent.

- 8.3 Time is the essence of the contract and contractor shall undertake to complete the work within stipulated time.
- 8.4 The contractor shall have complete control of the works and shall effectively direct and supervise the work so as to ensure conformity with the contract documents and completion of the work within the time stipulated. He shall be solely responsible for construction means, and methods, techniques sequences and procedures and for coordinating various parts of the work, whether performed by him or by any sub-contractor.
- 8.5 The contractor shall adhere closely to the approved schedule, closely monitor progress of work, promptly report the delays and submit catch up action plans to make good such delays to the Engineer-in-charge, PGSC.

9 DELAYS

- 9.1 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, PGSC for extension of time, setting out the reasons for delays sought to be condoned:-
- a. 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.
 - b. Act of god or Force Majeure, i.e. a situation arising out of any occurrence totally beyond the control of the contractor, and explicitly excluding consequences of actions of the contractor or his staff or agents.
 - c. Forced closure of the works by a general political strike and unrest not related to contractor's labour or personnel.
- 9.2 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.
- 9.3 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.

10. COMPENSATION FOR DELAY

- 10.1 The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and the contractor shall pay as Liquidated Damages and not by way of penalty an amount equal to **one percent** of accepted Tender for **every week** or **part of a week** that the work remains uncommenced or **unfinished after** the expiry of the completion date.
- 10.2 Provided always that the entire amount of compensation to be paid under the provisions of the clause shall not **exceed ten percent** of the value of the accepted Tender. Director General, PGSC may on representation from the Contractor reduce the amount of compensation and his decision in writing shall be final.

11 DELAYS IN COMMENCEMENT

- 11.1 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government controlled or other material.
- 11.2 The contractor should inspect the source of material, their quantity and availability.
The material must strictly comply with the relevant specifications attached.
- 11.3 The contractor must co-operate and co-ordinate with other contractors involved in other works on the site. The contractor shall also note that they shall have to clear the site of vegetation debris, etc. before the commencement of work and after the completion of the work and that no extra payment is permissible on this account.

12. BREACH OF CONTRACT LEAVY OF DAMAGES.

The Engineer-in-Charge may, without prejudice to other rights and remedies, under the provisions of the contract or otherwise after issuing a notice, in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of ten percent of the amount of the

contract or the amount available with PGSC ,whichever is less, if the contractor commits breach of the contract under any clause of the contract, or in any of the following cases:-

- (i) If the contractor suspends the execution of the work and in spite of having been given a notice in writing by the Engineer-in-charge fails to resume the work within ten days of the issue of the said notice,
- (ii) If the contractor, having been given a notice in writing by the Engineer-in-Charge, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an insufficient, improper, unworkman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- (iii) If the contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (iv) If the contractor commits any of the acts or defaults mentioned in **clause 22 and 32** thereof, his contract shall be terminated.

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

13. LIABILITY OF CONTRACTOR/AND POWERS TO TAKE OVER AND DISPOSE OFF CONTRACTOR PLANT

In any case, in which any of the powers conferred upon the Engineer-in-charge by clause 12 hereof shall have become exercisable and these shall not be exercised, the non-exercise there of shall not constitute a waiver of any of the conditions here of and such power shall, notwithstanding, be exercisable in the event of any future case of default on the part of the contractor, for which by any clause or clauses, here of, he is declared liable

to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Engineer-in-Charge putting in force all or any of the tools vested in him under the preceding clauses, he may, if he so desires, after giving a notice in writing to the contractor take possession of any or all tools, plants, materials and stores in or upon the works or the site thereof belonging to the contractor or produced by him and intended to be used for execution of the work in any part hereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by Engineer-in-Charge, whose certificate thereof shall be final. Otherwise the Engineer-in-Charge may, by giving a notice in writing to the contractor or his agent at the site of work require him to remove such tools, plants, materials or stores from the premises within the time specified in notice. In the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may get them removed at the contractor's expense or sell by auction or private sale on account of the contractor and at his risk in all respects. The certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and expense of any such sale shall be final & conclusive against the contractor.

14. COMPLETION OF WORK AND MEASUREMENT

- 14.1 All work shall be carried out according to approved and (or) specified dimensions. Measurements will be restricted to these approved and (or) specified even the contractor for his convenience exceeds the dimensions.
- 14.2 On completion of the work, the Contractor must submit the following documents:
- 14.3 A copy of the working drawing showing thereon all addition and alternations in the process of execution, and
- 14.3.1 All technical details, circuit diagrams etc. of all exhibits.
 - 14.3.2 Users Manual.
 - 14.3.3 Bills of Material.
 - 14.3.4 List of Spare parts. If any
 - 14.3.5 List of Suppliers / Vendors for the equipment such as lights.

- 14.3.6 Deviation Statement, if any.
- 14.3.7 Handing over- Taking Over memo
- 14.3.8 Work Completion Certificate
- 14.3.9 Guarantee Certificate

15. PAYMENT SCHEDULE

- 15.1 No Advance payment will be made at the time of release of the order
- 15.2 First installment of running payment of **10%** of the contracted cost could be considered after 25% satisfactory completion of the total work at the site.
- 15.3 Second installment of running payment of **20%** of the contracted cost could be considered after 50% satisfactory completion of the total work at the site.
- 15.4 Third installment of running payment of **20%** of the contracted cost could be considered after 75% satisfactory completion of the total work at the site
- 15.5 Fourth installment of running payment of **25%** of the contracted cost could be considered after 90% satisfactory completion of the total work at the site.
- 15.6 Fifth installment of final payment of **25%** of the contracted cost will be considered after 100% satisfactory completion of the total work at the site.
- 15.7 **Ten %** of each installment of payment will be deducted and retained as Retention Money for Defect Liability Period. This 10 % amount will be released after expiry of Defect Liability Period or after receipt of Bank Guarantee of equivalent amount valid for Defect Liability Period. The performa for Bank Guarantee is enclosed at *Annexure-I*
- 15.8 TDS and / or any other tax will be deducted as per rules.

16 DUTIES AND TAXES

- 16.1 All the taxes and duties- custom duty, excise duty, trade tax, C.S.T. local taxes, Income Tax, Surcharge on Income Tax, Service tax, Labour Cess etc. applicable is to be indicated in the Financial Bid.
- 16.2 **No Taxes and Duties other than indicated in the Financial Bid will be paid by the PGSC.**

17 DEDUCTIONS

Income tax and sales tax / VAT in the form of work contract tax and Labour Cess will be deducted at source as per rules.

18 RETENTION MONEY

Retention Money shall be equivalent of 10% of the contracted value. Earnest money deposited by the Agency shall be considered as part of this Retention Money.

19. REFUND OF RETENTION MONEY

Retention Money will be refunded after the expiry of Defect Liability Period or after receipt of Bank Guarantee of equivalent amount valid for Defect Liability Period.

20 DEFECT LIABILITY PERIOD

- 20.1 One year after the successful completion of the work including removal of temporary scaffolding and removable materials and commissioning.
- 20.2 After the work has been completed it will be thoroughly inspected by the PGSC and defects if any will be pointed out to the Contractor/ Agency for rectification.
- 20.3 In case the work is not carried out in accordance with prescribed specifications or is not considered to be of the required standard or is not completed within the prescribed time limit, it will be open to PGSC to get the work done from other sources.
- 20.4 In the event of the Agency winding up its business whether voluntarily or compulsorily or making compensation or arrangements with its creditors or in case any proceedings under Insolvency Act is taken against them or a receiver of their business is appointed or failing to observe and perform any of the provisions of this agreement or is in opinion of PGSC not satisfactory proceeding with the work or unsatisfactorily completes the work, the PGSC shall have the right to terminate the work forthwith without prejudice to any other rights or remedies.

21. WARRANTY

- 21.1 Warranty Period: will be same as Defect Liability Period or more if as provided by the manufacturer of the equipment. Certificate of Warranty to

- be provided at the time of handing over the completed work by the tenderer as well as from the original manufacturers of the equipment wherever possible.
- 21.2 The Tenderer warrants that the Goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The tenderer further warrants that the goods erected under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design of material is required by the PGSC's specifications) or from any act or omission of the tenderer, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.
- 21.3 This warranty shall remain valid as specified after the goods, or any portion thereof as the case may be, have been erected and commissioned.
- 21.4 The PGSC shall promptly notify the Tenderer in writing of any claims arising under this warranty.
- 21.5 Upon receipt of such notice, the tenderer shall, with all reasonable repairs or replace the defective Goods or parts thereof, without cost to the PGSC.
- 21.6 If Tenderer fails to remedy the defect(s) within a reasonable period, the PGSC may proceed to take such remedial action as may be necessary, at the Tenderer's risk and expense and without prejudice to any other rights which the PGSC may have against the Tenderer under the contract.

22. TIME - THE ESSENCE OF CONTRACT

- 22.1 The time and the date of completion of the Work as stipulated in the Award Letter shall be deemed to be the essence of the contract. The supplier shall so organize his resources and perform his work as to complete it not later than Contract time period.
- 22.2 The supplier shall submit a detailed PERT network / bar charts within the time frame consisting of adequate number of activities covering various key phases of the Work such as design, procurement manufacturing, shipment and field erection activities within 15 (fifteen)

days after the date of acceptance of Notice of Award of Contract. This network shall also indicate the interface facilities to be provided by the Purchaser and the dates by which such facilities are needed. Supplier shall discuss the network so submitted with the PGSC, Kapurthala Administration and the agreed network, which may be in the form as submitted or in revised form in line with the outcome of discussion shall form part of the contract to be signed within 15 (fifteen) days from the date of the acceptance of Notice of Award of contract. During the performance of the contract, if in the opinion of the PGSC proper progress is not maintained suitable changes shall be made in the Supplier's operations to ensure proper progress.

- 22.4 The above PERT network shall be reviewed and the Supplier, as directed by the PGSC, shall submit periodic review report.

23 SUPERVISION

All the work shall be carried out under the direction and according to the satisfaction of PGSC or its representatives. The Supplier shall be responsible for the correctness of the positions, level dimensions of the work according to the drawing not with standing that he may have been assisted by the PGSC in setting out the same.

24 PACKING & FORWARDING

- 24.1 Contractors, wherever applicable, shall after proper painting, pack and crate all equipments in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.
- 24.2 The contractor shall notify the PGSC of the date of each shipment, and the expected date of arrival at the site.

25. DEMURRAGE, WHARF AGE ETC.

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

26. TRANSPORTATION

The tenderer is required under the contract to deliver the goods at the project site.

28. INCIDENTAL SERVICES

The Contractor is required to provide all the following services:

- 28.1 Performance or supervision of on site assembly and/or start up of the supplied goods.
- 28.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods.
- 28.3 Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied goods, if any.
- 28.4 Performance or supervision or maintenance and/or repair of the supplied goods,
for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligation under this contract.
- 28.5 Price charged by the supplier for the preceding incidental services, shall stand included in the contract price for the Goods.

29 TOOLS & TACKLES

The contractor shall provide all reliable tools & tackles for proper execution of work. PGSC shall in no way, responsible for supply of any tools & tackles for implementation of the work.

30 CHANGE ORDERS

- 30.1 The PGSC may at any time, by a written order given to the tenderer make changes within the general scope of the contract in any one or more of the following:
 - a. Drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the PGSC.
 - b. The method of transportation packing.

- c. The services to be provided by the Tenderer.
- 30.2 If any such change causes an increase or decrease in the cost of or the time required of, the Tenderer's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or commissioning schedule or both, and the Contract shall accordingly be amended. All claims by the Tenderer for adjustment under this clause must be asserted within thirty (30) days from the date of the tenderer's receipt of the PGSC's change order.

31 SUBCONTRACTS

The tenderer shall notify the PGSC in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the tenderer from any liability or obligation under the Contract.

32 USE OF COMPLETED PORTIONS:

- 32.1 Subject to "Contract Time" above the PGSC shall have the right to take possession of any use any completed or partially completed portion of the work notwithstanding that the time for completing the entire work may not have expired. Possession and use shall not be deemed acceptance of any work completed in accordance with the terms of this contract.
- 32.2 Upon receipt of the take over notice the contractor shall remove from site any equipment, plant tools, scaffolding, materials of installations of any kind, otherwise the same shall be used by PGSC as own property in completing the work directly or through any other agency or contractor. The contractor shall not in any manner prevent such take over of the site and there on by PGSC nor shall he hinder or interrupt the work taken over in any manner.
- 32.3 After take over of the site and works, PGSC shall be entitled to withhold further payments to the contractor until accounts are settled as provided herein after completion of the work on expiry of the defects liability period.
- 32.4 Upon completion of his work through an agency other than the contractor, PGSC shall through written notice inform the Contractor that it requires

- the contractor to remove from site any remaining material as also plant equipment etc. belonging to the contractor. If the contractor fails to remove his materials and equipment within fourteen days, PGSC shall be at liberty to auction or sell such materials and equipment and credit the proceeds of such sale to the account.
- 32.5 In the above circumstances the contractor shall neither claim compensation of the use of his property by PGSC nor other agency completing the work, nor shall he claim any losses on account of damage to or wear and tear to his property.
- 32.6 Taking possession of the site and removal of contractor shall not be construed as cancellation of the contract by PGSC and this event shall in no way absolve the contractor of his remaining contractual obligations and responsibilities.
- 32.7 Should it become necessary for PGSC to take over the work under the above circumstances the contractor shall be liable to make good all costs exceeding the agreed rates in the contract and also incidental expenditure of every nature incurred in completing the Work and duly certified by the Director, PGSC.
- 32.8 The total sum payable by the contractor to PGSC by way of costs incurred in completing the work, damages, and compensation shall be deducted from amounts payable to the contractor. If the amount payable to the contractor is not sufficient to cover the sum due to PGSC, the contractor is bound to pay the difference to PGSC.

33. FORCE MAJEURE

Neither PGSC nor Agency shall be considered in default in performance of its obligations, if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected such as war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, fire, explosion, flood, earthquake or because of any law and order 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 of performance, provided notices in writing of any such cases with necessary evidence that the obligation thereby affected or prevented or delayed is

hereby given within 14 days from the happening of the event and in case it is not possible to serve the notice within the said 14 days period, then within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other party the actual delay occurred in such affected activity.

34. 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.

35. TERMINATION FOR CONVENIENCE

In the event of suspension or abandonment of the said work due to causes beyond the control of either party or it appearing to either party that there is no possibility of resumption on either party. In the event of such 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.

36 RESOLUTION OF DISPUTES / ARBITRATION

36.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

36.2 All disputes and differences arising out of or in connection with, touching or concerning this work shall be referred to the Sole Arbitrator appointed for the purpose by the Director General. The decision of the Arbitrator shall be final and shall be binding on both the parties subject to the

provisions of the Indian Reconciliation and Arbitration Act of 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

36.3 Venue of the arbitration proceedings shall be Chandigarh

37. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of purchaser **Kapurthala** shall have exclusive jurisdiction in all matters arising under this contract.

38. LABOUR WAGES REGULATIONS ETC.

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

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

38.3 The Contractor/ Agency shall not employ a young child who has not completed his fifteenth year of age. He shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for work as an adult as prescribed under Clause (b) of Sub-Section (2) of Section 69 of the Factories Act, 1948.

39. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

39.1 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.

- 39.2 The contractor shall indemnify the Employer and held him 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.
- 39.3 The contractor shall reinstate all damages of every sort mentioned in this clause, 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.
- 39.4 The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party 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 virtual completion of the contract with an approved office, a Policy of Insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the Engineer-in-charge from time to time during the currency of this contract.
- 39.5 The contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the workmen's compensation Act or any other Statute in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a Policy of Insurance in the joint names of the Employer and the contractor against such risks and deposit such Policy or Policies with the Engineer-in-Charge from time to time during the currency of the contract.

- 39.6 The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of any incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of/or compensation of damages arising there from.
- 39.7 The Employer 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.

40. WATER AND ELECTRICITY

Water and Electricity will be provided by the PGSC from where the successful tenderer has to set up the supply system and other required equipments and works.

41. ASCERTAINMENT OF PRICES FOR EXTRA ETC.

The rates for the items not covered in the schedule of items shall be derived as under:

- 41.1 The Engineer-in-Charge shall settle such rate on the basis of analysis, based on market rate, submitted by the contractors after discussion with them and duly approved by the competent authority. In such cases, the rate shall be derived on the basis of cost of material and labour as per prevalent market rate for the same plus 15% to cover overhead, supervision and projects etc.
- 41.2 The extra work done shall be part of the contract value for the work.

42. PRICE ESCALATION

The rates quoted for all the items must remain firm throughout the tenure of this contract and no escalation for whatever reason will be entertained at any stage. Nothing extra will be payable under whatever circumstances may be other than as agreed in the contract.

43 NOTICE

- 43.1 Any notice given by one party to the other pursuant to the contract

shall be sent in writing or by telegram or fax / cable and confirmed in writing to the address specified for that purpose in the special condition of contract.

43.2 A notice shall be effective when delivered or on the notice's effective date which ever is later.

43.3 For the purpose of all the notices, the following shall be address of the purchaser and supplier.

43.4 PURCHASER:

PUSHPA GUJRAL SCIENCE CITY, Jalandhar – Kapurthala Road, Kapurthala.

43.5 SUPPLIER:

(To be filled in at the time of contract signature)

44. PROGRESS REPORT & PHOTOGRAPHS

During the various stages of the work in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the PGSC, with such material as charts, networks, drawing, photographs, test certificates etc. such progress shall be in the form and size as may be required by the PGSC and shall be submitted in at least 3 (three) copies.

45. CO-OPERATION WITH OTHER CONTRACTOR AND CONSULTING PGSC KAPURTHALA ADMINISTRATIONS:

The supplier shall agree to co-operate with the purchaser's other contractors and consulting PGSC and freely exchange with them such technical information as is necessary to obtain most efficient and economical design and to avoid unnecessary duplication of efforts. The PGSC shall be provided with three copies of all correspondence addressed by the Supplier to other sub-contractor and consulting PGSC in respect of such exchange of technical information.

46. NO WAIVER OF RIGHTS

Neither the inspection by the purchaser or any of their officials, employees, or agents nor any order by purchaser for payment of money or any payment for or acceptance of, the whole or any part of the work by the purchaser, nor any extension of time, nor any possession taken shall operate as a waiver of any provision of the contract, or of any power herein reserved to the purchaser, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

47. SUSPENSION OF WORK

- 47.1 The purchaser 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 Supplier in writing. The PGSC will issue the time for completion of the works to the Supplier in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 47.2 Any necessary and demonstrable costs incurred by the Supplier as a result of such suspension of the works will be paid by the purchaser provided such costs are sustained to the satisfaction of the PGSC. The purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Supplier or his sub-contractor.

48. ACCESS TO SITE AND WORK ON SITE: -

The purchaser shall accord possession of the site to the Supplier. Supplier to make suitable arrangements for work access to site himself. Supplier has to arrange his own lifting arrangements.

49. DEFENCE OR SUITS

If any action in court is brought against the purchaser or PGSC or an officer or agent of the purchaser, for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the Supplier, his agents, representatives or his-contractors, or in connection with any claim based on lawful

demands of sub-contractors workmen. Suppliers or employees, the supplier shall in all such cases indemnify and keep the purchaser, and the PGSC and/or his representatives harmless from all losses, damages expenses or decrees arising of such action.

50. FOREIGN FIELD PERSONNEL (IF ANY)

The Supplier shall submit to the PGSC, a complete list of foreign field personnel if any (including necessary data as may be required by PGSC, required for the performance of the works in India. He shall also intimate the program of their visit to India and departure from India during the tendency of the contract. Purchaser may assist in obtaining necessary clearances from different govt. agencies. The PGSC will have the right to review the list of such personnel and ask for increase in the strength or reschedule the visits of such personnel if in the opinion of the PGSC the list of personnel mentioned not sufficient for effective performance of the contract.

51. MISCELLANEOUS

- 51.1 PGSC can seek any other technical information or clarifications from the tenderer as desired at its end to assist in examination, evaluation and comparison of bids. The request for clarification shall be in writing.
- 51.2 A perspective tenderer requiring any clarification on the tender documents may contact PGSC in writing at least 7 days before the Prebid meeting where these shall be attended to. Decisions of the Prebid Meeting shall be conveyed in writing and shall have over-riding effect on the NIT. The categories of items and quantity indicated in the Tender Document are tentative. Director General, PGSC reserves the right to increase or decrease the quantity or delete some of the items depending on the needs of the institute.
- 51.3 The Director General, PGSC reserves the right to award the work either in part or as a total package.
- 51.4 No accommodation shall be provided by PGSC for storage of materials or for labour and the Agency shall have to arrange it at its own cost.
- 51.5 Clean up of the site after completion of work will be the entire responsibility of the contractor.

52. Model

The successful bidder will be required to prepare a model of the theatre showing layout of the various objects and placement of the various other equipment and accessories before starting the work at site.

Approximate Size for the model: 1 meter dia.

53. Projectors

The two projectors are not in the scope of work of the bidder. However, the bidder will provide the requisite specifications for the projectors. Successful Bidder will also make / provide the lens attachment system for the projector on the Dome Screen.

ADDITIONAL CONDITIONS

1. Should the tenderers withdraw, or modify his tender within 120 days from the date of opening the tenders, his earnest money, shall stand forfeited to the PGSC and he is liable to be blacklisted.
2. Tender without earnest money or received telegraphically without the proper form will not be entertained.
3. Tenders without earnest money are liable to be rejected. Earnest Money shall be in the form of a Bank Demand Draft/Deposit of cash in favour of Pushpa Gujral Science City, Kapurthala payable in any scheduled bank located at Kapurthala.
4. The agency shall not be entitled to any payment on account of work done till he signs the agreement and the same are accepted by the Engineer-in-Charge.
5. Right is reserved without impairing the contract to order the performance of any such work or clause not contemplated in the tender as may be considered necessary to complete fully and satisfactorily the setting up the Climate Change Theatre and no extra payment will be made.
6. The agency shall produce at his own cost and expense all labour materials etc. necessary for layout and checking up of any portion of the work whenever required by the Engineer-in-Charge or his staff and nothing extra shall be paid for any and all about or materials required.
7. No pits shall be dug by the agency near the site of the works for taking earth for use on the work. In case of default, the pits so dug will be filled in by the PGSC at the cost of agency.
8. The rates quoted in the schedule of work attached with the notice Inviting Tender are for complete work in all respects and include carriage of materials, royalty, Octroi and other taxes and no claim on account of fluctuation of price due to an cause shall be entertained.
9. The royalty and other taxes if any shall be paid by the Agency direct to the respective department in accordance with their rules and regulations in force from time to time without Intervention of the Pushpa Gujral Science City.
10. Nothing extra shall be paid for any lead or lift unless otherwise specified for any material required for the work directly or indirectly.

11. The agency shall at all time keep his authorized Engineer/Agent stationed at the work who shall be available during working hours of the day. He shall be competent to carry out instruction conveyed to him by the Engineer-in-Charge or his authorised official without loss of time.
12. In every case in which by virtue of the provision of section twelve sub section (I) of the work man's compensation act one thousand nine hundred and twenty three, PGSC is obliged to pay compensation to a workman employed by the contractor in execution of the work, PGSC will recover from contractors the amount of compensation so paid and without prejudice of the said act, PGSC shall be at liberty to recover such amount or any part there of by deducting it from the security deposit or from any such amount lying with the PGSC due to the contractor whether under this contract or otherwise.
13. Agency will be responsible for any loss of material damage done to unfinished work as a result of floods and acts of god the PGSC will not be responsible for any compensation as a result of such damages, or loss to agency and he shall be liable to set right such damage at his own cost to the satisfaction of Engineer-in-Charge.
14. Over writing in tenders is strictly forbidden, correction if any must be properly initialed. Tenders containing figures will be rejected.
15. The agency is not at liberty to remove the material from the site of work without the written permission of the Engineer-in-Charge, the material which has been issued to him for use on the work.
16. Detailed specifications, terms & conditions can be seen in the office of the Executive Engineer on any working day.
17. The entire work shall be carried out in close co-ordination with all the agencies. The agency shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.
18. No work shall be done at night 7 P.M. to 7 A.M. and on Gazetted holiday without the sanction obtained in writing from the Engineer-in-Charge.
19. If the Executive Engineer PGSC is satisfied that the agency have made a pool for giving tenders, the agency's concerned will be disallowed for giving tenders in future.
20. The Agency shall provide protective feet wear, equipment to labour employed by him for the work.

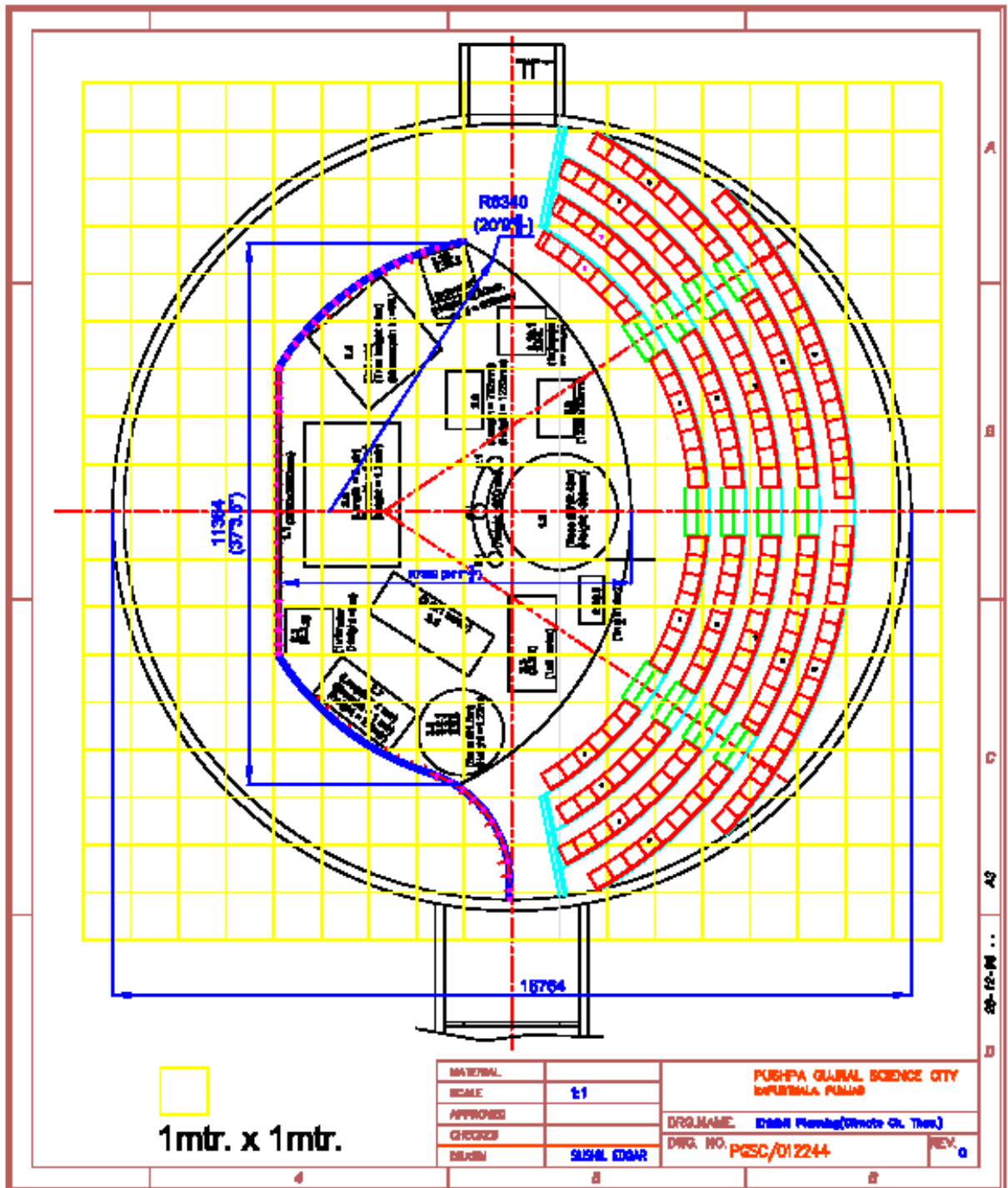
- 21.If any condition given in the tender is contrary to the D.N.I.T. provisions, the agency is liable to be debarred/black listed for tendering in future.
- 22.Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Executive Engineer.

LAYOUTS

OF

Climate Change Theatre



FINANCIAL BID

Setting Up

Climate Change Theatre

PRICE SCHEDULE OF WORKS

Climate Change Theatre

<p>Work on Turnkey Basis: Setting up of “Climate Change Theatre” on turnkey basis involving design, fabrication, supply and installation of projection screens, various objects and equipment as per given specifications which are to be operationally synchronized with the video presentation & associated civil, electrical & mechanical work required to set up a theatre in the available 18 meters dia dome shaped building at PGSC, Kapurthala.</p>			
	Item of work	Amount in Figures	Amount in Words
1	SCREEN	Quote Below	Quote Below
1.1	Flat screen (Size 4.5 m× 4.5 m)		
1.2	Dome screen (Size 2.5 m dia x 0.3 m height)		
2	OBJECTS (as per given specifications)	Quote Below	Quote Below
2.1	Bernoulli’s Balls Exhibit		
2.2	Models of Heap of Coal with fire effect + Petrol Dispensing Unit +Gas Cylinder with circular platform		
2.3	Diorama on Urbanization + industry + Chimney with Smoke + Electric Tower		
2.4	Diorama on Deforestation – cutting of trees		
2.5	Diorama on Glacier in the year 1970 and present		
2.6	Diorama on Cut view model of Mumbai showing Marine Drive + Gateway of India; Rising Water level and Mumbai getting submerged in the water.		
2.7	Diorama on Apple tree at lower altitude and now at higher altitude		
2.8	Diorama on Royal Bengal of Tiger with landscaping of Sunderbans		

2.9	Diorama on Sea life through scroller + model of corals with landscaping of sea bed.		
2.10	Models of Solar Panel + Wind Mill + Incandescent Lamp + CFL + LEDs		
3	EFFECTS: WAVE AND WATER RUSH, THUNDERSTORMS AND STROBE LIGHTS		
4	CONTROLLING SYSTEM (as per given specifications)	Quote below	Quote below
4.1	Computer System		
4.2	Controlling Hardware Interface with appropriate cables of required length		
4.3	Controlling Software Interface		
5	LIGHTING ARRANGEMENT (as per given specifications)	Quote below	Quote below
5.1	Pin Spot Lights for 30 lights with appropriate wires of required length		
5.2	High range Beam Lights for 20 lights with appropriate wires of required length		
5.3	High Glow LEDs for 10 numbers with appropriate wires of required length		
6	LIGHT HANGING ARRANGEMENT (as per given specifications)		
7	SOUND SYSTEM (as per given specifications)	Quote below	Quote below
7.1	Amplifier		
7.2	Speakers – 6 sets with appropriate cables of required length		
8	PLY-BOARD PLATFORM (as per given specifications)		
9.	Appropriate LENS ATTACHMENT SYSTEM to be used for the projector on Dome Screen		
10.	Electrical Wires and Cables including Panel Boxes, Switch Gears, Distribution board, circuit breaker other protective gears etc		

11.	Any item not specified above but required to complete the job in its totality		
12.	TAX & DUTIES	Quote below	Quote below
	1.		
	2.		
	3.		
	GRAND TOTAL		

The above quoted prices will be NET PAYABLE. No taxes or duties other than indicated above will be charged.

Name, Signature & Seal of Tenderer

- Note:**
- *The Employer (PGSC) reserves to itself the right of omitting altogether any item of work at the time of award of the work or at later date and the contractor shall not be entitled for any compensation due to this omission.*
 - *No taxes or duties other than the indicated above will be paid by the PGSC.*
 - *Any other item required to complete the work shall be deemed to be included in the prices of the above item. Nothing extra will be payable.*

Pushpa GUJRAL SCIENCE CITY

CLIMATE CHANGE OBJECT THEATRE

CHECK LIST

Date of Issue of Tender : October 7, 2011
 Date of Pre-Bid Meeting : October 20, 2011 at 1200 hours
 Venue of Pre- Bid Meeting : SCO 60-61, Sector 34-A, Chandigarh
 Last Date of submission of Tender : November 1, 2011 by 1400 Hours

Date of Presentation and Technical Evaluation : Will be intimated

Date of opening of Financial Bid of technically qualified tenders : Will be intimated

	Items	Page No.	Check List
	PART – I – EMD		
1	Demand Draft of Earnest Money	31	
	PART – II – TECHNICAL BID		
1.	Covering Letter	6	
2	General Particulars of Tenderer	8	
3	Experience Information	9	
4.	Declaration	10-11	
5	Company Profile	32	
5.1	Power of Attorney in the name of the person, who has signed the Tender Document		
5.2	Copies of Testimonials regarding past experience		
5.3	Certificate of Satisfactory Performance from PGSC, if any job or work done for PGSC in the past.		
5.4	Photographic References		
5.5	Details of establishment		
5.6	Sales, Service Tax, VAT, Registration certificates including latest VAT Clearance Certificate, Income Tax Clearance Certificates		
6	Signed and Stamped Tender Document	1-75	
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1.	Price of scheduled works on Prescribed Proforma	70-73	

Annexure - 1
SPECIMEN
A FORM OF PERFORMANCE BANK GUARANTEE

To

Name of Employer

Address of Employer

Whereas (Name and address of contractor).....

Date..... To execute (Name of contract and Brief description of works).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to your on behalf of the contract, upto a total of amount of guarantee.....

(in words We under take to pay you upon your first written demand and without cavil or argument, any sum or sums within the limit of amount of guarantee.....as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications for the terms of the contract or of work to be performed there under or any of the contract documents which may be made between you and contractor shall in any release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modifications.

This guarantee is valid until the date..... after the issuing of the maintenance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank.....

Address.....

Date