



CENTRE OF EXCELLENCE IN MARITIME & SHIPBUILDING (CEMS)

CIN:U74999MH2017NPL300514

(A section 8 Private Limited Company promoted by Indian Register of Shipping)

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REQUEST FOR PROPOSALS (RFP)

from

ARCHITECTRAL CUM CIVIL CONTRACTOR FIRMS

for

SITE DEVELOPMENT

INDIAN MARITIME UNIVERSITY, VISAKHAPATNAM

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Introduction

CEMS is setting up a world class Centre of Excellence at Indian Maritime University Visakhapatnam Campus. In this regards, CEMS will be undertaking architectural design and construction work at the IMU campus site.

CEMS has decided to undertake this work through a qualified firm having experience in architectural and construction work experience. This document lays down scope of work and various processes and procedures to be followed by the CEMS.

Scope of Work

CEMS is mandated to create world class facility for skill development in Indian Maritime University Campus situated at Visakhapatnam. In this site CEMS will create or modify approximate 23,600 + Sqft. of space. CEMS will house 18 labs in the IMU Campus center. Details of different labs are in subsequent pages.

1. The center will be used for the purpose of technical training and skill development of students.
2. Under this project the firm will develop computer class rooms, equipment class rooms, and heavy machinery class rooms.
3. Total 18 Labs to be accommodated in approximately 23,600 sqft area. The bifurcation of 23,600 sqft is as follows:
 - a. ~16000 Sqft of new industrial quality shed with ~10,000 sqft of ground floor and ~6,000 sqft of mezzanine floor. The ground floor will house heavy machine lab class rooms about 3 to 4 numbers and mezzanine floor will house 5 equipment class rooms, office space, conference rooms, discussion rooms. Other amenities like washrooms should be considered while designing the building.
 - b. ~5000 Sqft. of utility shop will be converted into 3 to 4 equipment class rooms and store room plus discussion areas, sit out etc.,
 - c. ~2600 Sqft 1st floor main building, west wing design hall plus discussion room to redevelop into 4 to 5 computer class rooms.
 - d. Construction of Pre-fabricated structure on the 10,000 sq ft land
 - i. Height of structure (Floor to Roof) – 24 Feet
 - ii. Mezzanine Floor for 60% of the structure (6000 sq ft)
 - iii. Roof of the shed facing southern side should be capable of taking load for solar cells.
 - iv. The shed should have latest shutters approximate 15 ft by 12ft to accommodate machinery's inside.
 - v. UPVC windows and Aluminum & Glass partition for class rooms as per attached drawing and appropriate doors / exits as per norms.
 - vi. Light Fittings (False ceiling in class rooms only)
 - vii. Provision for Fire safety equipment's
 - viii. Provision for installing VRFs and ducting's
 - ix. Provision for server room.
 - x. Complete electrical work till transformer (Including Busbar)
 - xi. Flooring (epoxy & tiles) approximately (actual measurements may vary)
 1. Epoxy – 5000 sq ft
 2. Tiles – 2x2 vitrified tiles (Industrial quality)

- xii. Plumbing
 - xiii. Toilets for Men & Women
 - e. Construction of the room (1216 sq ft) first floor of the service building
 - f. Renovation of the AC Plant area in the service building (1305 Sq ft)
 - g. Aluminum & Glass partition for class rooms at the Main Building, First Floor West wing along with the discussion room.
 - h. LAN cabling in all class rooms with hubs and switches. Approximately 24 numbers per class with switches.
4. Your bid for this Turn Key project should have all details specifically below mentioned one's:
- a. Assumptions made
 - b. Roles and responsibilities of any outside contractors / agents.
 - c. Certification of quality for products used.
 - d. Inclusions – list all items included in your proposal
 - e. Exclusions – items excluded should be detailed with reasons in your solution.

Note: Measurement currently given are approximate at time of detail engineering actual measurements will be identified and taken for payment purpose.

Lab details and minimum space required and identified place in IMU Campus.

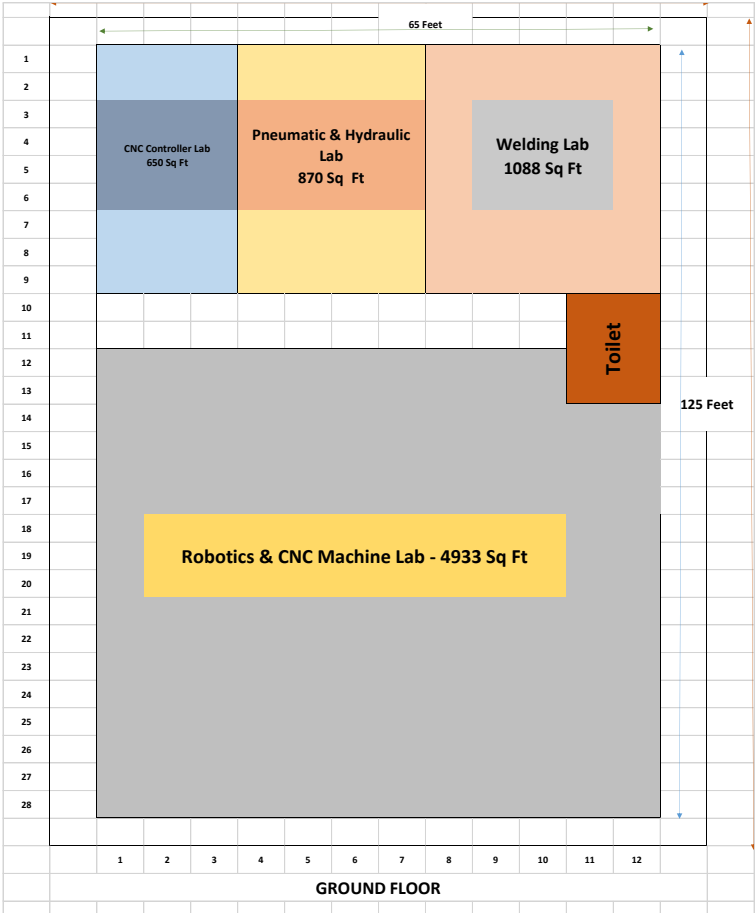
Lab Description	Qty	Minimum Space required In Square feet
Product Design and Validation Lab	1	800
Advanced Manufacturing Lab	1	800
Test and Optimisation Lab (Imagine/ Virtual/ Test Labs)	1	1,600
Dimensional Accuracy Control System Lab	1	800
Nesting – Productivity Improvement Lab	1	800
Hull – Design Lab	1	800
Research Machine Shop – plumbing for pneumatic line is required	1	2,000
Automation Lab	1	800
Mechatronics Lab – plumbing for pneumatic line is required	1	800
Welding Technology Lab	1	1,200
Robotics Lab – plumbing for pneumatic line is required	1	3,200
Process Instrumentation Lab – plumbing for pneumatic line is required	1	800
Electrical Lab	1	800
Pneumatic & Hydraulic Lab – plumbing for pneumatic line is required	1	1,000
Virtual Reality Lab	1	1,000
Pumps Training System Lab	1	1,000
Piping Training Systems Lab	1	1,000
Radar Training Lab	1	1,000

Common Area/ Stores/ Staff Room	1	1,000
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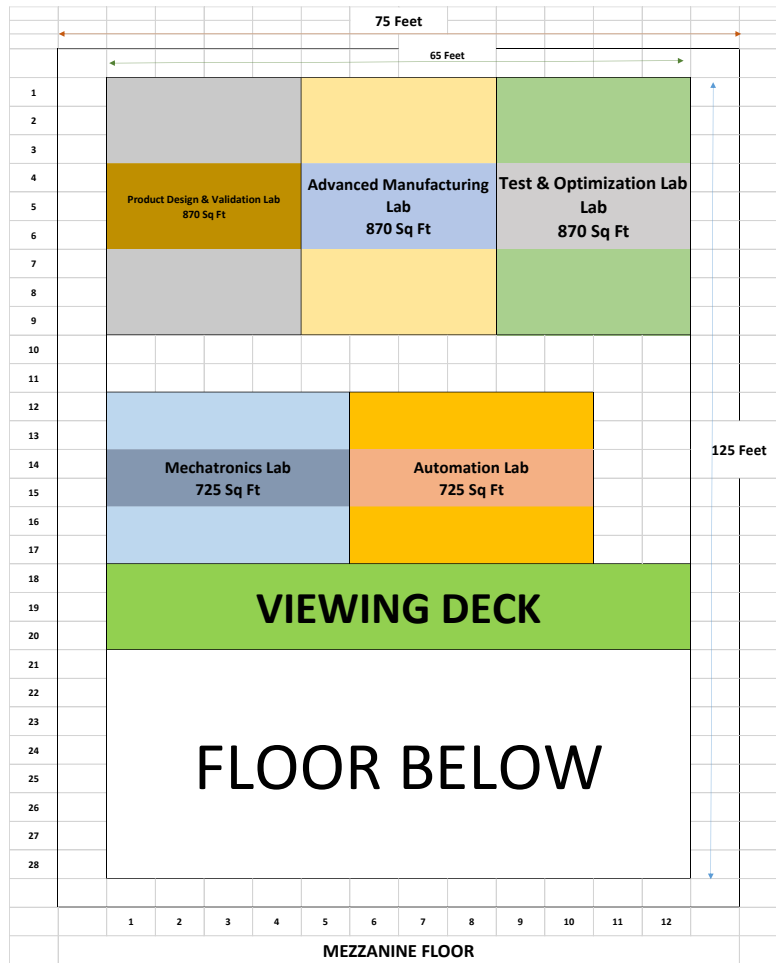
Note: What is shown in the drawing is going to be constructed in the new shed, the labs which are not shown will be located in the old buildings and same to be verified by site visit.

Indicative layout:

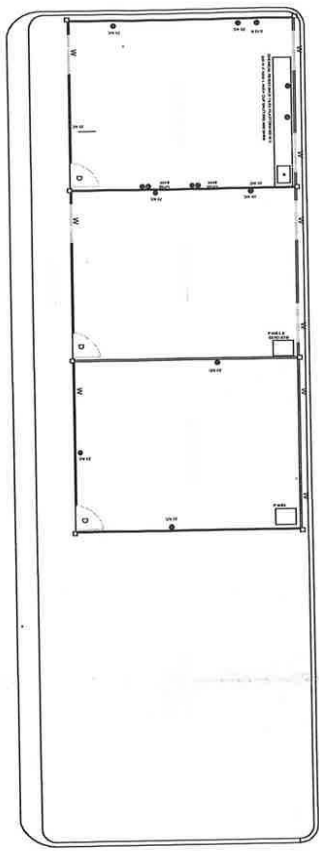
1. Open Area shed Ground Floor – New Construction



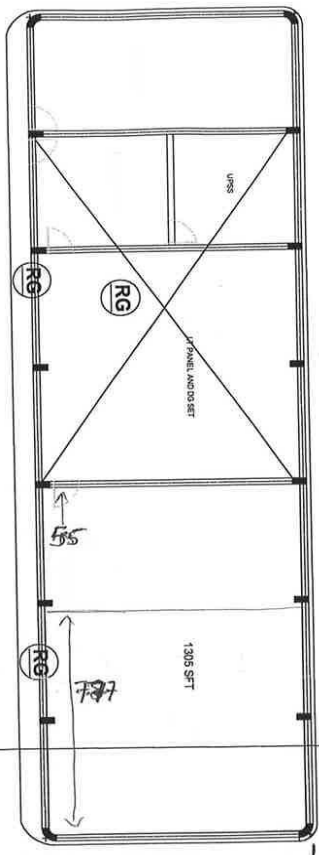
2. Open Area shed Mezzanine Floor – New Construction



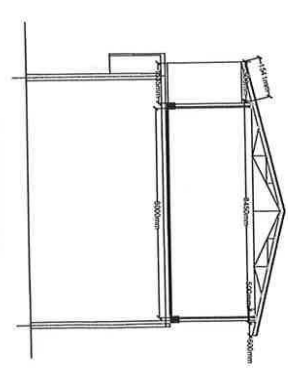
Indian Maritime University					
Visakhapatnam Campus					
Gandhigram - Visakhapatnam					
S.No	Description	Floor	Location	Approx. Area in Sq feet	Remarks
1	Service Building*	Ground Floor	A/c Plant area	1305.00	Available
2		Ground Floor	Office area	405.00	Available
3		First Floor	Lab 1	591.25	Available
4			Lab 2	591.25	Available
5			Lab 3	591.25	Available
6			Open Space to be developed	1216.00	To be developed
7	Garden Area**	Open Ground	Open ground for Development	10437.00+ 6000.00 mezzanine floor	To be developed
9	In main building west wing	1 st floor	Design hall + discussion room	2600.00	Available
			Total Sqft	20336.75	



LOOR PLAN



A →



INDIAN MARITIME UNIVERSITY

Invitation

CEMS now invites application from reputed Architectural cum construction contractors to undertake turnkey development of the below mentioned scope of work. The Architectural cum construction contractors should have below mentioned capability.

Evaluation Criteria

Pre-Qualification Criteria

Description	Documentary Evidence
Firm / Company should be in existence in India for at least last 3 years	Certificate of Incorporation
Should have good Financial Standing and should have Turnover of not less than Rs 10 Crores in the last 3 financial years i.e. 2014-15,2015-16 and 2016-17	Financial Statements certified by Statutory Auditor
Should be in the business of developing turnkey projects and have a good track record of having worked with Education institutes/ Industries / Central/ State Governments across the country.	Documentary evidence of work done from client indicating the nature of work and approximate value for minimum 5 Projects of contract size INR 2 crores in last 3 years
Affidavit showing that the firm has not been blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency or which they have Executed/ Undertaken the works/ Services during the last 5 years across the country	Required Affidavit as per Annexure 1

Appropriate documentary evidence as proof for all the points mentioned in the above table to be submitted in the Technical proposal.

Technical Evaluation Criteria

Description	Allocated Weightage	
No of Turnkey Projects done in last 3 years with Education institutes/ Industries / Central/ State Governments across the country withat least 1 project for educational or technical skill institute and at least 3 industrial work shed. Minimum project size must be INR 2 Cr (Documentary evidence in the form of work order from client to be provided) Projects illustrated should demonstrate Prior experience of executing turnkey development of architectural work,	Developed more than 10 Turnkey Projects	30 marks
	Developed 6 to 10 Turnkey Projects	25 marks
	Developed 5 Turnkey Projects	15 marks

detailed engineering, and execution of the same in India		
Should have facility for manufacturing and fabrication of pre-fabricated structures in India	Own manufacturing capability	20 marks
	Outsourced to OEM for pre-fabrication structures or through other vendors	15 marks
Capability to carry out Civil/Electrical works	Own team	20 marks
	Outsourced to other firm / vendor	15 marks
Architectural and design capability	Own team	20 marks
	Outsourced to other firm / vendor	15 marks
Local Presence in Visakhapatnam	Has own office in Visakhapatnam	10 marks

Satisfactory Documentary evidence must be provided against each of these criteria.

The financial bids of only those firms which score minimum 70% in technical criteria and meet the pre-qualification criteria will be opened. Other bids will be returned.

The information must be submitted as per the formats shared in Annexure 2 and Annexure 3

An integrated, comprehensive proposal covering all of Design phase, Pre-fabrication structure, with all civil/electrical and other works, Utility building renovation works needs to be given. All quotes must be inclusive of taxes.

CEMS may call for presentation for more clarity on the proposals submitted.

Timelines, basic terms and conditions and payment schedule:

Activity	Scheduled date
Issue of RFP document	17 th Feb 2018
Due date for submission of queries on the RFP	23 st Feb 2018
Issue of clarifications to queries on RFP	26 th Feb 2018
Due date for submission of Bid	16 th March 2018, 1500 hours
Opening of bids at Mumbai	16 th March 2018, 1600 hours

1. Any delays will have penalties and liquidity damages, which will be detailed in the contract documentation.
2. Payments will be based on milestones and actual measurements. There will be provision for initial advance from CEMS. Refer the Work order document annexure -1.
3. The contracted firm has to undertake all design, civil, electrical and plumbing and fit out work.

Furniture, currently is out of scope.

Submission of Proposal

Proposals should provide straight forward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.

The proposal package should be prepared in the least expensive method. All expenses related preparation and submission of the proposal has to be borne by the bidder.

All proposals must be submitted under **sealed** cover and sent to Director, Centre of Excellence in Maritime and Shipbuilding by date and time shown in table above. Proposals received after this date and time will not be considered. All the correspondence will be on the following address:

Center of Excellence in Maritime & Shipbuilding
52A, Adi Shankaracharya Marg,
Opp. Powai Lake, Powai,
Mumbai

Earnest Money Deposit (EMD)/SecurityDeposit

An EMD amount of 10 lakh (Rupees Ten lakh) only either by Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee for minimum period of One year from any of the Schedule Bank in favor of Centre of Excellence in Maritime and Shipbuilding and strictly no other mode of payments will be accepted.

The EMD of unsuccessful Tenders will be returned after the acceptance of the successful tender, at the expense of the tenders within a reasonable time consistent with the rules and regulations in this behalf.

The successful Tenderer will be required to remit the Security Deposit at 10% of the total value of the work order exercising following options apart from EMD by way of Demand Draft payable to "Centre of Excellence in Maritime and Shipbuilding" in the form of unconditional irrevocable Bank Guarantee valid for a period of 1 (one) year from the date of acceptance of the tender. If the accepted Tenderer fails to remit the Security Deposit within the period, the EMD remitted by them will be forfeited to the Government account and their tender offer will be cancelled.

Option 1 - Remit the Security Deposit at 10% of the total value of the work order, in such a case EMD will be returned to the successful tenderer

Option 2 – Remit the difference between 10% of the total value of the work order and EMD of Rs.10 lakhs already paid by the tenderer

If the successful Tenderer fails to act according to the tender conditions or backs out after his tender has been accepted, his Security Deposit will be forfeited.

The Security Deposit must be remitted within two weeks of issue of work order, failing which the contract stands cancelled

Award of contract

The decision of the CEMS is final with respect to award of contract. By publishing this RFP, CEMS is not bound to enter in to a contract with any of the bidders and has all right to cancel the selection process at any time without giving any reasons. It may be noted that quoting of lowest rate will not confer any firm to get the order automatically.

CEMS reserve the rights to award the work by evaluating technical and financial bids together such that it is the cost effective and provides needed quality and speed of completion.

Agreement Execution and Performance

The successful Tenderer should execute an agreement for the fulfillment of the contract on the stamp paper. If the same is not executed within 14 days/period, the EMD of the Tenderer will be forfeited and their tender will be held as non-responsive.

The expenses incidental to the execution of the agreement like transport, accommodation etc. shall be borne by the successful Tenderer. The conditions stipulated in the agreement should be strictly adhered to and any violation of any of the conditions will entail termination of the contract without prejudice to the rights of CEMS

Authorization Letter

Authorization letter from the appropriate authority authorizing the signatory to sign the tender documents must be enclosed along with Bid. Documents received without such authorization letter will not be considered for further processing.

If the tender is made by a proprietary firm, it shall be signed with the proprietor's full name & his addresses shall be given. If it is made by a partnership firm it shall be signed with the co- partnership name by a member of the firm who shall also sign his own name, the name & address of each member of the firm shall be given.

The Tenderer must sign & affix his seal in every page of the tender documents and the complete signed original Tender documents must submitted in respective covers without fail

Annexure 1: Undertaking regarding Blacklisting/Non Debarment

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----
Authorised Signatory

Date:

Annexure 2: Format for Executed Project Information

Name of the Project:		Country:
Location within the Country:		Nature of the Project : Turnkey – Y/N
Nature of the Client : Weather the client is an Educational institute/ Central Government Agency / State Government Agency - (Y/N)		
Name of Client:		Address of the client (with Details of Ref Person):
Start Date (M/Y)	Completion Date (M/Y):	Approx. value of Contract : (in INR)
Nature of the Client : Educational institute/ Industry / Central/ State Governments -		

For -----
 Authorised Signatory

Date:

Annexure 3: Format for Self-Declaration of Firms Capability

<p>Weather the Firm Has Facility for Manufacturing and Fabrication of Pre- Fabrication Structures in India (Y/N) If Yes please provide address of the Location and at least 2 Site Photographs</p>	
<p>Weather the firm has an in house team for carrying out electrical and Civil Works (Y/N) If Yes , please provide the name, designation and qualification of staff who will be working for this project</p>	
<p>Weather the team has Architectural and design capability (Y/N) IF yes please provide the name, designation and qualification of staff who will be working for this project</p>	
<p>Weather the Firm has an office in Visakhapatnam (Y/N) If yes please provide details of the office address.</p>	

For -----
Authorised Signatory

Date:

Annexure 4: Terms and Conditions of the Contract / Work Order

1. Conditions of Contract:

Please note that all terms and conditions mentioned in this Work Order will hold good.

2. Time of Completion:

You will hand over the site within 4 months 15 days from the date of issue of this Work Order and necessary mobilization advance.

Any failure in adhering the aforesaid time schedule will attract a penalty as specified under "Liquidated Damages" Clause of this Work Order.

3. Terms of Payment:

All payments as under shall be made on your raising an invoice on us, duly certified by our representative (s).

- a. You shall be paid a mobilization advance of 25% of the Work Order / Contract Value, against issue of a Bank Guarantee from a scheduled bank of an equivalent amount.
 - b. After commencement of works you shall be paid on the basis of 4 interim bills raised by you each of upto 1/4th value of total contract (4 equal installments), as per the actual measurements certified by CEMS. Recoveries of the mobilization advance paid, as well as the retention amount of 10% of the contract value shall be done prorata in each running bill and the entire shall be effected till the 3rd installment payable. Retention money recovered shall be towards your obligations under the Contract including those during the **DEFECTS LIABILITY PERIOD** of 12 months. The same will be released at the end of defects liability period of one year, if there are no liabilities from your side. However, the same will be released on furnishing a Bank Guarantee of a Scheduled Bank towards this amount.
 - c. The payment for the 4th bill i.e., last installment shall be made only after final measurements certified by CEMS are made and submitted.
 - d. Your quoted rates shall hold good for the complete job as per drawings, irrespective of the quantities shown in the schedule of works.
 - e. All bills shall be subject to deductions of Taxes as applicable including GST, Works Contract Tax, Income Tax and other statutory deductions, if any.
4. The rates accepted by us under this contract will include **GST XX%** and also includes any duty, cess, octroi, transport, insurance (transit and/or onsite), packing and forwarding charges, loading and unloading charges, erection, installation and commissioning charges (**Turnkey Charges**) etc., as applicable on date. The rates should remain firm during the entire period of the contract and shall not be subject to variation on any account. However, any deviation in the statutory structure will be paid as per actual against documentary proof.
- In case any additional item(s) needs to be executed that is not a part of the BOQ, the rate for the same shall be agreed in writing by CEMS prior to execution. Similarly, payments will not be made for items that are not executed, though they are a part of BOQ.
5. The rates shall be firm and deemed to be for the complete work as approved by us and as may be required for the completion of the work.
6. The rates quoted by you shall deem to include charges for scaffolding and working platforms, taking necessary safety measures and hoisting of the equipment to its eventual place of mounting without causing any damage to existing structures and other installations in the buildings nearby. If any damages are caused, the charges for repair / replacement etc. will be recovered from your bills of the work under this Contract. All the liaison work with the property managers of the premises will be

undertaken by you. In case any deposits etc., to be paid to the property managers, the same will be paid by you.

7. We expect you to maintain the highest quality of materials, strictly as specified in the BOQ / Addendum to BOQ. If any item in quality found deviating from as mentioned in BOQ/Addendum to BOQ. CEMS reserves the right to reject the same. The same also refers to the brands of electrical equipment's and fixtures, wood planes, flooring etc., which shall be strictly adhered to. Also, whenever, directed by us, you will have to show us samples / make mock ups for our approval. No payments shall be made to you towards cost of samples / mock-ups and all charges shall be deemed to have been included in your quoted rates. Please arrange to get samples of materials to be used in the Work approved by CEMS within 1 week of the date of this letter.

8. Co-ordination with other Agencies:

You will have to co-ordinate your works with other all agencies (internal or external), as required.

9. Project Plan:

You will submit with 1 week of execution of this contract a detailed Project Plan with all dependencies and risk factors for evaluation to CEMS. The project plan should have day to day details and specific mile stones and billing dates based on mile stones.

10. You will depute full time one project manager and site engineers for the smooth functioning and co-ordination of works till the time site is completely handed over to CEMS.
11. Water (as per availability at site) and electricity will be provided by us free of cost at site. No extra water will be purchased by us externally for the works.
12. You may be permitted to work on Sundays and holidays as also during night subject to all necessary permissions taken by you from the Property Managers and your following all their rules and regulations. You will observe all the labor laws and other statutory laws and ensuring security and safety and without causing disturbance to other occupants in the building.
13. You will not be permitted to do any fabrication work at site. All exposed pipes and conduits shall be painted with paint of approved shade and finish or as directed by CEMS.

14. Insurance and Labor Laws:

- a. You will have to indemnify CEMS against all claims arising out of this Contract. For this purpose, you will at your cost, take insurance covers under "Contractors All Risk Policy". "Contractors Erection Policy" including Third Party Liability as specified or directed. Further, insurance cover under Workmen Compensation Policy of adequate value shall have to be taken within your quoted rates. (Third Party Liability will be Rs. 5.00 Lacs per accident). A certificate comply stated above policy shall be submitted to CEMS.
 - b. You will comply with at your cost, relevant provisions of labor laws in force as also all the requirements of local/municipal authorities so as to keep CEMS fully indemnified. You will have to obtain labor license if required.
 - c. Security and safety of all your men and materials at site shall be your sole responsibility. Access to your security personnel shall be taken from Property Manager.
15. Labor camping within the building will not be permitted by the Property Manager and you will have to make your own arrangements for their camping and food and sanitary facility etc., services at your cost outside of the building facility.

16. Liquidated Damages:

Please note that if you fail to complete the work within the stipulated time of completion, penalty at Rs. 25,000/- per day subject to a maximum of 5% of the contract value shall be levied. Liquidated damages will be levied for delay beyond 4 months 15 days from the effective date. The effective date will be either the date of signing of this contract or release of mobilization advance whichever is earlier. This penalty shall be in addition to our right to terminate the contract on account of delay in completion of the work or unsatisfactory material and workmanship.

17. Sub-Contracting:

You can at your will sub-contract any portion of this contract. All actions of the sub-contractors will be

your own responsibility. Any damages or otherwise liabilities arising out of sub-contractors will your sole responsibility. You shall intimate to CEMS all such sub-contractors working on site, with their individual responsibilities.

18. Completion Drawings:

On completion of the work and before handing over the installations, you will have to submit 3 sets of "As Built Drawings" with all relevant details of the installation. Also one computer CD / DVD (Soft copy) thereof shall have to be submitted for record.

19. CEMS reserves the right to terminate the Contract with a notice of one week, if your performance is found to be unsatisfactory both in respect of completion time and quality of work.
20. All disputes arising out of this Contract shall come under Indian Arbitration Act in Mumbai.

21. Execution of Contract:

Please note that this work order together with the documents enclosed will constitute a binding agreement between you and CEMS

22. Conditions of Contract:

Please note that all terms and conditions mentioned in this Work Order will hold good.

23. Time of Completion:

You will hand over the site within 4 months 15 days from the date of issue of this Work Order and necessary mobilization advance.

Any failure in adhering the aforesaid time schedule will attract a penalty as specified under "Liquidated Damages" Clause of this Work Order.

24. Terms of Payment:

All payments as under shall be made on your raising an invoice on us, duly certified by our representative (s).

- a. You shall be paid a mobilization advance of 25% of the Work Order / Contract Value, against issue of a Bank Guarantee from a scheduled bank of an equivalent amount.
 - b. After commencement of works you shall be paid on the basis of 4 interim bills raised by you each of upto 1/4th value of total contract (4 equal installments), as per the actual measurements certified by CEMS. Recoveries of the mobilization advance paid, as well as the retention amount of 10% of the contract value shall be done prorata in each running bill and the entire shall be effected till the 3rd installment payable. Retention money recovered shall be towards your obligations under the Contract including those during the **DEFECTS LIABILITY PERIOD** of 12 months. The same will be released at the end of defects liability period of one year, if there are no liabilities from your side. However, the same will be released on furnishing a Bank Guarantee of a Scheduled Bank towards this amount.
 - c. The payment for the 4th bill i.e., last installment shall be made only after final measurements certified by CEMS are made and submitted.
 - d. Your quoted rates shall hold good for the complete job as per drawings, irrespective of the quantities shown in the schedule of works.
 - e. All bills shall be subject to deductions of Taxes as applicable including GST, Works Contract Tax, Income Tax and other statutory deductions, if any.
25. The rates accepted by us under this contract will exclude **GST XX%** but include any duty, cess, octroi, transport, insurance (transit and/or onsite), packing and forwarding charges, loading and unloading charges, erection, installation and commissioning charges (**Turnkey Charges**) etc., as applicable on date. The rates should remain firm during the entire period of the contract and shall not be subject to variation on any account. However, any deviation in the statutory structure will be paid as per actual against documentary proof.

In case any additional item(s) needs to be executed that is not a part of the BOQ, the rate for the same shall be agreed in writing by CEMS prior to execution. Similarly, payments will not be made for items that are not executed, though they are a part of BOQ.

26. The rates shall be firm and deemed to be for the complete work as approved by us and as may be required for the completion of the work.
27. The rates quoted by you shall deem to include charges for scaffolding and working platforms, taking necessary safety measures and hoisting of the equipment to its eventual place of mounting without causing any damage to existing structures and other installations in the buildings nearby. If any damages are caused, the charges for repair / replacement etc. will be recovered from your bills of the work under this Contract. All the liaison work with the property managers of the premises will be undertaken by you. In case any deposits etc., to be paid to the property managers, the same will be paid by you.
28. We expect you to maintain the highest quality of materials, strictly as specified in the BOQ / Addendum to BOQ. If any item in quality found deviating from as mentioned in BOQ/Addendum to BOQ. CEMS reserves the right to reject the same. The same also refers to the brands of electrical equipment's and fixtures, wood planes, flooring etc., which shall be strictly adhered to. Also, whenever, directed by us, you will have to show us samples / make mock ups for our approval. No payments shall be made to you towards cost of samples / mock-ups and all charges shall be deemed to have been included in your quoted rates. Please arrange to get samples of materials to be used in the Work approved by CEMS within 1 week of the date of this letter.
- 29. Co-ordination with other Agencies:**
You will have to co-ordinate your works with other all agencies (internal or external), as required.
- 30. Project Plan:**
You will submit with 1 week of execution of this contract a detailed Project Plan with all dependencies and risk factors for evaluation to CEMS. The project plan should have day to day details and specific mile stones and billing dates based on mile stones.
31. You will depute full time one project manager and site engineers for the smooth functioning and co-ordination of works till the time site is completely handed over to CEMS.
32. Water (as per availability at site) and electricity will be provided by us free of cost at site. No extra water will be purchased by us externally for the works.
33. You may be permitted to work on Sundays and holidays as also during night subject to all necessary permissions taken by you from the Property Managers and your following all their rules and regulations. You will observe all the labor laws and other statutory laws and ensuring security and safety and without causing disturbance to other occupants in the building.
34. You will not be permitted to do any fabrication work at site. All exposed pipes and conduits shall be painted with paint of approved shade and finish or as directed by CEMS.
- 35. Insurance and Labor Laws:**
 - a. You will have to indemnify CEMS against all claims arising out of this Contract. For this purpose, you will at your cost, take insurance covers under "Contractors All Risk Policy". "Contractors Erection Policy" including Third Party Liability as specified or directed. Further, insurance cover under Workmen Compensation Policy of adequate value shall have to be taken within your quoted rates. (Third Party Liability will be Rs. 5.00 Lacs per accident). A certificate comply stated above policy shall be submitted to CEMS.
 - b. You will comply with at your cost, relevant provisions of labor laws in force as also all the requirements of local/municipal authorities so as to keep CEMS fully indemnified. You will have to obtain labor license if required.
 - c. Security and safety of all your men and materials at site shall be your sole responsibility. Access to your security personnel shall be taken from Property Manager.
36. Labor camping within the building will not be permitted by the Property Manager and you will have to make your own arrangements for their camping and food and sanitary facility etc., services at your cost outside of the building facility.
- 37. Liquidated Damages:**
Please note that if you fail to complete the work within the stipulated time of completion, penalty at

Rs. 25,000/- per day subject to a maximum of 5% of the contract value shall be levied. Liquidated damages will be levied for delay beyond 4 months 15 days from the effective date. The effective date will be either the date of signing of this contract or release of mobilization advance whichever is earlier. This penalty shall be in addition to our right to terminate the contract on account of delay in completion of the work or unsatisfactory material and workmanship.

38. Sub-Contracting:

You can at your will sub-contract any portion of this contract. All actions of the sub-contractors will be your own responsibility. Any damages or otherwise liabilities arising out of sub-contractors will your sole responsibility. You shall intimate to CEMS all such sub-contractors working on site, with their individual responsibilities.

39. Completion Drawings:

On completion of the work and before handing over the installations, you will have to submit 3 sets of "As Built Drawings" with all relevant details of the installation. Also one computer CD / DVD (Soft copy) thereof shall have to be submitted for record.

40. CEMS reserves the right to terminate the Contract with a notice of one week, if your performance is found to be unsatisfactory both in respect of completion time and quality of work.

41. All disputes arising out of this Contract shall come under Indian Arbitration Act in Mumbai.

42. Execution of Contract:

Please note that this work order together with the documents enclosed will constitute a binding agreement between you and CEMS.

43. All the correspondence will be on the following address:

**Center of Excellence in Maritime & Shipbuilding
52A, Adi Shankaracharya Marg,
Opp. Powai Lake, Powai,
Mumbai – 400072**

44. Please acknowledge receipt of this letter as token of acceptance of the various terms and conditions of the contract and proceed with the work at once.

Thanking you,

**Yours truly,
For CEMS**

Authorized Signatory.

Enclosures:

1. Scope of Work

Annexure 5- Form of Bank Guarantee towards Earnest Money

In consideration to the Director, CEMS (herein after referred to as Director, which expression shall include his successors and assigners) on the first part and M/s (Herein after referred to as Tenderer) on the second part. The Director, CEMS having agreed to accept the Earnest Money Deposit ` 10,00,000/- (Rupees Ten lakh) only in the form of Bank Guarantee for the tender for the construction, we hereby agree to pay the Director, CEMS on receipt of his demand a sum of `10,00,000/- (Rupees Ten lakh) and the guarantee will expire on

Notwithstanding anything contained in the foregoing, our liability under this guarantee is restricted to `10,00,000/-(Rupees Ten lakh). Our guarantee shall remain in force for 180 days. Unless a demand under the guarantee is made in before all rights of the Director, CEMS under the said guarantee shall be forfeited and we shall be released and discharged from all liability there under.

Dated this 2018. Accountant

For the Bank of Agent/Manager

Annexure -6: Work Order Draft

Ref: CEMS – Civil works Vizag 01

XXth Feb 2018

To,
ABC Ltd
Address:

Sub: Work Order – Turnkey implementation of Scope of Work for Center of Excellence in Maritime & Shipbuilding (CEMS) at Indian Maritime University Visakhapatnam Campus, Visakhapatnam.

Dear Sir,

With reference to your finally negotiated quotation of **XX February, 2018** towards complete turnkey implementation of Scope of Work as defined in Annexure -4 for our premises at IMU Visakhapatnam Campus, Visakhapatnam. We are pleased to advise that your offer for the aforesaid scope of work has been accepted by us at an estimated cost (exclusive of GST) as follows:

Complete Scope of Work : INR XXXXXXXXX
Less: Final Discount @ xx%: INR XXXXX

Total Order Value INR XXXXXXXX

(Rupees _____)

Annexure –7 Financial Proposal

(To be submitted in a Separate Sealed Envelope)

To:

Director
Center of Excellence in Maritime & Shipbuilding
52A, Adi Shankaracharya Marg,
Opp. Powai Lake, Powai,
Mumbai

Sir:

Subject: Turnkey implementation of Center of Excellence in Maritime & Shipbuilding (CEMS) at Indian Maritime University Visakhapatnam Campus, Visakhapatnam. Regarding Price Proposal

I/We _____ (name of firm) wish to submit the following bid for the turnkey implementation of the work quoted in the subject line for Rs. _XXXXXX_____ (in figures) (in words).

The amount quoted includes all costs for executing the scope of work and all taxes/duties etc. CEMS will not reimburse any other expenses other than what is quoted in the lump sum total cost indicated in the Financial Bid.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

The Financial proposal is to be filled strictly as per the format given in RFP.