

Part V- TECHNICAL SPECIFICATIONS

1. General

- 1.1. The specifications and mode of measurements for Building works shall be in accordance with Central Public Works Department (CPWD) Specifications 2009 Volumes I and II and Kerala PWD Manual and that for Road and Bridge works shall be in accordance with MoRTH/IRC specifications with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the individual item specification in the Bill of Quantities. The entire work shall be carried out as per the above specifications in force with up to date correction slips issued up to the date of opening of tender.
- 1.2. For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof, if any, up to the date of opening of tenders.
- 1.3. In case of B.I.S. (formerly I.S.I) codes/specifications are not available, the decision of the Engineer based on standards prescribed by ASTM, BS, DIN, AASHTO and similar organisations or acceptable sound engineering practice and local usage shall be final and binding on the contractor. However, in the event of any discrepancy in the description of any item as given in the bill of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD/MoRTH or other specifications mentioned above, or in drawings the former shall prevail.
- 1.4. The work shall be carried out in accordance with the design and drawings furnished by the Department. The drawings shall have to be properly co-related before executing the work. In case of any discrepancy noticed between the drawings, final decision, in writing of the Engineer shall be obtained by the contractor. For items, where so required, by the relevant clause in PWD Quality Control Manual, samples shall be prepared before starting the particular items of work for prior approval of the Engineer and nothing extra shall be payable on this account.
- 1.5. All materials to be used on works shall bear I.S. certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available (not produced), the materials used shall conform to relevant I.S. Code or CPWD/MoRTH specifications, as applicable in this contract.
- 1.6. In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "Premium/First Quality" by the manufacturers shall be used unless otherwise specified. First tier Quality Control tests for all materials and work shall be done as per the procedure and frequency detailed in PWD Quality

Control Manual. Proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer. Manufacturer's test certificate shall also be produced by Contractor as required in the relevant provisions of the PWD Quality Control Manual. The contractor shall carryout Mix Design for all RCC works done by the labs approved by the Government. Reinforcement steel and Cement shall be as per the Finance Department circular No-8/2016/Fin dated 4-2-2016.

- 1.7. In respect of the work of other-agencies deployed in the same site through a separate contract by the Employer for doing work like electrification, air-conditioning, external services, other building work, horticulture work, etc. and any other agencies simultaneously executing other works, the contractor shall afford necessary coordination and facilities for the same. The contractor shall leave such necessary holes, openings, etc. for laying / burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps, etc. as may be required for the electric, sanitary air-conditioning, fire fighting, PA system, telephone system, C.C.T.V. system, etc. and nothing extra over the agreement rates shall be paid for the same.
- 1.8. Unless otherwise specified in the bill of quantities, the rates for all items of work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, or due to any other cause whatsoever.
- 1.9. Any cement slurry added over base surface (or) for continuation of concreting for bond is added its cost is deemed to have in built in the item unless otherwise/explicitly stated and nothing extra shall be payable or extra cement considered with consumption on this account.
- 1.10. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 1.11. The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.12. Rates for plastering work, if any (excluding washed grit finish on external wall surfaces) shall include for making grooves, bands, chicken wire mesh over joints etc. wherever required and nothing extra shall be paid for the same.
- 1.13. The rates quoted for all brick/concrete work shall be deemed to include making openings and making good these with the same specifications as shown in drawings and/or as directed. No extra payment shall be made to the contractor on this account.
- 1.14. Rates for all concrete/plaster work shall include for making drip course

moulding, grooves etc. wherever required and no extra shall be paid for the same.

- 1.15. Rates for flooring work shall include for laying the flooring in strips/as per sample or as shown in drawings wherever required and nothing extra shall be paid for the same.
- 1.16. The drawing(s) attached with the tender documents are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed. The rates quoted by the tenderer shall be deemed to be for the execution of works taking into account the "Design Aspect" of the items and in accordance with the "Construction Drawings" to be supplied to the Contractor during execution of the works.
- 1.17. The quoted rate shall be for finished items and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The Employer shall not be supplying any material, labour, plant etc. unless explicitly mentioned so.
- 1.18. There could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly.
- 1.19. The contractor shall also ensure that all work sites within the site are properly cordoned off by means of barricades and screens up to a height of 3.0 m above ground level at his own cost. The contractor shall use pre-coated GI sheets which are in good condition mounted on steel props.
- 1.20. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
- 1.21. The Contractor will have to take prior approval of the Engineer-in-charge for the Make of materials before procurement of the same. It may also be noted that if any of the makes does not comply with Standards, it will not be allowed for use. No claim what so ever shall be entertained on this account.
- 1.22. The contractor shall clear the site of all rubbish, remove all grass and low vegetation and remove all bush wood, trees, stumps of trees, and other vegetation only after consultation with the Field Engineer as to which bushes and trees shall be saved.
- 1.23. The contractor shall carry out the survey of the site and shall establish sufficient number of grids and level marks to the satisfaction of the Engineer-in-charge, who shall decide on the basis of this information, the general levels of the construction works.
- 1.24. Prior to commencement of construction, the contractor shall in consultation with the Engineer-in-charge, establish several site datum bench-

marks, their number depending on the extent of the site. The bench-marks shall be sited and constructed so as to be undisturbed throughout the period of construction.

1.25. The Engineer-in charge might have got the soil investigation done and if so, copy of the report will be handed over to the contractor for their scrutiny upon specific request by the Contractor. The Contractor shall however inspect the site and study the findings from the trial pits or bores in order to assess the problems involved in and methods to be adopted for excavation and earthwork. The contractor shall ascertain for himself all information concerning the sub-soil conditions, ground water table levels and intensity of rainfall, flooding of the site and all data concerning excavation and earthwork. The Employer shall not be responsible for any later claims of the contractor for any extra work required to be done on account of this and shall not pay any extra amount in this regard.

1.26. The Contractor shall set out the works using Total Station and during the progress of the building shall amend at his own cost any errors arising from inaccurate setting out. During the execution of the work contractor must cross check his work with the drawings. The contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and/or errors at his own cost, failing which the Engineer-in charge serves the right to get the same rectified at the risk and cost of the contractor.

1.27. Cleaning up and handing over:- Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface, etc. shall be cleaned down in a manner which will render the work acceptable to the Engineer-in-charge. All rubbish due to any reason, shall be removed daily from the site and an area of up to ten metres on the outer boundaries of the premises will be cleaned by the contractor as a part of the contract. Upon completion of the Work, the contractor shall hand over to the Assistant Engineer the following:

- a) Written guarantee and certificates
- b) Maintenance manuals, if any, and
- c) Keys.

1.28. Samples :- The contractor shall submit to the Engineer-in charge samples of all materials for approval and no work shall commence before such samples are duly approved. Samples of materials for concrete works, masonry units, building insulation, finished hardware, door and windows, flooring materials etc. and every other work requiring samples as detailed in the PWD Quality Control Manual or as required by the Engineer-in charge shall be supplied to them and these samples will be retained as standards of materials and workmanship. The cost of procuring the samples shall be borne by the contractor. Throughout this specification, types of material may be specified by manufacturer's name in order to

establish standard of quality, price and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the price of 'approved equivalent' except that the burden is upon the contractor to prove such equality, in writing.

1.29. Tests :- All materials and methods of tests shall conform to the latest rules, regulation and/or specifications as per the provisions laid out in the PWD Quality Control Manual and PWD Quality Control Laboratory Manual. The Engineer-in charge will have the option to have any of the materials tested and if the test results show that the materials do not conform to the specifications, such materials shall be rejected. The expenses to carry out tests as per frequency and procedure detailed in the PWD Quality Control Manual and PWD Quality Control Laboratory Manual will be deemed to be included in the Rates quoted.

1.30. Mode of Measurements:- All measurements will be taken in accordance with Kerala PWD manual.

1.31. The rates tendered by a Bidder for the work shall include the cost of :

- a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;
- b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
- c) Providing and maintaining all temporary fences, shelters, lights , watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
- d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
- e) All fees and royalties of materials and
- f) Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and levelling of and restoring the site to a tidy condition, prior to handing over the work to the Assistant Engineer and also its maintenance until so taken over.

1.32. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc. which may have to be measured prior to being used on the work, the Bidder must always stack or arrange them neatly on level ground or on ground cleared and levelled by him for the purpose in such manner as may be ordered by the Engineer so that they may be easily

susceptible for inspection and measurement, the cost of such clearing, levelling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimensions specified by the Field Engineer. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

- 1.33. The Bidder should state whether he has all the plant necessary for execution of the work. If the opinion of the Engineer-in charge, Bidder's own plant is neither sufficient nor suitable for the proper execution of the work, the department may supply other available plant and recover hire charges for the same. The decision of the Engineer-in charge in the matter shall be final and binding on the Contractor.
- 1.34. Unless otherwise specifically provide for in the Contract, the Contractor shall at his own cost keep all portions of the work free from water whether due to springs, or inclement weather and neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
- 1.35. The Contractor shall be responsible to see that the level or the other pegs, profiles, bench, marks masonry pillars or other marks set up by the Department for guidance in the execution of the work are not disturbed, removed or destroyed. If the same is disturbed, it will be replaced by the Engineer at the cost of the Contractor.
- 1.36. Any materials brought to the site of work, or any work done by the Contractor but rejected by the Engineer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done, the dismantled or rectified at the expense of the Contractor, as may be ordered by the Engineer-in-charge.
- 1.37. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted bid and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Engineer-in charge.

Part VI- PRE-QUALIFICATION INFORMATION

1. General

- 1.1. The following criteria specified for pre-qualification shall be met by the Bidder in addition to the requirements specified elsewhere in the bidding document. The Bidder is required to submit all details as below along with his bid online and subsequently a signed hardcopy of all these details shall be submitted to the tendering authority as detailed in the section “Instructions to the Bidders”
- 1.2. A Bidder shall be pre - qualified so that his financial/price bid can be opened.
- 1.3. Prequalification questionnaire completed in all respect shall be submitted online to the Tender Inviting Authority on or before closing date.
- 1.4. Bidder has to bear all cost and expenses in making this PQ offer, in providing clarification or attending discussions, conferences or site visits.
- 1.5. Incomplete offers are liable to be rejected.
- 1.6. The language for submission of bid should be English.
- 1.7. The enclosed Forms/schedules should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be stated as “not applicable”.
- 1.8. If the offer is submitted by a Bidder backed up by specialized Sub-Contractors, the Bidder and each of the Sub Contractor should fill in all the schedules completed. The main Bidder should be clearly identified and the extent of responsibility of each of the Sub-Contractors should be defined.
- 1.9. Testimonials, audited financials etc shall be in English and shall contain amounts in Indian Rupees only. Others shall not be considered.
- 1.10. If the application for bidding is made by a firm in Partnership, it should be signed by all the Partners of the Firm, above their full name and current address, or by a Partner holding valid Power of Attorney for the firm by signing the application in which case a certified or notarised copy of the power of attorney shall accompany the application. A certified copy of the Partnership Deed or Memorandum of Understanding, current address of the Firm and the full name and current address of all the Partners of the firm shall also accompany the application.
- 1.11. If the application for bidding is made by an Limited Company or a Limited Corporation, it shall be signed duly by authorized person holding the Power of Attorney for signing the application in which case a certified copy of the power of attorney shall accompany the Bid. Such Ltd.

Company or Corporation will be required to furnish satisfactory evidence of its existences before the contract is awarded.

- 1.12. If the application for bidding is made by a group of Firms, Joint Venture or Consortium, it shall be accompanied by a notarised document of Memorandum of Understanding signed by all parties to joint venture / consortium confirmed therein in a clear and definite manner the proposed administrative arrangements for the management and execution of the Bidder, the definition of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the Joint Venture and an undertaking that the parties are jointly severally liable to the Employer. The Performance of each of the parties to the Joint Venture on works of a similar nature within the past five years, current works on hand and other contractual commitments shall also be submitted along with the Bid.
- 1.13. All the partners of the Bidding Firms/Joint Ventures/Partnership Firms/Consortiums shall be of Indian Nationals or Indian registered companies.
- 1.14. To be eligible for award of contract, Bidders shall provide evidence satisfactory to the Employer, notwithstanding any previously conducted prequalification of potential Bidders, of their capability and adequacy of resources affectively to carry out the subject Contract effectively. To this and all bids submitted shall include the following information which shall be submitted by all Bidders and their individual Partners/ Joint Venture Partners/Consortium Partners.
 - (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company of firm or partnership or, if a Joint Venture or Consortium of each party there to constituting the Bidder.
 - (b) Where the Bidder is a Joint Venture or Consortium of two or more firms a statement/ MoU signed by all parties to the joint venture of the proposed administrative arrangements to the management and execution of the Contract, the duties responsibilities, and scope of works to be undertaken by each party, the authorized representative of the joint venture, with an undertaking that the several parties are jointly and severally liable to the Employer for the performance of Contract.
 - (c) Details of the experience and past performance of the Bidder or each party to a Joint Venture of works of similar nature within a past five years, and details of current work in hand and other contractual commitments.
 - (d) Major item of construction equipment and key personnel proposed for use in carrying out the contract in the form as prescribed in schedule-D form.
 - (e) The qualification and experience of key personnel proposed for

administration and execution of the contract both on and off site in the form at prescribed in schedule-C supported by the copies of their professional qualification certificates.

- (f) Proposal for sub- contracting elements of the works amounting to more than 10 % of the tender amount for each elements the listed in Schedule-E
- (g) Reports on the financial standing of the Bidder/each party to a Joint Ventures/Consortium/Others including audited profit and loss statements and balance sheets for the past five years, their existing commitments and a written authority from the Bidder (or authorized representative of a Joint Venture) to seek reference from the Bidder's Bankers.
- (h) Information regarding any current litigation or arbitration proceedings in which the Bidder(including all partners or associates) is involved. If such details are not there for a Bidder or his partner, they shall submit a Nil statement with regard to this.

1.15. The information furnished must be sufficient to show that the application (along with all parties to Consortium/ Joint Venture), has earlier carried satisfactorily work of similar size, nature and complicity. Each Bidder (along with all parties to Consortium/ Joint Venture) shall submit their pre-qualification application and supporting details invariably even though they have been qualified earlier in similar works Pre-qualification with the Employer.

1.16. The applicant is expected to have visited at the Work site before submitting Prequalification.

1.17. While submitting the schedule duly filled up, the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm and all the members of the consortium / joint venture.

1.18. The Employer/ Tender inviting authority reserves the right to reject any or all the prequalification applications, without assigning any reason and the Employer's decision shall be final and binding to all concerned.

2. Eligibility and qualification of Bidder

2.1. The Bidder shall possess a valid registration as provided in clause 1.3.1 of Part-I. The Bidder shall submit an attested true copy of his Registration Certificate along with the Bid.

2.2. The intending Bidder must have in his name as a prime contractor experience of having successfully completed least one similar work costing more than 40% (Forty percentage) of the estimated cost of work put to tender, for Government / Semi Government Clients during the last 05 (five) years ending last day of month previous to the month in which bid applications are invited.

- 2.3. Similar nature of works- Works of any magnitude with a minimum as stated above which is of the same nature and type of the work tendered as per the Contract Data.
- 2.4. In order to prove the above eligibility, a Certificate of experience from the Agreement Authority of the completed similar work shall invariably be submitted along with the tender documents failing which the tenders will be rejected. The certificate should contain the details such as Name of work, Agreement number, Estimated cost, Contract Price, date of start and date of completion, whether the work has been completed satisfactorily, the salient features of the work like type of structure and foundation, number of stories and type of finishing in case of Building works. For Bridge works, the Certificate shall contain type of bridge, span, and number of spans, type of foundation, substructure, deck slab and the width of deck slab. For Road works, the Certificate shall contain type of road, carriageway width, type of sub- base and base courses and the surface course and the type of road markings and signages. In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 05 (year) year period. Certificates which do not contain the above details will not be considered for evaluation and the Bidder will be disqualified without notice.
- 2.5. The Bidder shall submit certified audited copies of its balance sheet and profit and loss account to demonstrate its annual financial turnover during the last 5(five) years, ending 31st March of the previous financial year. Annual financial turnover and cost of completed works of previous years shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.
- 2.6. The Bidder should possess adequate working capital of more than 10% of the probable estimated cost of work for which he is bidding. For this the Bidder shall submit his Bank's certificates specifically showing access to lines of credit and valid proofs showing availability of other financial resources to meet the requirement. Bank's certificates does not showing the amount of credit limit sanctioned to the Bidder is liable to rejected and the Bidder will be disqualified without any notice. In case of bank certificates showing sanctioned credit limit and utilised credit limit, the Employer shall take the balance available credit limit only for evaluation purpose.
- 2.7. The Bidder shall provide evidence satisfactory to the Employer of its eligibility, capability and adequacy of resources to effectively perform the subject contract. To this end, the Bidder shall be required to submit the following information
- a) The Bidder shall submit details of experience and past performance of works of similar nature in the last five years with certified/attested/notarised copies of certificates from the Clients as detailed in clause 2.4.

- b) The Bidder shall provide the details of his ongoing works viz., Name of work, Client/Department, Agreement number, Estimated cost, Contract Price, date of start, amount towards work completed at the time of Bid submission and probable date of completion.
- c) The qualifications and experience of Technical and Administrative personnel proposed for administration and execution of the contract both on and off site with copies of their Certificates to prove qualification.
- d) Major items of construction plant and equipment proposed for use in the performance of the Contract. It shall be noted that, if the Bidder does not possess/intend to procure the minimum required plants and equipment as given in the special conditions of contract and Contract Data, he will be disqualified for this work. Hence, it is advised that the Bidder shall closely look in to the requirements of the subject work and the minimum required plants and machinery. Proof of purchase of such equipment in the Bidders name shall be submitted along with the technical proposal.
- e) Details of subcontractors to whom it is proposed to sub-contract any portion of the contract and for whom authority will be required for such subcontracting in accordance with the conditions of contract, especially for specialised works, if any, in the contract.
- f) A draft programme of works as described in this document, which shall form part of the contract if the tender is accepted. Any change in the programme or schedule shall be subject to the approval of the Engineer- in charge.
- g) Details of any current litigation or arbitration proceedings or court cases in which the Bidder is involved as one of the parties. In case the Bidder is blacklisted or debarred from any Government Works by any Government Department, the same shall be informed with details in the bid document. In such cases, the Employer reserves the right either to accept or reject the bid.
- h) Duly filled Requisition for e-Payment form.

2.8. In addition to above, the intending Tenderer has to submit the following:

- a) Permanent Income Tax Account Number and details of tax payment for the last five years.
- b) Particulars of Registration with appropriate Sales Tax Authorities (in relation with Work Contract Tax) if applicable.
- c) Particulars of Registration / clearance from the appropriate Provident Fund Authorities, if applicable.
- d) Registration of the firm, in case of partnership firm, Joint venture and consortium. The details of registration shall be submitted (Tenders from unregistered firm/not accompanying requisite details will be rejected).
- e) Service Tax Registration, if service tax is payable.

2.9. Copies of all the certificates and deeds are to be submitted duly authenticated by the Bidder.

3. Joint Venture/consortium:-

3.1. Tenders submitted by a Joint Venture/Consortium/Partnership of two or more Firms/Contractors as partners shall comply with the following requirements;

- a) The tender and in case of a successful tender, contract form/agreement signed shall be legally binding on all partners.
- b) One of the partners shall be nominated as being Lead Partner, and the authorization of the lead partner to submit the tender and deal with further correspondence or any other related matters shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
- c) The Lead Partner shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture/consortium and the entire execution of the contract including payment shall be done exclusively with the Lead Partner.
- d) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in (b) above as well as in the form of tender and the contract form (in case of the accepted tender).
- e) Parties should specify their role in the joint venture whether technical or financial and corresponding sharing percentage.
- f) A copy of the registered contract/notarised MoU entered into by the joint venture/consortium/partnership partners shall be submitted with the tender.
- g) A Bidder who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- h) The qualification criteria parameter e.g. turnover details, financial resources etc. of the individual partners of the joint venture will be added together and the total criteria should not be less than as spelt out in the qualification criteria. Hence, the details of all the partners shall be submitted irrespective of their share in the joint venture or consortium.
- i) The formation of joint venture or change in joint venture character / partner after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- j) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification

- requirements, subject to the written approval of the Tender Inviting Authority.
- k) The contract agreement, in case of successful Bidder, should be signed jointly by each Joint Venture partners.
 - l) An entity can be a partner in only one Joint Venture/consortium/partnership firm. Bid or bids submitted by Joint Ventures/consortium/partnership firm including the same entity as partner will be rejected.
 - m) In case of consortium / associate route of participation, consortium partners must collectively meet the technical and financial qualification requirements. In such a case the Bidder:
 - a. Shall furnish a registered/notarised Memorandum of Understanding with associates/ Consortium partners (as per format given)
 - b. Shall furnish a registered/ notarised JDU (Joint deed of undertaking) prior to signing of as per format given in bid documents. Bidders will be required to submit a registered Memorandum of Understanding (MOU) entered with the associates along with the bid in Technical bid.

1. PRE-QUALIFICATION DOCUMENT

Name of Work:-

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1.1. Bids for Prequalification or contract are invited for a Work which included in the Contract Data hereunder. General Bidders booked up by the specialist sub-contractors or alternatively Joint ventures of consortia, who wish to bid for the work should apply for Pre- qualification in the manner set out in this documents as per the above given conditions and criteria.

1.2. EMPLOYER- Payyanur Cooperative Hospital Secretary or his authorized representative(Architect)(or any other officer specially deputed for the purpose on behalf of the **Payyanur Cooperative hospital Administrative board committee**

Name :

Address :

Telephone :

1.3. ENGINEER

Name :

Address :

Telephone :

Name :

Address :

Telephone :

1.4. Name of work : <Here all the contract sub section with their nomenclature of improvement may be listed>.

1.5. Location of work and site conditions:-

1.6. Broad / Scope of Work

1.6.1. Major items of improvements envisaged through this work

1.6.2. Salient features

3.2. PRE- QUALIFICATION APPLICATION

Contract No :

Name of Work:

To

.....
.....
.....

Dear Sir,

Having examined the pre-qualification documents including scope of works and time frame of construction, I / We hereby submit all the necessary information and relevant documents for prequalification me / us for bidding for the above mentioned work.

The application is made by me on behalf of

.....
.....group of firms) in the capacity of
..... duly
authorised to submit the offer.

The necessary evidence, admissible in law in respect of authority assigned to me / us on behalf of the group of firms for applying and for completion of the contract documents is attached herewith.

I / We understand that Engineer / Employer reserves the right to reject any applications without assigning any reason.

Name of Bidder:

(Name including titled capacity in which application is made)

Place:

Date:

Encl:

- 1. Schedule duly filled in the prescribed form.
- 2. Evidence of authority to sign.
- 3. Latest brochures.

4.8 STRUCTURE AND ORGANISATION SCHEDULE – A

1. Name of Bidder or Company who is major Partner and is leading the joint Venture / consortium :

Address :

Telephone :

Telex :
2. Description of Company :(for eg. General Civil Engg. Bidder, supplier of equipment etc.)
3. Registration and Classification with the PWD in Kerala :
4. Name and address of bankers :
5. No. of years of experience as a General Bidder. In own country :
Internationally :
6. No. of years of experience as a Sub Contractor : In own country :
Internationally :
7. Name and address of partners or associated companies to the involved in the Work and whether parent/subsidiary/other :
8. Name and address of the companies of various items of civil works, namely :
 - a) Pre-construction soil investigation :
 - b) Earth Work :
 - c) Flexible pavement involving items such as granular, sub-base wet mix macadam ;water bound macadam, dense bituminous macadam asphaltic:concrete, open graded premix carpet, mix seal surfacing etc.
 - d) Minor bridges/culverts with Protection works :
 - e) Supply and installation of Roads signs pavement markings :
 - f) Miscellaneous works :
9. Name and address of companies who will be involved in

- a) Supply and installation of signal system if any,
- b) Electrical installation etc.

10. Attach and organization chart showing the structure of the company including names and position of Directors and key Personals :

Note : Particulars of 2,3,4,5,6,7,8,9 & 10 above should be separately for each partner of joint venture /Consortium.

4.9 SCHEDULE – B – FINANCIAL STATEMENT

(To be given separately for each partner of Joint Venture /Consortium)

1. Name of firm (Partners in case of Joint Venture / Consortium) :
2. Capital
 - a) Authorised :
 - b) Issued and Paid up :
3. Attach audited balance sheets and profit And loss statements for the past 5 years :
4. Financial position (Exact amount in Rupees to be stated)
 - a) Cash :
 - b) Current assets :
 - c) Current liabilities :
 - d) Working capital :
 - e) Net worth :
5. Total Liabilities
 - a) Current ratio :Current assets to current liabilities
 - b) Acid test ratio :Cash, temporary investment held in lieu of cash and current revivable to current liabilities.
 - c) Total liabilities to new worth :

Note : Information asked against each item to be carefully filled in . More reference to balance sheet in reply to above point is not acceptable.

6. Annual value of construction works, undertaken for each of the last five years and Work for current years.

Year	2024-25	2023-24	2022-23	2021-22	2020-21
Home					
Abroad					

7. Net profit before tax :

a) Current period :

b) During the last financial Year :

c) During each of the four previous financial year :

The profit and loss statement have been certified through

.....

By.....

.....

.....

8. Applicant's financial arrangements for the proposed Work (Exact amount in rupees to be mentioned) :

a) Own Resources : Rs.

b) Bank Credit : Rs.

c) Others (Specify) : Rs.

9. Certificate of financial soundness from bankers of Applicants together with their full address :

10. Approximate value of works in hand : Rs.

11. Value of anticipated orders for next financial

year : Rs. Home :

Abroad :

Note : Details of items 10 & 11 are to be given in Schedule 'E' Experience.

Schedule C – PERSONNEL

3.3. DETAILS OF PERSONNEL WITH THE APPLICANT

Name of Applicant :

Sl.No.	Description	Of the Applicant's pay roll
--------	-------------	-----------------------------

1. Work Manager
2. Works Manager (Main Civil Works)
3. No.of Engineering Graduates
 - a. Design
 - b. Construction supervision
4. No. of Administrative Graduates
5. No. of skilled employees
6. No.of unskilled employees
7. Please indicate whether design, wherever required as per condition of bid, will be carried out in-house or with the help of consultants. If in house, please indicate the details of design carried out over the past five years. If to be done by back up consultants, please give the data such as name of company key personnel and professional qualifications, present position, total experience, number of Engg. Staff under each category of specialization and details of work excavated.
8. For item at Sl. No. 1 to 6 data area necessary for each partner of venture /Consortium. In the case of Personnel at Sl. No. 1 and 2 Please give name, qualification present Posting professional experience and linguistic ability relevant to the Work.

4.11 SCHEDULE 'D'

4.11.1 PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK
<the details of equipments required for the Work and available with Bidder>

4.12 SCHEDULE 'E'

4.12.1 Bidder's Experience C

Company/Individual:

Experience : Geographical (To be given separately for each partner of Joint Venture / Consortium

Summary of experience of company in the neighbourhood Work and / or neighbouring states.

EXPERIENCE	RELEVANT PROJECTS COMPLETED	COMPANY
(To be given separately for each Partner of Joint Venture / Consortium)		

Please Fill information about the relevant Works completed over the last six years

Employer	Name, Location & Type of Contract	Name of Engineer responsible for Supervision	Contract Price & Date (Rs. Lakhs)	Percentage of Participation of company in project	Was contract satisfactorily complete including time provision

Contract:

Company:

Experience : ALL WORKS IN PROGRESS (To be given separately for each partner of Joint Venture / Consortium)

Employer	Name, Location & Type of Contract	Name of Engineer responsible for Supervision	Contract Price & Date (Rs. Lakhs)	Percentage of Participation of company in project	Value of Work Completed & Certified	Percentage of Partial Completion	Scheduled date of completion

4.13 SCHEDULE 'F' – ADDITIONAL INFORMATION

(The applicant can add here any further information relevant to the evaluation of their pre-qualification bid)

Part VII- FORMS and DECLARATIONS

1. FORM OF TENDER

Name of Work:

To

The President / Secretary of Cooperative hospital , Payyanur

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender Notification _____ date.....and specifications and conditions of contract in the bidding document.
2. Copy of the electronically signed specifications signed is also enclosed.
3. I/We further agree to complete the whole work in.....
..... weeks/months from date of receipt of order to start work, and / or in the case of piece-works, maintain the minimum rate or progress specified in the Tender Schedule.
4. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me /us if the whole work be not given to me/us.
5. In consideration I/We being registered as a Bidder in the Kerala PWD and invited to tender, I/We agree to keep the tender open for acceptance.....days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Government.
6. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

A sum of Rs..... is hereby remitted online on the Co-op hospital portal web site as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to Government.

OR

If after tender is accepted, I/We fail to execute the agreement as provided in clause _ of tender notifications or to commence the execution of the work as provided

in the conditions. I/We agree that the government shall , without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the Government by the retender or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Acc:

- i. Tender Schedule (submitted with Financial Bid) :
- ii. Earnest Money Rs.....
- iii. Signed copy of full tender/bid documents:
- iv. Signed copy of drawings : Nationality :

Signature

Full Name of Bidder:

Place of Residence:

2. PRELIMINARY AGREEMENT FORMAT

PRELIMINARY AGREEMENT

(To be executed on stamp per Rs.200/-)

Preliminary Agreement entered into on this day ofTwo thousand and between

..... <Tender Inviting Authority> for and on behalf of the Secretary, Payyanur Cooperative Hospital Society, of the one part and

Sri

.....
.....

.....
.....

(here enter full name and address of the Bidder) hereinafter called the Bidder of the other part for the execution of the agreement as well as for the execution of the work ...

.....
....

.....
...

.....
....

..... WHEREAS the **Government** invited tenders for the work

of

.....
.

..... (here

enter name of the work)by Notification No..... Dated

.....

..... in the

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money Rs. ____ /- (Rupees _____) [carrying no interest] by means of online payment in the Co op Hospital portal web site of Kerala in favour of <tender inviting authority> and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per clause 3.6.6 and 7 of ITB of the bid document.

I/We further agree for the deduction of 2.5% from the 'Interim Payment/RA Bill' and up to a maximum of 2.5% of the contract value towards the 'Performance Security Deposit', which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposited shall be treated as security for the proper fulfilment of the

same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of Contract Data in the bid document), the performance guarantee(both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA Bills shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Government. I/We shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

I/We further agrees that, in the case of becoming the lowest Bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other

subsisting contracts or under the Revenue Recovery act or otherwise the **G**overnment may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

- 1) The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.
- 2) The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work

.....

(hereinafter the name of the work) if awarded in favour of the me/us.)

- 3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the Government can be realized from the Bidder under the Revenue recovery Act as if arrears of

land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public works, Chief Engineer (Admn) or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.

- 4) The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his Bid Security and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.
- 5) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Divisional officer in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF SRI.....
..... (here enter the name of the officers of the Department)

for on behalf of the Secretary, Payyanur Cooperative Hospital Society and
.....

.....
.....

... the Bidder have set their hand on the day and year first above written

Signed by Sri.....(officer / Officers of
Public Works Department)

In the presence of witnesses:

- 1.
- 2.

Signed and delivered by..... (Bidder) in the presence of

- 1.
- 2.

3. Format for Integrity Pact

(Certificate to be furnished by the Bidder with the tender document downloaded from Co op Hospital portal)

CERTIFICATE

I/We..... undertake that the tender submitted by us is downloaded from Website (<https://www.payyanurhospital.com> and is same in content and form (verbatim), and any deviation, of detected, at any stage, would entitle the Employer to reject our bidding/ offer without assigning any reason or recourse to any penal action and would be legally binding on us.

Signature..... (of Bidder)

Seal.....

4.Format for Affidavit

Non-Judicial Stamp Paper

AFFIDAVIT

I/We,,
Bidder/Partner/Legal Attorney/Accredited Representative of M/s..... solemnly declare
that:

1. I/We are submitting Tender for the Work
against Tender Notice No..... dated
2. None of the Partners of our firm is relative of employee of
(Name of the Employer) who is involved with the arrangement and execution of this work.
3. All information furnished by us in respect of fulfilment of eligibility criteria and
qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic,
true and valid.
5. I/we undertake to deploy all plant and machinery, tools and tackles, man and materials
etc. as required for execution of the work.
6. I/We hereby declare that I/We have perused in detail and examined closely the Central
Public Works Department Specifications, Kerala PWD Manual, Kerala PWD Quality
Manual and Laboratory Manual, before I/We submit the tender/ bid and I/We agree to be
bound by and comply with all such specifications and requirements.
7. If any information and document submitted is found to be false/incorrect at any time,
department may cancel my/our Tender and action as deemed fit may be taken against us,
including termination of contract, forfeiture of all dues including Earnest Money, revoking
of Bank Guarantees and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Seal of Notary

Dated

5. Form of Performance Guarantee by Bank

1) This deed of Guarantee made on the day of (month & year) between Bank of..... (hereinafter called the “Bank”) represented by____ (name of authorised signatory) of the one part, and the <tender inviting authority> (hereinafter called “the Employer”) represented by ___(name) of the other part.

2) Whereas Employer has awarded the contract for (Name of work as per Notice Inviting Tender) (hereinafter called the contract) to(Name of the Contractor) hereinafter called the “Contractor”.

3) AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Guarantee for a total amount of ` (Amount in figures and words).

4) Now we the Undersigned (Name of the Bank and Branch) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of `(Amount in figures and Words) as stated above.

5) After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6) This Guarantee is valid till (valid till 28(twenty-eight) days from the completion of defects liability period as per clause ___of bidding document).

7) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10) The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

11) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed `(Rupees.....)

b) This Bank Guarantee shall be valid up to

IN WITNESS WHEREOF I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of theBank.

Signature of Authorized Bank
official Name :

.....

Designation :

.....

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named
..... in the presence of :

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

6.Requisition Form for e-Payment

Requisition for e-Payment

[To be attached with tender form as per _____]

Certified that I am having a Savings / Current Account in <Name of Bank> at <Name of Branch> with IFSC Code _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place:

.....

....

Date:.....

.....

7. Sample Guarantee Bond for termite-proof/water and leak-proof work.

This AGREEMENT made this day of
.....two thousand.....between M/s
.....(Hereinafter called the Guarantor/Contractor of the one part) and the.....
..... (Employer on behalf of the Secretary , Payyanur Cooperative Hospital
hereinafter called the Government of the other part).

WHEREAS this agreement is supplementary to the contract (hereinafter called the Contract) dated made between the Guarantor of the one part and the Employer of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said Contract recited, completely termite-proof/water and leak-proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structure will remain termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building waterproof/termite-proof at his cost to the satisfaction of the Engineer-in-charge, and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge/Competent authority calling upon him to rectify the defects, failing which the work

shall be got done by the Department by some other Contractor at the Guarantor's cost and risk, and in

the later case the decision of the Engineer-in-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing/anti-termite treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor
..... an
d by

..... for and on behalf of the Secretary , Payyanur Cooperative Hospital on
the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence
of witnesses

- 1.
- 2.

Signed for and on behalf of SECRETARY , PAYYANUR COOPERATIVE HOSPITAL
by

.....
in the presence of witnesses

1.

2.

8.Format for MoU for Consortium or Joint Ventures

FORMAT OF MEMORANDUM OF UNDERSTANDING WITH ASSOCIATE(S)

(Format for the MoU between the Bidder i.e. Lead Member & its Associate(s) and to be submitted along with the Bid by the Bidder)
(To be executed on Non-Judicial Stamp Paper of appropriate value)

Memorandum of Understanding

Name of Work :

Ref : NIT No.....

We, M/s (Name & Address of the Bidder i.e Lead Member) and (i) M/s, (ii) M/s And (iii) M/s * (Names and addresses of the Associate/ Consortium partner) have formed a Consortium for the subject work and hereby undertake:

1. to be held jointly and severally responsible for the subject work as well as performance of the Contract.
2. that M/s (Bidder / Associate or Consortium partners)* have the experience as prime contractor for construction of the work whose details are given hereafter.

<name of work>

Name of Bidder / Associate (Consortium) partners:

Sl.No	Name of similar Works	Details of work	Date of start and complete	Details of customer	Remarks
1					
2					
3					

(The Bidder as well as each Associate / Consortium Partner with experience as prime contractor for the work as mentioned in this clause shall furnish their details separately).

3. that M/s shall be the Lead Member for this Associate / Consortium.

4. that M/s (name of the Bidder i.e. Lead Member) has associated with (i) M/s (ii) M/s and (iii) M/s * (name of Associate or Consortium partners) for the subject work as per their role, tenure & % share in association, given hereafter:

Sl.No	Name of Bidder (LM) & Associate / Consortium partners	Role of Bidder/ Associate/ Consortium partners	Tenure of Association**	% share in Association
1	M/s.....(Bidder / LM) Financial & technical qualification			
	For entire period			
2	M/s(Associate (s) Financial & technical qualification			

5. that M/s..... (Bidder i.e. Lead Member) have formed consortium with (i) M/s & (ii) M/s (names of Associate / Consortium partners) having collective experience towards Technical & Financial Qualification as per the relevant clauses of NIT. We hereby undertake that this MoU followed by JDU as per the provision of the Bid Document shall remain valid for the tenure of association as specified at para 4.0 of this

MoU.

6. that M/s (Bidder i.e. Lead Member) shall furnish the Joint Deed of Undertaking (JDU) duly executed between the Bidder and the Associate(s) as per the format given in the NIT by the date specified by the Employer.

7. that this MoU shall valid till a valid JDU is submitted.

8. that the above MoU shall governed by substantive and procedural laws in India.

For and on behalf of:
(the Lead Member of Associate / Consortium)

Signature:
(the Authorized Signatory)

Name of the Signatory:
Designation:
Company's Stamp / Seal:

For and on behalf of: (i) (ii) (iii)
..... (the Associate)

Signature: (i) (ii) (iii)
.....
(the authorized Signatory)

Name of the Signatory: (i)(ii)
(iii).....

Designation: (i) (ii) (iii)
.....

Company's Stamp / Seal:
Witness (1): Witness (2):

Signature: Signature:
.....

Name: Name:
.....

Official Address: Official Address:
..... Date:

Place:
Sign and seal of Notary with date

* Strike out which is not applicable

** Association / Consortium formed for execution of this subject work will be effective from the date of signing of the Contract.

9. Format for JDU for Consortium

PROFORMA OF JOINT DEED OF UNDERTAKING (JDU) TO BE JOINTLY EXECUTED BY THE BIDDER i.e. LEAD MEMBER AND HIS ASSOCIATE(S)

(on the strength of other associate(s) collectively meeting both the Technical & Financial Qualification Requirement as per NIT)

(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE IN ACCORDANCE WITH STAMP ACT)

[To be submitted before signing of the Contract by the Bidder i.e. Lead Member]

This JOINT DEED OF UNDERTAKING (JDU) executed on thisday of (month two thousand.....(year)byM/s (Legal Status) having its(registered/principal/head etc.*) office at (address of the Bidder) hereinafter called “the Bidder” i.e. Lead Member (LM), which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators, executors and permitted assigns and M/s..... (Legal Status) registered under the Act, having its/ their(registered/principal/head etc.*) office at (1)..... (2)..... hereinafter called “the Associate” which expression shall unless repugnant to the context or meaning thereof, include its/their successors- in-interest, administrators, executors and permitted assigns in favour of the <tender inviting authority>(hereinafter called “Employer” which expression shall unless repugnant to the context or meaning thereof, include its successors in interest, administrators, executors and assigns).

WHEREAS the Employer has invited <name of work> vide its NIT No..... dt.

AND WHEREAS, M/s.....(the Bidder/LM) has submitted its Proposal bearing Ref. No.....dated..... based on MoU dated..... in association with M/s....., and this Deed of Joint Undertaking under these presents and the proposal, in accordance with the requirements of NIT, have been signed jointly by us.

AND WHEREAS, M/s.....(the Bidder/LM) has requisite collective experience as prime contractor , of Technical / Financial

Qualification Requirement of of NIT with associates 1) M/s -----
 ----- 2) M/s ----- and is entitled
 to

bid (ii) under associates /Consortium Route of as the Bidder and thus after association, the Bidder & his Associate(s) collectively meet the requirements for <name of work> as per the Qualifying Requirements of Instructions to Bidders of NIT. The said Bidder (LM) and its Associate(s) hereby furnish an undertaking that they shall be held jointly and severally responsible and bound unto Owner for <name of work> as well as performance of the Contract for the period for which the association has entered into this JDU, fully meeting the parameters guaranteed for the above work as per the bidding documents/ specifications including furnishing Financial Securities, in the event the Proposal is accepted by the Employer, resulting in a Contract (hereinafter called the “Contract”).

The role, tenure & % share of the members of the Association / Consortium is as given hereafter:

Sl.No	Name of Bidder (LM) & Associate / Consortium partners	Role of Bidder/ Associate/ Consortium partners	Tenure of Association**	% share in Association
1	M/s.....(Bidder / LM) Financial & Technical qualification For entire period			
2	M/s(Associate (s) Financial & technical qualification			

NOW THEREFORE, THIS DEED Witnesses as Under:

1. That in consideration of the Award of the Contract by the Employer to

M/s..... (the Bidder i.e LM), we, the aforesaid Bidder (LM) and the Associate(s), will jointly and severally be responsible in accordance with the Contract to Owner for successful Construction of the work for <name of work> as well as performance of the Contract, fully meeting the guaranteed parameters required as per the Contract Specification.

2.0 The Bidder (LM) along with the Associate(s) shall have responsibility of the work of <name of work> for entire term of the contract.

2.1 Without prejudice to the generally of the undertaking in paragraph 1.0 above, the manner of achieving the objective set-forth in paragraph 1.0 above shall be as follows:

a) M/s..... (name of the Lead Member / Associate(s) having Technical Qualification Requirement as per the Instructions to Bidders shall be required to furnish the details and to advise and provide necessary technical assistance to M/s..... (the Bidder i.e. LM) for the work for

<name of work>, their quality surveillance during construction, Erection, Installation & commissioning and performance of the subject work. Lead Member / All such Associate (s) further shall depute their technical experts from time to time to the Work site to facilitate successful performance for the work of for <name of work>, as stipulated in the aforesaid Bidding Documents. Other Associate(s) shall also render all the assistance during the period of contract.

b) The Lead Member / Associate(s) will be responsible to deliver the work of for <name of work>, in accordance with the Bidder's consent.

c) In the event, the Lead Member / Associate(s) and the Bidder (LM) fail to demonstrate successful performance of the work of for <name of work>, as set forth in the Bidding Documents, the Associate(s) and the Bidder (LM) will be jointly responsible for taking proper corrective measures.

d) Implementation of the corrected design and all other necessary corrective repairs, replacements or modifications to the work of for <name of work>, if required, shall be the joint responsibility of the Associate(s) & the Bidder (LM). e) The Lead Member / Associate(s) will be fully responsible for the quality of all the works/ components manufactured at its works or at its Vendor's works and, if necessary, their repair or replacement, for incorporation in the work of for <name of work>, and timely completion as per the Contract.

f) However, the Lead Member / Associate(s) having the qualification requirement in terms of of Instructions to Bidders of NIT, shall have exclusive responsibility for the work of for <name of work>, as per the tenure specified in this JDU.

2.2 We, the Bidder(LM) and the Associate(s) are fully aware that for non-fulfillment of any of the obligations either towards <name of work>, the Employer is free to take up the matter either with the Lead Member and/ or any or all of the Associate(s) as per the Employer's convenience.

3.0 This Joint Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India. The High Court of Kerala shall have exclusive jurisdiction in all matters arising there under.

4.0 We, the Bidder (LM) and the Associate(s), undertake not to revoke this Undertaking for the full term of the Contract and further stipulate that the undertaking herein contained shall terminate upon satisfactory completion of such period or the subject work.

5.0 In case of award, the Bidder (LM) & his Associate(s) shall furnish a Financial Security in favour of the Owner from any reputed commercial bank as indicated in the NIT. The value of such Financial Security Contract Performance Guarantee shall be guaranteed towards the faithful performance/ compliance of this Joint Deed of Undertaking in accordance with the terms & conditions specified herein. The guarantee shall be unconditional, irrevocable and valid as stipulated under the Contract. The guarantee amount shall be payable to Owner

on demand without any demur, reservation, protest or contest.

6.0 That this Deed will form an integral part of the Contract awarded to the Bidder (LM) on acceptance of its Proposal and shall be operative from the date of the Contract coming into force.

IN WITNESS WHERE OF, the Associate(s) and the Bidder (LM) have, through their authorized representatives, set their hands and seal on the day, month and year first mentioned above.

BIDDER

For and on behalf of M/s..... (name of the Bidder /LM)

Signature.....
(the Authorized Signatory)
Name of the Signatory.....
Designation.....
Bidder's Stamp/Seal

WITNEESS (1) WITNEESS (2)

Signature..... Signature.....
Name..... Name.....

Official Address..... Official
Address..... ASSOCIATE(S)

For and on behalf of M/s.....
(Name of the Associates)

Signature
M/s.....
..... (Authorized Signatory)
Name of the Signatory
Designation
Company's Stamp/Seal

WITNEESS (1) WITNEESS (2)

Signature..... Signature.....
Name..... Name.....

Official Address..... Official Address.....
.....

Sign and seal of Notary with date

* Association/Consortium formed for execution of this subject work will be effective from the date of signing of the Contract.