

Bidding Forms

Letter of Technical Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date:

.....

Tender No.:

.....

NIT No.:

.....

To:

Additional General Manger (Sew),

Shimla Jal Prabandhan Nigam Limited (SJPNL),

Shimla US Club 171001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Corrigenda/ Addenda issued in accordance with Instructions to Bidders as mentioned in the NIT.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: -----
.....
- (c) Our Bid shall be valid for a period of ----- days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If or Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this

bidding process,

- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the Employer's country laws or official regulations or by an act of compliance;
- (i) We are not a government owned entity
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (l) If awarded the contract, the person named below shall act as Contractor's Representative:

Name

.....

In the capacity of

.....

.....

Duly authorized to sign the Bid for and on behalf of

.....

Date

Signed

Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements for execution of the project specified. The data on their experience should be supplied using the Form below for each candidate.

Form PER – 1: Proposed Personnel

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

Form PER – 2: Resume of Proposed Personnel

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Form EQU- Equipment Capabilities

Name of Bidder

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment required for execution, operation and maintenance of the contract. A separate Form shall be prepared for each item of equipment or for additional equipment proposed by the Bidder.

Item of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specifically manufactured	

State name of owner and the contact details, address and agreement details for equipment.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	E-Mail
Agreements	Details of rental / lease / manufacture agreements specific to the Project	

Provide an overall summary and use separate sheets to describe each major equipment / item.

Site Organization

The Bidder shall submit Site Organization Chart which he proposes for the Execution of works

Method Statement

The Bidder shall submit the method statement which he proposes for Execution of work

Mobilization Schedule

The Bidder shall submit the mobilization schedule of personnel and equipment as per the requirement

Construction Schedule

The Bidder shall submit a realistic construction programme which he proposes to adopt for executing the Works. This shall be in sufficient detail so as to show the order and duration of activities required to carry out the Works (including each stage of mobilization of labour, setting up of site offices/ workshops/ consents and approvals, procurement, manufacture, pre-delivery inspection and testing, delivery to Site, construction, erection, testing and commissioning, 3 months trial run period).

The Bidder should pay particular attention to ensuring that the proposed programme is integrated with the Method Statement.

The construction programme shall be developed and presented on a commercially available project management software (such as Primavera, MS Project or equivalent), together with bar charts and CPM diagrams which clearly illustrate the critical path to achieve the desired results.

Bidders Qualification

To establish its qualifications to perform the contract, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above</p> <p><input type="checkbox"/> 2. Authorization to represent the firm</p>	

Form LIT - Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
<input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance			
<input type="checkbox"/> Pending litigation			
Year	Matter in Dispute	Value of Pending Claim in Indian Rupees	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous Five Financial (5) Years					
	Year 1:	Year 2 :	Year 3:	Year 4:	Year 5:
	Information from Balance Sheet				
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					
Working Capital					

Financial Data for Previous Five Financial (5) Years					
	Year 1:	Year 2 :	Year 3:	Year 4:	Year 5:
	Information from Income Statement				
Total Revenues					
Profits Before Taxes					
Profits After Taxes					

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last Five financial years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder
- Historic financial statements must be audited by a statutory auditor
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

The financial statement shall be audited and certified by Statutory Auditor.

Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 financial Years (Construction only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
1			
2			
3			
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange as per RBI notified rates as under Prevailing rate on 31st March of corresponding year The financial statement shall be audited and certified by Statutory Auditor

Form EXP – 1: Contracts of Similar Size and Nature

Contract of Similar Size and Nature		
Contract No. of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity		

Form EXP – 2 : Specific Construction Experience of Similar Works

Project Code :

Entity : Self / Members:

Item	Particulars of Project
Title & nature of Project	
Year wise (a) payments received	
Entity for which project was constructed	
Location	
Project cost	
Date of commencement of project / contract	
Date of completion / commissioning	
Equity share holding (with period during which equity was held)	

Form EXP – 2 a: Construction Experience in Key Activities

DETAILS OF EXPERIENCE FOR PHYSICAL QUALIFICATION CRITERIA

Sr.No	Name of work	Cost of work in Rs. Lakhs	Work completed/ in progress	Particulars of item	Unit	Unit (MLD)	STP Capacity
				STP/ETP/CETP Construction, Installation, Testing and Commissioning			
Experience of Technology Provider:							
Sr. No.	Name of Technology Provider	Cost of work in Rs. Lakhs	Work completed/ in progress	Technology Proposed	Unit (MLD)	STP Capacity	

STATEMENT – A

Proforma for Certificate

It is hereby certified that M/s have constructed and commissioned STP/ETP/CETP in..... of the capacity..... MLD in the year and it has been functioning efficiently and satisfactorily since.....

This certificate is being issued after due verification of the facts.

Authorized Signatory

Designation:

Date:

Note:

The above certificate shall be submitted in addition to client certificate

For the Forms EXP- 1, EXP -2 & Exp-2a

The bidder has to submit separate sheet for each Eligible project

The bidder should furnish the details of eligible experience for last five (5) financial years immediately preceding the application due date

The bidder has to provide the work execution certificate from the respective employer not below the rank of Executive engineer.

The Amount should reflect in the statutory audited financial balance sheet against the payment made by the employer

STATEMENT – B

**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR TECHNOLOGY TIE-UP
AGREEMENT WITH QUALIFIED TECHNOLOGY PROVIDER**

(To be made on Rs. 100/- non judicial stamp paper and duly notarized to be submitted along with technical bid)

This **Technology Tie-up Agreement (herein referred as TTA)** is entered into on date by and between **M/s** (Name of the Company/Bidder) (Hereinafter referred as '**XXX**'), a company incorporated under the Companies Act 1956 with a Registered Office at

AND

M/s (**Technology Provider**) (Hereinafter referred as '**YYY**'), a company incorporated under the Companies Act 1956 with a Registered Office at

WITNESSETH

WHEREAS '**XXX**' is in the business of turnkey execution of Water and Sewage / Wastewater Treatment Plants.

WHEREAS '**YYY**' is in the business of Design, Engineering and Supply of Key Components for **Sequential batch Reactor (SBR) Technology/membrane Bioreactor technology (MBR)/any other advanced patented technology** for Sewage / Wastewater Treatment Plants.

WHEREAS **Additional General Manger (Sew)**, Shimla Jal Prabandhan Nigam Limited (SJPNL), Shimla (Client) (Hereinafter referred as '**SJPNL**') has invited sealed tenders on prescribed Proforma from reputed and experienced agencies on turnkey basis for " Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant of 1.40 MLD at Dhalli-II at Ghati Mohanpur Shimla based on Modern SBR technology with all contingent civil, (including staff quarter), electrical, mechanical, piping and instrumentation works with three months' trial run including three-year defect liability period, Shimla and operation & maintenance of entire system for 5 years.

This Tie-up Agreement is executed specifically for the above mentioned work and cannot be used for any other Works/ Project.

AND

'**XXX**' is submitting its bid as lead partner and '**XXX**' has decided to enter into an exclusive Tie-up Agreement with '**YYY**' to engage them exclusively as Technology Provider for the biological treatment section using **Advanced modern SBR technology** as a part of the above mentioned Work for which tenders are invited by '**SJPNL**'.

Now, therefore both the parties hereto agree as follows:

- i. 'XXX' is submitting its bid only and exclusively with 'YYY'.
- ii. 'YYY' will be the Technology Provider to 'XXX' for the **Advanced modern SBR technology** to be used for in the biological treatment section of the STP.
- iii. 'YYY' shall provide following Services and Equipments to 'XXX':
 - a. Basic engineering for the **Advanced modern SBR technology**.
 - b. Supply of all mandatory Equipments and Instruments as part of the **Advanced modern SBR technology** along with back-up guarantee for performance as per the tender requirement. Back-up guarantee for performance shall be applicable and valid only in case all design and documents for the complete STP is in accordance with 'YYY' design guidelines and all documents and drawings are reviewed, stamped and signed by 'YYY'.
 - c. Shall provide supervision assistance during erection, commissioning, performance testing and trial runs of the STP **on Advanced modern SBR technology**.
 - d. Shall provide supervision assistance during O & M period of the STP , if required for the **Advanced modern SBR technology**.
- iv. 'XXX' will be the main contractor and the authority to sign the agreement with 'SJPNL' and accept responsibility and obligation for the Works will rest with main contractor and shall be responsible to the client viz. 'SJPNL'. 'YYY', in turn, shall be responsible and liable to 'XXX' for their scope of work. Further 'XXX' shall furnish bank guarantees for due Security, Performance and O&M and all other such obligations under the Project as a whole.
- v. 'YYY' shall provide and commit such resources as are necessary to perform their scope of work for the successful completion of the Project. 'YYY' shall also attend all review meetings over the Project as and when called for by 'SJPNL' till the completion of the Project.
- vi. 'XXX' shall make all payments due to 'YYY' or to their accredited representative as per their Offer.
- vii. Each Party hereto in relation with the other is solely responsible and liable for their respective scope of work, to be mutually agreed between the Parties and incorporated in a detailed Agreement / Purchase Order to be entered into between the Parties before start of work for the above mentioned Work. Such detailed Agreement / Purchase Order shall deal with technical and financial aspects of the Project.
- viii. Each Party agrees to and undertakes to indemnify and hold harmless the other Party against any liability, loss, cost, damages or expenses sustained as a result of negligent or improper performance or disturbance caused by itself or by any of its sub-contractors, suppliers or associates in connection with its share of Works as per the Contract. If any third party enforces any claim, which is attributable to the scope of work of a certain party, that Party shall settle such claims. The Parties agree to indemnify each other against all claims made by any third party in respect of any infringements of any rights protected by patents, designs or copyrights or trademarks employed in the Project by any Party.
- ix. In the course of working as associates, 'XXX' / 'YYY' will be sharing information with each other which may be proprietary /confidential information / knowledge acquired by each other. It is hereby agreed that both the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract.
- x. Disputes if any arising in connection with this agreement shall, at the first place, be referred and settled mutually and amicably between the Parties herein through their respective senior executive without making reference to the arbitration. In the extreme unlikely case, where no reconciliation is reached within sixty (60) days from reference for the dispute to the other party by the dispute raising party, such dispute shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and/or any statutory amendments thereto. The number of arbitrators shall be three. Each Party shall nominate their respective arbitrators and both the nominated arbitrators shall appoint the third arbitrator who shall act as the Presiding arbitrator. The venue of arbitration shall be Shimla and the language used shall be English. The arbitral award shall be final and binding upon the Parties. Neither Party shall be released from its obligations to comply with any of the provisions of this Agreement, the contract and the detailed

agreement as a result of reference of disputes to arbitration or during the course of arbitral proceeding.

- xi. This Tie-up Agreement shall be effective from the date as mentioned in the first page of the Tie-up Agreement and shall remain valid till the project completion and shall terminate on the happening of any of the following:
- The bid submitted by 'XXX' is rejected or 'XXX' is unsuccessful in the bid.
 - The Contract for the Works has been awarded to other Third Parties.
 - The client notifies the Parties that they will not proceed with the Project.
 - Any of the Parties to the Agreement is declared insolvent by a Court of Competent Jurisdiction.
- xii. This Tie-up Agreement shall be subject to the laws in India and shall be subject to the jurisdiction of the court at Shimla Town.
- xiii. The MOU shall form the part of contract agreement (which will be submitted after awarding of the contract).
13. For the sake of correspondence, following Addresses and the Persons concerned are to be contacted:

'XXX'	'YYY'
Address:	Address:
Tel No. :	Tel No.:
Fax No. :	Fax No.:
Contact Person:	Contact Person:
Designation:	Designation:

For 'XXX'

For 'YYY'

(Authorized Signatory)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

Declaration of Non-Blacklisting

((To be submitted by Bidder)

(To be provided on the Company letter head)

Declaration Bidder:

Place

Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Notice Inviting
Tender for

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

Ref: NIT No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

No Deviation Certificate
(To be submitted by Bidder)

This is to certify that our offer is exactly in line with your tender enquiry/NIT (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification and Technical Requirements Specification) or Financial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Total Responsibility Certificate
(To be submitted by Bidder)

This is to certify that we undertake the total responsibility for the defect free operation of the proposed construction works as per the requirement of the NIT for the duration mentioned in all the volumes of the Tender Document.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Anti-Collusion Certificate
(To be Submitted by Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for " -----
----- " against the NIT issued by Employer, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

ENVIRONMENTAL MANAGEMENT PLAN

The Bidder shall provide his proposed Environmental Management Plan in detail so as to demonstrate the procedures that will be used to ensure that the environmental concerns and requirements are satisfactorily met.

The Environment Management Plan shall identify the potential environmental impacts from the various construction and operations and maintenance activities to be undertaken in the Contract and set out in detail the approach he will adopt in mitigating these environmental impacts to ensure that the residual impacts are minor and confined to a short period.

While preparing the proposed Environmental Management Plan the Bidder shall consider but not be limited to the following:

- The Bidder shall pay attention to the methods of materials delivery, storage, usage and disposal; equipment usage; and site activities to ensure they have minimal impact on the environment,
- The Bidder shall propose only environmentally safe products and practices in performing his works, and
- The Bidder shall comply with all of the statutes regarding environmental effects.

The Bidder shall provide separate descriptions of its proposals for minimizing any adverse environmental impacts/effects during the construction phase and the subsequent operations and maintenance phase.

This will be an initial Environmental Management Plan (EMP) which will address all moderate significant negative impacts of Plant construction activities.

QUALITY ASSURANCE & QUALITY CONTROL PLAN

The Bidder shall provide copies of the company's standard rules and regulations regarding quality assurance and quality control procedures for works in general and works of a similar nature.

The Bidder shall provide its proposed Quality Assurance and Quality Control Plan in detail so as to demonstrate the procedures and tests that will be used to ensure that the quality concerns and requirements are satisfactorily met. The proposed plan will describe but not limited to:

- the type, frequency and procedure of tests to be done on sites;
- type, frequency and procedure of tests to be done in pipe manufacturing units at site, if applicable;
- type, frequency and procedure of tests to be done at manufacturers' locations outside the sites;
- all parameters to be measured in these tests; permissible limits of such parameters; details of laboratories to be established at sites; details of testing equipments & machines and their calibration schedules
- details of the Bidder's internal systems for assuring quality control at the manufacturers' works outside the sites;
- details of qualifications and experience of the Quality Control professionals to be deployed for the entire project; and
- the systems of Quality Audit to be instituted for systematic and professional management as well as adherence with the highest standards of quality of all construction works.
- All the tests of samples taken from the site are proposed to be done through recognized test houses of international standards and number of samples and frequency of sampling of materials brought to the site and the products manufactured at site shall be as per I.S. Specifications. All such samples shall be taken in the presence of Employer's authorized representatives or the Engineer.

The Bidder shall provide separate descriptions of its proposed QA/QC plan during the construction phase, and the subsequent operations and maintenance phase.

This will be an initial QA/QC plan which will address to basic requirements of Quality control and Quality assurance of the works.

SAFETY

The Bidder shall provide his proposed Safety Plan in detail so as to demonstrate compliance with the requirements.

The Safety Plan shall include a policy statement signed by the CEO or equivalent authority of the Organization declaring that Safety and loss prevention shall be given the highest practicable priority in all aspects of the Contract.

The Bidder shall describe his proposed Safety Plan which shall be developed to ensure zero fatal accidents and zero hazardous incidents/occurrences in all construction works, including descriptions of the company's standard policies and procedures regarding its site organization and procedures, methods and frequency of conducting safety audits at the Site(s), record keeping and reporting, providing safety training for its personnel, issue and mandatory use of safety equipment, and details of the qualifications and experience of the Bidder's proposed safety officers to be deployed at the Site(s).

The Bidder shall provide separate descriptions of its proposed Safety Plan during the construction phase, and the subsequent operations and maintenance phase.

This will be an initial Safety Plan which will address to the safety of the all persons entitled to be at site including the Employer's personnel.