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Letter of Bid

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Date: ____
ICB No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.4;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: __
- (e) The total price of our Bid, including all taxes and excluding GST and custom duties any discounts offered in item (f) below is:
 - i) total price (excluding taxes) of the Bid _____
- (f) The discounts offered and the methodology for their application are:
 - 1. The discounts offered are: _____
 - 2. The exact method of calculations to determine the net price after application of discounts is shown below: _____
- (g) 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;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (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; and
- (k) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to us;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by a JV specify the name of the JV as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1 being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2 convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3 having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4 having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and leglly countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6 being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information*

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or*
- 2.7 being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1 being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2 having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3 being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4 being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5 in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1 neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2 neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3 we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of⁴:

Signature:

Dated:

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....
(Place)

.....
(Date)

.....
(Name of the consultant)

.....
(Signature(s))

Appendix 1

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

Schedules

SCHEDULE OF RATES PREAMBLE TO BILL OF QUANTITIES

1. GENERAL REQUIREMENTS

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Notice Inviting Tender, Particular Specifications, Tender Drawings, Schedule, Annexure, Addendums and corrigendum.
2. The quantities given in the "Bill of Quantities" are approximate and provisional and are given to provide a common basis for Bidding. The basis of payment will be the actual quantities of work executed at site, as measured and verified by the Engineer and valued at the accepted rates in the priced "Bill of Quantities", where applicable.
3. The bidder should quote his rate only in the Financial Bid / Price Bid Summary sheet provided in the Price bid section of the E-Tender Portal and nowhere else in the technical bid section.
4. The same shall be in Indian Rupees both in figures and in words.
5. If knowingly or unknowingly the rate is quoted / indicated anywhere in the Technical submission / uploading of the entire Bid document / Corrigendum / Addendum, the bid will be rejected outright and will not be considered for any further evaluation.
6. The quoted rates are for completed and finished items of work and complete in all respects. It will be deemed to have included all constructional plant, tools, machinery, labour, supervision, materials, fuel, oil, consumables, electric power, water, transportation, all leads and lifts, dewatering, facilities for quality control, all temporary works and false works, construction of temporary stores and buildings, fencing, watering, lighting, erection maintenance, night working, inspection facilities, safety measures at work sites/casting yard for workmen and road users, preparation of design and drawings pertaining to the casting yard, staging, shuttering, form work, stacking yard etc., establishment and overhead charges, labour camps, insurance costs for labour and works, contractor's profit, all taxes, royalties, duties, cess and other levies payable except GST, Custom tariff act etc. and other charges together with all general risks, liabilities and obligations set out or implied in the contract and including remedy of any defects during the Defect Liability Period, unless otherwise provided in BOQ. Reinforcement (supply, cutting, bending, placing in position, tying etc.) Shall not be paid separately unless otherwise mentioned in BOQ.
7. Providing concrete for all works deemed to be inclusive of the cost towards production of concrete by Batching Plant, transit mixer, transportation of concrete with all leads and lifts, form work, shuttering including staging as required, pouring of concrete by pump/tower crane to all heights / depths, tremie or other approved means, compaction by vibrators, curing by approved means such as water, steam or curing compound and all labour, tools, plants, facilities for quality control, machinery required for execution of work complete in all respects including de-shuttering after completion of work.
8. The entire cost of complying with the provisions of the Contract shall be deemed to have been included in the quoted rates.
9. General directions and description of works and materials are not necessarily repeated or summarized in the Bill of Quantities.

10. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the Particular Specifications, Employer Requirements & Technical Specifications.
11. Errors will be corrected by the Employer for any arithmetical errors in computation or summation as indicated in Contract Document.
12. Bidder may please note that to perform this contract, nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies etc.
13. Geo technical data given in is an indicative only for bidding purpose.
14. Identified utilities & unidentified/ buried / hidden utilities (if any left-over) shall be shifted by contractors. Payment for such diversion will be made under relevant payment **Schedule**.
15. **“Specialist Subcontracting If an Applicant intends to subcontract any highly specialized elements of the Works to specialist subcontractors, such elements and the proposed subcontractors shall be clearly identified, and the experience and capacity of the subcontractors shall be described in the relevant Information Forms.**
If the contractor proposes to change the sub-contractor for E&M works post award of the contract, then Sub-contractor credential shall be evaluated as per the E&M qualification Criteria and to be appointed only after approval of Employer.”. If work is stopped due to unidentified / buried / hidden utilities, no claim shall be entertained on this account.
16. The Bidder's offer shall be inclusive of all taxes, except GST and custom duties. Income Tax and any other statutory taxes (If any), will be deducted by the Employer in accordance with the prevailing taxation act, Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities, from time to time.
17. Rate quoted shall be inclusive of all taxes except GST and custom duties both on materials as well as works contract and will not be reimbursed. GST and custom duties will be paid to the contractor on Bidders's quote as per the applicable rate on submission of documentary evidence.
18. The item description is intended to briefly describe the work to be performed under that item and to identify associated work. It is not a full and complete description of the work to be performed. The Contractor shall carry out all the work necessary to meet the requirements of the Specification to achieve the intended performance.
19. All items of work mentioned in the Bill of Quantities shall be read and executed strictly in accordance with the description of the item in the Bill of Quantities, Technical Specifications, codes, requirement of the Statutory Authorities etc.
20. The Contractor is required to comply with all the applicable & latest codes and standards, statutory requirement, local, State & Central regulatory authorities as applicable. Complete liaison work related to all approvals, visits, documentation, drawings, expenses, official charges, handling charges etc., is deemed to be included in the offer and no extra payment shall be entertained under any pretext.
The rate for each item of work and percentage (above or below or at par) quoted included in the bill of quantities shall unless expressly stated otherwise includes cost of:

- 20.1 All materials, fixing materials, accessories, hardware, operations, tools, equipment, consumables, and civil works wherever involved and incidentals required in preparation for in the full and entire execution and completion of the work called for in the item as per specification and drawings completely including any wastage of materials and labour.
- 20.2 Making good all the damages, openings etc., to the civil works/structures done and cleaning while executing the works under this Contract.
- 20.3 The rate also includes all charges like packing and forwarding charges, handling, loading, unloading, transportation, transit and other insurance, hoisting to all levels, setting and fixing in position, disposal of debris including all other labour, Liabilities, obligations and risks arising out of conditions of contract and Liaisoning for obtaining approval from CEIG/KSFES, Electrical Inspectorate & Local authorities.
- 20.4 All requirements of system whether such of them are mentioned in the item or not the specifications and drawings are to be read as complimentary to and part of the schedule of quantities and any work called for in one shall be taken as required for all.
- 20.5 In the event of conflict between the bill of quantities and other documents, Bill of quantities shall prevail.
- 20.6 The installation price of switchboards, metering panels, DB's or any other items shall include supply and fixing of supporting steel structures/MS channels grouting of the same, associated civil works etc., as required. No change in unit rate shall be allowed for any change in quantity or for any other reason whatsoever.
- 20.7 Supply of materials shall mean supply of materials at site. The rate for supply shall include all taxes, duties, octroi, and insurance, packing and forwarding charges, transportation and unloading at site.
- 20.8 The contractor shall submit the Schematic diagrams, fabrication drawings with details of all equipment, wirings diagrams etc., to the Engineer for approval prior to supply/commencement of such works. The approval of these drawings will be general and will not absolve the contractor of the responsibility of the correctness of these drawings. At least six copies of the approved drawings shall be submitted to the Engineer for their distribution to various agencies at site at no cost to the Employer.
- 20.9 The contractor must see the site conditions such as type of soil, locations etc., and take all factors into consideration while quoting in the BOQ as no extra cost will be allowed on any ground arising out of or relating to the site conditions.
- 20.10 Any error in description or in quantity or omission of items from the contract shall not violate this contract but shall be corrected and deemed to be a variation required by the Engineer.
- 20.11 All testing and calibrating charges for the Meters shall be included in the installation price of the Meter Cubicle.
- 20.12 High voltage testing by Voltage Boosters, relay calibration by secondary injection and meter calibration have to be carried out at site by authorized agencies as mentioned in Chapter "RECOMMENDED MAKE OF MATERIALS".
- 20.13 The contractor shall take into account the expenses of pre-commissioning tests to be conducted as per specification of the complete installation by licensed agencies.

- 20.14 All temporary works shall be carried out by the contractor including temporary lighting & power at station areas, Switchboards, DG sets, cables, stores, etc.
- 20.15 The contractor shall carry out DG set testing and commissioning including supply of fuel & other consumables / accessories at site without any extra cost for supply of fuel & other consumables / accessories as required or instructed by the Engineer.
- 20.16 The contractor shall supply all equipment and spares required for restoration of all E&M Equipment and systems for Two year of Defect Liability Period. List of such spares shall be submitted for approval of Employer representative at the time of Design approval, failing to do so will result in supply of spares as demanded by Employers representative at a later stage.
- 20.17 All wall and floor openings where cable containments are passing through shall be sealed with 2-hour fire rated sealant after completion of cable pulling or installation.

21 IMPORTANT NOTES TO BIDDERS:

1. The bidder should quote his item rate against Schedule - A, Schedule- B, Schedule – C, Schedule – D, Schedule – E, Schedule – F, Schedule – G, Schedule-H, Schedule – I, Schedule – J, Schedule – K , Schedule – L, Schedule – M, Schedule – N, Schedule – O, Schedule – P, Schedule – Q, Schedule – R, Schedule – S, Schedule – T, Schedule – U and Schedule – V in the "Financial Bid" envelope of e-tender portal. (Excel file only)
2. The payment shall be governed based on the actual works executed. Payments against the works will be made on the basis of quantities actually executed, measured and certified by the Engineer & Employer representatives as per the hierarchy as decided by the Employer.
3. In the financial bid section, the bidders should enter in the template provided for abstract of amount of all schedules (Summary sheet) by filling in the last column of quoted rate against each of the schedules which shall be inclusive of all the taxes, duties, levies, cess, etc. excluding GST.
4. For comparison of the quoted bid price by the bidders, the grand total of the quoted amount from schedule "A" to "V" shall be taken into consideration.
5. Employer reserves the right to omit / partially execute any items in any of the Schedules ("A" to "V") during construction without any liability to either party.
6. The Schedule "V" is Lump sum provision for incidental and unforeseen items likely to occur during the execution of work, Utility (all types of utilities), Tree cutting etc & General Electrical works for execution and the work will be carried out These items will be executed under schedule of **2023-24 or latest**, published by KPWD. The cost under this Schedule stands fixed as **₹5,00,00,000/-** and this amount is provided as fixed amount in the summary of Financial Bid / Price Schedule. Whenever KPWD rates are not available other department rates (IR -USSOR / CPWD DSR / BESCOM / KPTCL / BWSSB shall be considered as per sequence of priority and with the approval of Engineer/Employer.
7. Employer reserves the right to omit / partially execute any items in any of the **Schedules** during construction without any liability to either party.
8. In the financial bid section, the bidders should enter in the template provided for abstract of amount of all schedules (Summary sheet) by filling in the last column of quoted INR against each of the schedules or either by quoting percentage plus /minus/at par which shall be inclusive of all the taxes, duties, levies, cess, etc. except GST and custom duties. The evaluation will be based on the net amount only.

2. EXPLANATORY NOTES FOR E&M 'BILL OF QUANTITIES' (BOQ)

2.1 General

- 2.1.1 The Contract includes the following but is not limited to:
The revision of design, verification of site data, drawings, programs for execution, schedule of ordering, schedule of receipt.
- 2.1.2 The procurement of the whole equipment including:
- a) Spare parts,
 - b) Tools, testing equipment,
- 2.1.3 The on-site erection and setting to work of the electrical fixed installations and technical buildings described in the Technical Specification.
- 2.1.4 The in-plant testing, and acceptance tests.
- 2.1.5 The on-site testing.
- 2.1.6 The commissioning of installation and acceptance protocols.
- 2.1.7 The supply of relevant documentation mainly including:
- a) Installation, execution, and as-built drawings,
 - b) Test procedures,
 - c) Maintenance operation manuals: The Contractor is required to submit soft copies of all the documents,
- 2.1.8 Training in India and Overseas (if required).

2.2 Procurement Program

The procurement of the material shall be planned in a phased manner such that the material reaches site in time. The Contractor shall submit a detailed works program as per the provisions of the General Specification and Technical Specification and obtain approval from the Engineer before commencing with the procurement of material.

2.3 Tender Prices

The Tenderer's attention is drawn to the following facts while quoting the prices for the Contract:

- 2.3.1 The prices (including percentage above or below or at par) quoted in the Bill of Quantities shall be inclusive of all taxes and any other charges leviable except GST and custom duties. The evaluation will be based on the net amount only.

A BOCW cess at the rate as specified by 'The Building and Other Construction Workers Welfare Cess Act, 1996, of the Total Gross Bill Amount shall be deducted from each Interim Payment Certificate (IPC) of the Contractor.

- 2.3.2 The prices (including percentage above or below or at par) quoted in the Bill of Quantities and accepted by the Employer shall be 'fixed' throughout the Contract Period and are not subject to variation on any account except for the equipment and cables listed in clause 2.10 of this document. For these items, price variation will be applicable as per IEEMA formula. The Prices quoted for "Installation, Testing & Commissioning works" are subject to Price variation in accordance with clause 2.10 of this document.

2.3.3 **DELETED**

2.3.4 **DELETED**

2.3.5 **DELETED**

2.3.6 Record of Taxes & Duties

The Contractor shall maintain complete records in respect of payments made by them for taxes and duties payable to various authorities (except Income Tax or Corporate Tax) and advise the Employer

the summary of such payment every month in a format advised by the Employer during execution of the contract.

The detailed records shall however remain open for inspection by the Employer/ Engineer at any time and copies of the records shall be furnished as required by the Employer.

The amount payable/recoverable from the Contractor will generally be calculated based on these records along with supporting documents. However, Employer at his sole discretion, if not satisfied with the veracity of records or records are incomplete or otherwise, may separately determine the amount payable/recoverable from the contractor in accordance with the conditions of the Tender, which shall be final and binding.

The Contractor shall also maintain records of the imported components supplied to local manufacturers and actual utilization of the same in the manufacture of complete equipment. The Contractor shall be fully responsible for any loss or misuse of these components in manufacture of equipment's.

The contractor shall submit the copies of the monthly returns filed, once in three (3) months to ascertain the status of GST refunded claimed on account of inverted duty structure.

The Contractor shall furnish along with the 2nd and subsequent IPCs copies of all the purchases of Goods and Services made within the State of Karnataka in the format prescribed and furnish the details to the Employer, if any required, for claiming reimbursement of state taxes from the Govt. of Karnataka as per approved funding pattern for the project.

2.3.7 Statutory Clearance

The Contractor shall be solely responsible for discharging all the statutory payments to the authorities concerned including custom duty, IGST, GST and Income tax, etc.

2.3.8 Deleted

2.3.9 Deleted

2.4 Quantities

2.4.1 For the purpose of this Contract, all unit quantities given in the Bills of Quantities and in tender drawings are the estimated quantities (Tentative) of the Works and are intended in the first instance to provide a common basis for Tendering and Tender Evaluation. Quantities may vary as per the site conditions and actual quantity to be procured after preparation of shop drawings and approval of the same. When a Contract has been entered into, the function of the Priced Bill of Quantities is to provide for the valuation of the work executed. No alteration of any rate or price shall be allowed on account of any difference between the quantities billed and the actual quantities measured from the drawings.

2.4.2 The Tenderer shall make himself completely acquainted with all conditions, obligations, specifications, drawings, etc.; of the Tender Documents before quoting his prices. He shall have no right to claim any price revision on the basis of ignorance of the Tender Documents or local conditions, or to make any claims as regards the integrity of the unit prices of the Bill of Quantities.

2.5 Units and Currency

2.5.1 All sizes and quantities entered in the Bills of Quantities are in metric units.

2.5.2 The currency to be used in the Contract will be Indian Rupees only. The Tenderer shall fill in each column with unit rate or lump-sum as the case may be, for each item of the Bill of Quantity, on the

basis of the Tender documents and pre-tender survey. The prices (including percentage above or below or at par) quoted in the Bill of Quantities are for completed and finished items of work and complete in all respects, it is considered to have included all constructional plant, tools, materials, machinery, labour, supervision, fuel, oil, consumables, electric power, water, transportation, all leads and lifts, dewatering, all temporary works, false work, form work, construction of temporary stores and buildings, fencing, watering, lighting, erection, maintenance, night working, inspection facilities, safety measures at worksites, road users overhead charges, labour camps, insurance costs for labour and works, overheads, profits etc.;

- 2.5.3 Any cutting/overwriting/striking off in Bill of Quantities shall be initialled by the authorized representative of the Tenderer before submission of Tender without which it will not be taken into consideration by the Employer.

2.6 Rates & Sums to be for Work Finished Complete

- 2.6.1 Tenderers shall be deemed to have read the Employer's Requirements and other parts of the Tender Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices and shall be deemed to include the full scope of the Contract, including overheads and profits and shall bear a proper relationship to the cost of carrying out the work described.

- 2.6.2 Notwithstanding any limits that may be implied by the wording of the individual items and/or the explanations in the Preamble, the rates and prices, which are entered in the Bill of Quantities, shall be for the work finished complete in every respect.

- 2.6.3 The Tenderer shall be deemed to have taken full account of all requirements, liabilities, obligations and risks, whether expressed or implied, and to have priced the items accordingly. The Items in the Bills of Quantities are the only items against which payment will be made. The cost of any item of work not specifically described or measured in the Bills of Quantities but required for the execution of the Contract shall be included in the rates and prices for the measured items in the Bills of Quantities. The rates and prices shall therefore include for all incidental and contingent expenses and risks of every kind necessary to supply, install, test and commission (including Integrated Testing and Commissioning) complete, and remedying any defects in the whole of the Works in accordance with the Contract.

2.7 Allowances in Rates and Prices

- 2.7.1 Full allowance shall be made in the prices against the various items in the Bills of Quantities for all costs involved in performing the following except to the extent that work is specifically described and paid for in the Bills of Quantities. The list below is not exhaustive and the Tenderers are expected to take all costs involved while quoting the rates and prices that will not be subject to variation on any account.

- a) all setting out and final survey work;
- b) temporary access roads and bridges, fencing, watching and security, lighting.
- c) paying fees (subject to GC / PCC clauses) and giving notices to Authorities;
- d) payment of all patent rights and royalties;
- e) reinstatement of the Site;
- f) safety precautions and all measures to prevent erosion and suppress fire and other hazards;
- g) interference to the Works by persons, vehicles, and the like being legitimate users of the facilities on or in the vicinity of the Site;
- h) the protection and safety of the Employer trains and services;
- i) the protection and safety of Railway trains and services on adjacent tracks;

- j) supplying, maintaining and removing on completion, the Contractors own accommodation, offices, depots, stores, workshops, transport, welfare services and other facilities including telephones and facsimile machines and all charges in connection therewith;
- k) the supply, inspection, testing, packaging and transportation of materials and of the Works as specified including the provision and use of equipment and arrangements for the Engineer's Inspectors and others;
- l) maintaining public thoroughfares and footpaths, and maintaining access upon existing recognised routes;
- m) providing, transporting to the Site, setting to work, operating (including all fuel and consumable stores), maintaining and removing from the Site upon completion all Construction Plant and Contractor's Equipment necessary for the execution of the Works and including the cost of all tests and other requirements in respect of such; plant and equipment;
- n) working adjacent to or across existing services and installations;
- o) complying with the requirements of the Employer in regard to Safety and Health, Quality Assurance, Environmental and project implementation plans and making periodical submissions;
- p) co-ordination and interference to the Works by the works of Designated Contractors and others employed by the Employer being legitimate users of the facilities on or in the vicinity of the Site;
- q) remedying of defects and shrinkage, and works of amendment, reconstruction, replacement of other faults, fair wear and tear excepted, during Defects Liability Periods;
- r) Insurance, including all risks in supply, erection, storage, transit, third party, Workmen's Compensation and others;
- s) All tools, and equipment required for all tests prior and after delivery and for testing and commissioning installed systems;
- t) Carrying out all modifications to the given drawings, preparing construction detailed drawings and supplying originals, copies, and electronic files in accordance with employer's requirement.
- u) Marine Insurance
- v) All risk Insurance after arrival of goods in India
- w) Custom clearance / Port Clearance (if applicable)
- x) Handling at Port of arrival in India (if applicable)
- y) Inland transportation from port of arrival or manufacturer's works to site of work
- z) Various bank guarantees / warranties/undertakings.

2.8 Tender Pricing

- 2.8.1 The Tenderer shall take regard of the actual site conditions and the estimated quantities entered in the Bill of Quantities. The Tenderer shall price his tender accordingly and the rates and prices entered against a line item shall be the full and only price paid for all work performed against that item except as described in the Tender Documents.
- 2.8.2 Not used.
- 2.8.3 The Tenderer shall quote the percentage or amount in words as well as in figures. Any cutting/overwriting in Bill of Quantities shall be initialed by the authorized representative of the Tender.
- 2.8.4 Items against which no rates or prices are indicated in the Bill of Quantities, will not be paid for by Employer when executed and shall be deemed to have been covered in the rates of other item/s and prices in the Bill of Quantities.

2.9 Measurement and Payment

- 2.9.1 This Contract is primarily a re-measure contract with items that are described herein. For the re-measure items, the total price paid for a work item will be varied by the quantities actually performed. The quantities indicated in the BOQ and tender drawings are tentative quantity may vary as per the site conditions and actual quantity to be procured after preparation of shop drawings and approval of the same. The final quantities shall be based on quantities actually executed, measured and certified as per approved built drawings by the Engineer.
- 2.9.2 The measurement and payment described is for the purpose of making a valuation of the work acceptable to the Engineer, and Interim Payments to the Contractor, as work proceeds. All interim payments shall be without prejudice in accordance with relevant clause of GCC and PCC. The Works as executed will be measured for assessment of progress for interim payments in accordance with the method adopted in the relevant standard/Specification, the Bills of Quantities and under the items as set forth notwithstanding any custom to the contrary.
- 2.9.3 Deleted.
- 2.9.4 Notwithstanding anything stated herein, the Engineer retains the right to withhold payment on any pay item due for payment when the works to be performed are not performed or are not carried out to the Engineer's satisfaction in accordance with Specifications and Drawings.
- 2.9.5 Payment for items shall include for all costs incurred in procurement/manufacture, testing, inspection, shipping, hauling, off-loading, storing at site in Bangalore, installation, testing and commissioning including integrated testing and commissioning.
- 2.9.6 **Payment in stages.**
- 2.9.7 Compensation for items shall include for all costs incurred in Procurement/Manufacture, testing, inspection, shipping, hauling, off-loading, storing at site in Bangalore, installation, testing and commissioning including integrated testing and commissioning. Prices so assigned in the BOQ, for Supply and installation of items of materials, plant and equipment shall be full compensation for supply and installation of items of materials, plant and equipment in accordance with drawings and specifications. Payment towards supply and installation will be made after receipt of items of materials, plant and equipment to the Contractor's depot (in the land provided by the Employer) in Bangalore and storing them in a place and manner approved by the Engineer and submission of the following documents:
- a. 65% payment on supply and delivery of materials, 10% of payment for installation, 15% of payment on completion of testing, commissioning and balance 10% payment on integrated testing and commissioning submission of all test results, other documentation including as-built drawings, manuals, etc. for the BoQ of schedule J-S:
 - b. DELETED.
 - c. Payment will be made in RA bills as part payments duly certified by the Employer for receipt of materials in good condition and correct quantity.
 - d. Original invoice voucher to be verified by the Employer and copy to be enclosed with RA bills.
 - e. Security & Safety of material brought to the site will be sole responsibility of contractor till the completion of corresponding work and handing over to the Employer.
- 2.9.8 Testing and commissioning shall include for all testing and putting-to-work of all equipment, sub-systems, and systems; re-testing, fault finding, adjustments and reworking as necessary; submittal of all test reports and other documents all to the approval of the Engineer. Payment will be made after certification by the Contractor and acceptance by the Engineer that the sub-systems and

systems, including all equipment have successfully completed the test procedures, and have been set-to-work and that all test results and other documentation, as described in the specifications, have been approved by the Engineer.

2.10 Price Variation for E&M Works (Schedule `J` to Schedule `S`)

Prices quoted by the Tenderer shall be fixed throughout the performance of the Contract and not subject to variation on any account except for items indicated in following clause/s..

2.10.1 Price Variation for 'Supply Component'

The following equipment / items shall be subject to price variation as per latest relevant IEEMA circulars, items/equipment's other than the detailed shall not be subjected to price variation clause.

Table 1: Items under Price Variation

Sl.No	Item Description
1.	M V Switchgear and Distribution Board
2.	Distribution Cables
3.	UPS/Battery Charger

The price variation for the items listed in the above table shall be payable on the basis of relevant IEEMA formula attached as Annexure -1. Supply component shall be 80%.

2.10.2 Price Variation for 'Labour Component'

Contract price shall be adjusted for increase or decrease in rates and prices for the prices quoted for labour component for "Erection/Installation, testing and commissioning" in accordance with the formula given below:

$$V_L = 0.85 \times 0.20 \times R \times [(Li - Lo)/Lo]$$

Where;

V_L = Increase or decrease in the cost of work during the month under consideration due to change in rates for local labour.

Lo = The average consumer price index for industrial workers for Bangalore Centre as applicable for the month of submission of the bid as published by Labour Bureau, Ministry of Labour, GOI.

Li = The average consumer price index for industrial workers for Bangalore Centre during the 'month under consideration' as published by Labour Bureau, Ministry of Labour, GOI.

R = Gross value of the work done for 'Installation, Testing and Commissioning Component' of the work under consideration.

Labour Component shall be 20% of work done.

2.10.3 For items covered under IEEMA price variation clause, the latest date of delivery for considering price variation shall not be later than 180 (one hundred and eighty) days before the relevant Key Date for commissioning. However, if the price variation calculated as per the actual date of delivery is resulting in a price advantage to the Employer; the actual date of delivery shall be considered for evaluating the price variation. Price variation as per IEEMA formula will be applicable only if the mentioned items are manufactured in INDIA and If any of these items is imported then the price variation will not be applicable on that item.

- 2.10.4 Price variation that may accrue during the period from the date of tender submission will not be considered for Tender evaluation and for deciding inter-se position of the Tenderers.

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Schedule 1 Environmental, Social, Health and Safety (ESHS) Cost Schedule

Schedule No. 1: General Items – ESHS Cost Schedule

Item N°	Description	ESHS Specifications Clause N°	ESHS Specifications °
ESHS 1	Resources allocated to ESHS management	Clause 4	Refer SHE Manual, Employer's Requirement
ESHS 2	Drafting and updating the ESHS documentation, reporting, inspections	Clauses 1, 2, 3, 5, 6, 7, 9	
ESHS 3	Implementation of the Health and Safety Plan: Meetings, health care center, medical check-ups, emergencies and evacuations, safety protective equipment, hygiene	Clauses 1, 9, 21 to 25, 27 to 35, 37, 38	
ESHS 4	Accommodation, drinking water, meals and transportation of staff(*) (*) : The Bidder shall detail the financial conditions of the supply of accommodation, meals and transport to its staff: <ul style="list-style-type: none"> – Accommodation – Meals – Transport 	Clauses 36, 40, 41	
ESHS 5	Training and local recruitment management costs	Clauses 8, 39	
ESHS 6	Protection of adjacent areas, biodiversity, prevention of erosion and wastewater management	Clauses 10, 11, 12, 17, 18	
ESHS 7	Traffic, noise and atmospheric emissions management, land take	Clauses 13, 14, 42, 43, 44	
ESHS 8	Waste and hazardous products management	Clauses 15, 26	
ESHS 9	Vegetation clearing and site rehabilitation	Clauses 16, 19, 20	

Note: The overall cost of implementation of ESHS tender requirement is included in quoted rates of respective items in BOQ by the bidder. The cost of non-compliance will be recovered in addition to penalties as specified SHE document in Employer's Requirement and the compliance will be ensured by Employer at Contractor's risk and cost on quarterly review basis.

Annexure-1**Summary of Item Rate BOQ**

SL No	SCHEDULE	DESCRIPTION	Total of Each Schedule	Total Amount	
				In Figure	In Words
CIVIL & STRUCTURAL WORKS					
1	A	SITE DEVELOPMENT & ROAD / RAIL WORKS			
2	B	PILE FOUNDATION WORKS			
3	C	CAST-IN-SITU & PRECAST WORKS			
4	D	STEEL WORKS			
5	E	AT GRADE PORTION (CONCRETE & STEEL WORKS)			
6	F	PRE-ENGINEERED BUILDING (PEB) STEEL			
ARCHITECTURAL WORKS, PHE WORKS					
7	G	ARCHITECTURAL WORKS			
8	H	PUBLIC HEALTH ENGINEERING (CIVIL)			
9	I	EFLUENT AND SEWAGE TREATMENT PLANT(ETP & STP) Works			
ELECTRICAL & MECHANICAL WORKS					
10	J	ELECTRICAL WORKS			
11	K	FIRE DETECTION AND ALARM SYSTEM			
12	L	HVAC WORKS			
13	M	FIRE FIGHTING WORKS			
14	N	PLUMBING AND WTP WORKS			
15	O	COMPRESSED AIR SYSTEM WORKS			
16	P	LAN WORKS			
17	Q	ACCESS CONTROL SYSTEM WORKS			
18	R	CIVIL WORKS [External Piping System (Hume Pipe, Trenching & Underground)]			
19	S	M&P WORKS			
M&P WORKS & OTHER WORKS					
20	T	MISCELLANEOUS WORKS			
21	U	400m TEST TRACK ELEVATED PORTION			

22	V	1. Lump sum provision for incidental and unforeseen items likely to occur during the execution of work, Utility (all types of utilities), Tree cutting etc & General Electrical works for execution and the work will be carried out These items will be executed under schedule of rate 2023-24 or latest, published by KPWD. The cost under this Schedule stands fixed and this amount is provided as fixed amount in the summary of Financial Bid / Price Schedule. Whenever KPWD rates are not available other department rates (IR - USSOR / CPWD DSR / BESCO / KPTCL / BWSSB shall be considered as per sequence of priority and with the approval of Employer.			
Grand Total Excl GST					

Form ELI-1.1**Bidder Information Form**

Date:	<i>Insert the date of the Declaration of Undertaking</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>
Bidder's Legal Name	<i>Insert Full Name</i>
Bidder's Country of Constitution	<i>Indicate Country of Constitution</i>
Bidder's Year of Constitution	<i>Indicate Year of Constitution</i>
Bidder's Legal Address in the Country of Constitution	<i>Insert Street/Number/Town or City/Country</i>
Bidder's Authorized Representative	
Name:	
Address:	<i>Insert Full Name</i>
Telephone/Fax	<i>Insert Street/Number/Town Or City/Country</i>
Numbers:	<i>Insert Telephone/Fax Numbers, including Country and City Codes</i>
Email Address	<i>Indicate Email Address</i>

For single-entity Bidders:

Percentile of the Total Combined Bid Price undertaken by the Bidder, excluding Subcontractors	<i>Insert Percentile of the Total Combined Bid Price</i>
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For Joint Venture Bidders:

Percentile of the Total

Combined Bid Price

undertaken by the JV

Firms, excluding

Subcontractors

Insert Percentile of the Total Combined Bid Price

The following documents are required:

(Single Entities only – JV shall refer to Form ELI-1.2)

1. Copies of Original Documents of:

- Articles of Incorporation or Constitution or a notarized Trade Register Copy of the Legal Entity named above, in accordance with ITB 4.1
- Authorization to represent the Firm named in above, in accordance with ITB 20.2
- In case of Government-owned Enterprise or Institution, in accordance with ITB 4.3, Documents establishing:
 - Legal and Financial Autonomy
 - Operation under Commercial Law
 - Establishing that the Bidder is not a dependent Agency of the Employer
- 2. A **General Presentation** of the Bidder (Name, Legal Structure, Business Areas, Subsidiaries and Shareholdings, Number of Staff, etc.)
- 3. Current **Organization Chart**, List of the Members of the **Board of Directors**, List of **Beneficial Owners**

Form ELI-1.2

Bidder's Joint Venture Information Form

T1: JV Information Summary (to be filled by the JV Lead Firm)

Date:	<i>Insert the date of the Declaration of Undertaking</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>
JV's Legal Name	<i>Insert the JV's Legal Name</i>
Legal Names of the JV Firms	<i>Insert the Legal Names of the Bidder's JV Members</i> <i>Please underline the Name of the JV Lead Firm</i>
Name(s) of the JV Authorized Representative(s)	<i>Insert the Name(s) of the JV Authorized Representative(s)</i>

The following documents are required:

1. Copies of Original Documents of:

- Letter of intent to form JV or JV Agreement, in accordance with, in accordance with ITB 4.1.
- The Bidder should submit an undertaking spelling out specific responsibilities of each JV partner and adhere to those during the contract execution. JV or consortium shall be jointly and severally responsible and any responsibility and liability of JV or consortium shall not be diluted.

Form ELI-1.2**Joint Venture Information Form**

T2: JV Lead Information (to be filled by the JV Lead Firm)

T2/1	Legal Name of the JV Lead Firm	<i>Insert Full Name</i>
<hr/>		
T2/2	Country of Constitution of the JV Lead Firm	<i>Indicate Country of Constitution</i>
<hr/>		
T2/3	Year of Constitution of the JV Lead Firm	<i>Indicate Year of Constitution</i>
<hr/>		
T2/4	Legal Address of the JV Lead Firm in the Country of Constitution	<i>Insert Street/Number/Town or City/Country</i>
<hr/>		
T2/5	JV Authorized Representative(s) from the JV Lead Firm	
	Name:	<i>Insert Full Name</i>
	Address:	<i>Insert Street/Number/Town Or City/Country</i>
	Telephone/Fax Numbers:	<i>Insert Telephone/Fax Numbers, including Country and City Codes</i>
	Email Address	<i>Indicate Email Address</i>
<hr/>		
T2/6	Percentile of the JV Lead Firm's Share of the Total Combined Bid Price	<i>Insert Percentile of the Total Combined Bid Price</i>
<hr/>		

The following documents are required:

1. Copies of Original Documents of:

- Articles of Incorporation or Constitution or a notarized Trade Register Copy of the Legal Entity named in T2/1, in accordance with ITB 4.1
- Authorization of the JV Authorized Representative(s) as shown in T2/5 to represent the Firm named in T2/1, in accordance with ITB 20.2

- In case of Government-owned Enterprise or Institution, in accordance with ITB 4.3, Documents establishing:
 - Legal and Financial Autonomy
 - Operation under Commercial Law
 - Establishing that the Bidder is not a dependent Agency of the Employer
- 2. A **General Presentation** of the JV Lead Firm (Name, Legal Structure, Business Areas, Subsidiaries and Shareholdings, Number of Staff, etc.)
- 3. Current **Organization Chart**, List of the Members of the **Board of Directors**, List of **Beneficial Owners**, of the JV Lead Firm

Form ELI-1.2**Joint Venture Information Form**

T3: JV Partner Information (to be filled by each JV Partner Firm)

T3/1	JV's Legal Name	<i>Insert the JV's Legal Name</i>
<hr/>		
T3/2	Legal Name of the JV Partner Firm	<i>Insert Full Name</i>
<hr/>		
T3/3	Country of Constitution of the JV Partner Firm	<i>Indicate Country of Constitution</i>
<hr/>		
T3/4	Year of Constitution of the JV Partner Firm	<i>Indicate Year of Constitution</i>
<hr/>		
T3/5	Legal Address of the JV Partner Firm in the Country of Constitution	<i>Insert Street/Number/Town or City/Country</i>
<hr/>		
T3/6	JV Authorized Representative(s) from the JV Partner Firm	
	Name:	<i>Insert Full Name</i>
	Address:	<i>Insert Street/Number/Town Or City/Country</i>
	Telephone/Fax Numbers:	<i>Insert Telephone/Fax Numbers, including Country and City Codes</i>
	Email Address	<i>Indicate Email Address</i>
<hr/>		
T3/7	Percentile of the JV Partner Firm's Share of the Total Combined Bid Price	<i>Insert Percentile of the Total Combined Bid Price</i>
<hr/>		

The following documents are required:

1. Copies of Original Documents of:

- Articles of Incorporation or Constitution or a notarized Trade Register Copy of the Legal Entity named in T3/2, in accordance with ITB 4.1

- Authorization of the JV Authorized Representative(s) as shown in T3/6 to represent the Firm named in T3/2, in accordance with ITB 20.2
- In case of Government-owned Enterprise or Institution, in accordance with ITB 4.3, Documents establishing:
 - Legal and Financial Autonomy
 - Operation under Commercial Law
 - Establishing that the Bidder is not a dependent Agency of the Employer
- 2. A **General Presentation** of the JV Partner Firm (Name, Legal Structure, Business Areas, Subsidiaries and Shareholdings, Number of Staff, etc.)
- 3. Current **Organization Chart**, List of the Members of the **Board of Directors**, List of **Beneficial Owners**, of the JV Partner Firm

Form ELI-1.3**Subcontractor Information Form**

Subcontractors and Specialist Subcontractors must fill in this form. Specialist Subcontractor is a specialized enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.

Date:	<i>Insert the date of the Declaration of Undertaking</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>
Bidder's Legal Name	<i>Insert the Bidder's Legal Name</i>
Legal Name of the Subcontractor	<i>Insert Full Name</i>
Country of Constitution of the Subcontractor	<i>Indicate Country of Constitution</i>
Year of Constitution of the Subcontractor	<i>Indicate Year of Constitution</i>
Legal Address of the Subcontractor in the Country of Constitution	<i>Insert Street/Number/Town or City/Country</i>
Authorized Representative(s) from the Subcontractor	
Name:	<i>Insert Full Name</i>
Address:	<i>Insert Street/Number/Town Or City/Country</i>
Telephone/Fax Numbers:	<i>Insert Telephone/Fax Numbers, including Country and City Codes</i>
Email Address	<i>Indicate Email Address</i>
Type of Work to be undertaken by the Subcontractor	<i>Insert the Type of Work to be undertaken by the Subcontractor</i>

The following documents are required:

1. Copies of Original Documents of:

- Articles of Incorporation or Constitution or a notarized Trade Register Copy of the Legal Entity named above, in accordance with ITB 4.1
- Authorization to represent the Firm named in above, in accordance with ITB 20.2
- In case of Government-owned Enterprise or Institution, in accordance with ITB 4.3, Documents establishing:
 - Legal and Financial Autonomy
 - Operation under Commercial Law
 - Establishing that the Bidder is not a dependent Agency of the Employer
- 2. A **General Presentation** of the Subcontractor's Firm (Name, Legal Structure, Business Areas, Subsidiaries and Shareholdings, Number of Staff, etc.)
- 3. Current **Organization Chart**, List of the Members of the **Board of Directors**, List of **Beneficial Owners**, of the Subcontractor's Firm

Form ELI-1.4 (a)**Declaration of Association by JV Member**

Date: *Insert the date of the Declaration of Undertaking*

ICB No.: *Insert the ICB no. as per ITB 1.1*

ICB Title: *Insert the name of the Project as per ITB 2.1*

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture (JV):

[Insert the names of the other JV Members here]

[Insert the name of the Lead Member] shall be the Lead Member.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an Application separately from the firms listed above. Further, we understand that if one of the above JV Members appears as a member in more than one Application, all Applications in which the Member appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the works in the composition and in the form of cooperation described above.

Name of the JV Member Firm *Insert the name of the JV Member Firm*

Name of the person duly authorized to
sign on behalf of the JV Member Firm *Insert the name of the person signing the Bid*

Legal capacity of the person duly
authorized to sign on behalf of the JV
Member Firm *Insert the legal capacity of the person signing*

Signature

Date of Signing *dd of MMMM, YYYY*

Form ELI-1.4 (b)

Declaration of Association by Subcontractor

Date:	<i>Insert the date of the Declaration of Undertaking</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

We hereby declare our intent to associate with the following *Please select:* firm or Joint Venture as a Specialised Subcontractor:

[Insert the legal name of the Bidder here]

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an Application separately from the firms listed above.

Insert the following only if the Bidder is a single entity: Further, we understand that if one of the Bidder's Specialised Subcontractors appears as a JV Member or Specialised Subcontractor in more than one Application, all Applications in which this Specialised Subcontractor appears shall be disqualified.

Insert the following only if the Bidder is a Joint Venture: Further, we understand that if one of the JV Members or Specialised Subcontractors appears as a JV Member or Specialised Subcontractor in more than one Application, all Applications in which the Member or Specialised Subcontractor appears shall be disqualified. In the event that the Bidder is awarded a Contract, we shall perform the works in the composition and in the form of cooperation described above.

[illegible]

Form CON-2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Non-Performed Contracts in accordance with Section III, Qualification and Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert current year number less 5]</i> specified in Section III, Qualification and Evaluation Criteria, cl. 1.2, item 2.1 <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert current year number less 5]</i> specified in Section III, Qualification and Evaluation Criteria, cl. 1.2, item 2.1			
Year	Non-performed Portion of Contract	Contract Identification	Total Contract Amount (Current Value, Currency, Exchange Rate and INR equivalent)
<i>[Insert Year]</i>	<i>[Insert Amount and Percentage]</i>	Contract Identification: <i>[Indicate complete Contract Name/Number, and any other Identification]</i> Name of Employer: <i>[Insert Full Name]</i> Address of Employer: <i>[Insert Street/City/Country]</i> Reason(s) for non-performance: <i>[Indicate main Reason(s)]</i>	<i>[Insert Amount]</i>

Pending Litigation in accordance with Section III, Qualification and Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification and Evaluation Criteria, cl. 1.2, item 2.3 <input type="checkbox"/> Pending litigation in accordance with Section III, Qualification and Evaluation Criteria, cl. 1.2, item 2.3, as indicated below			
Year of Dispute	Amount in Dispute (Currency)	Contract Identification	Total Contract Amount (Current Value, Currency, Exchange Rate and INR equivalent)
<i>[Insert Year]</i>	<i>[Insert Amount]</i>	Contract Identification: <i>[Indicate complete Contract Name/Number, and any other Identification]</i> Name of Employer: <i>[Insert Full Name]</i> Address of Employer: <i>[Insert Street/City/Country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[Insert Amount]</i>

Form FIN-3.1

Financial Situation and Performance

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

1. Financial Data

Type of Financial Information in [Insert Currency]	Historic Information for previous [insert number] years (amount in currency, currency, exchange rate, INR equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

This information should be extracted from the Stand alone Annual Financial Statements and Banking Reference. (The information should be duly certified by an statutory Auditor) Rupee equivalent to be calculated at exchange rates as on the last date of respective financial years.

2. Financial Documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications and Evaluation Criteria, cl. 1.2, Item 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or JV member, and not an affiliated entity (such as parent company or subsidiary).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified.

Form FIN-3.2

Average Annual Turnover

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Year	Amount	Exchange Rate	INR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert exchange rates used to calculate the INR equivalent]</i>	<i>[insert INR equivalent]</i>
Average Annual Construction Turnover ¹			

¹ Total INR equivalent for all years divided by the total number of years
See [Section III, Qualification and Evaluation Criteria](#), cl. 1.2, Item 3.2

Form FIN-3.3 (a) : Cash Flow Capacity

[The following certificate shall be submitted by the Bidder and all parties combined in case of a Joint Venture]

Qualification and Evaluation Criteria"

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of INR..... to meet their working capital requirements for executing the above contract.

___Sd.____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

-
- Change the text as follows for Joint Venture/Consortium:

This is to certify that M/s who has formed a JV/Consortium with M/s and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of INR..... to M/s to meet their working capital requirements for executing the above contract.

[This should be given by the each JV/Consortium members in proportion to their financial participation]

Form FIN-3.3 (b)**Sources of Finance**

Specify proposed sources of financing, such as liquid assets¹, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Qualification and Evaluation Criteria.

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Legal Names of all Joint Venture Members	<i>Please select:</i> <i>Insert the legal names of all JV Member here</i> <i>or</i> <i>Not applicable.</i>
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

No.	Source of Financing	Amount (INR equivalent)
1		
2		
3		
...		

¹ Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.

Form FIN-3.4(a)

Current Contract Commitments / Work in Progress; Financial Resources Requirement

Applicants and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Bidder's Name	<i>Insert the legal name of the Bidder here</i> _____
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> <i>or</i> <i>Not applicable.</i> _____
Date:	<i>Insert the date</i> _____
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i> _____
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i> _____

No.	Name of Contract	Employer's Contact (Address, Tel., Email)	Value of Outstanding Work ¹ (A)	Estimated Completion Date	Remaining Contract Period ² (B)	Average Monthly Invoicing Over Last Six Months	Monthly Financial Resources Requirement (C) = (A) / (B)
			INR		Months	INR/month	INR
1							
2							
3							
n							
Cumulative Financial Resources Requirement for Current Contract Commitments ³							

¹ Remaining Outstanding Contract Values to be calculated from 28 days prior to the Bid submission deadline (INR equivalent based on the foreign exchange rate as of the same date)

² Remaining contract period to be calculated from 28 days prior to Bid submission deadline

³ Bidder should calculate this amount based on the following formula: $2 \times (\text{Sum of Monthly Financial Resources Requirements for Each Current Works Contract})$

Form FIN-3.4(b)

Cumulated Current Contract Commitments / Work in Progress; Financial Resources Requirement

Bidder's Name *Insert the legal name of the Bidder here*

Legal Names of all Joint Venture Members *Insert the legal names of all JV Member here*

ICB No.: *Insert the ICB no. as per ITB 1.1*

ICB Title: *Insert the name of the Project as per ITB 2.1*

No.	Name of JV Member	Cumulative Financial Resources Requirement for Current Contract Commitments from Forms FIN-3.4(a)
		INR
1		
2		
3		
n		
(1) Cumulative Financial Resources Requirement for Current Contract Commitments for all JV Members of the Bidder (Sum of above		
(2) Financial Resources Requirement for the Subject Contract		<i>[Insert Requirement]</i>
(3) Financial Resources Requirement (Sum of (1) and (2))		

Form EXP-4.0

Historical Performance

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Settled Disputes or Litigations

Choose one of the following:

- ☐ No concluded cases of Non-Performance of any contract in the Partner country since *insert year* (inclusive).
- ☐ Below are descriptions of all settled disputes or litigations within the last ten (10) years including information on concluded cases of Non-Performance of contract(s) in the Partner country since *insert year* (inclusive). In case of a Joint Venture, each Joint Venture Partner must fill this form separately.

Year	Uncompleted Part(s) of Contract	Description of Contract	Value of Contract in INR Equivalent
		Contract Description: Employer: Contact Information: Reason(s) for dispute, litigation or Non-Performance:	

Note:

Non-Performance of a Contract is defined as follows:

- the Contractor did not receive a Completion Certificate or equivalent; or
- the Contractor was not paid the full retention amount based on an independently verified Employer's determination that works were incomplete and/or inappropriate

Form EXP-4.1

General Contract Experience

Bidder's Name	<i>Insert the legal name of the Bidder here</i> _____
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> <i>or</i> <i>Not applicable.</i> _____
Date:	<i>Insert the date</i> _____
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i> _____
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i> _____

Identify contracts that demonstrate continuous work over the past *[number]* years pursuant to Section III, Qualification and Evaluation Criteria, cl. 1.2, Item 4.1. List contracts chronologically, according to their commencement (starting) dates.

Starting Year	Ending Year	Contract Name	Brief Description of the Works performed by the Applicant	Amount of Contract	Name and Address of Employer	Role of Applicant
				INR		
<i>[indicate year]</i>	<i>[indicate year]</i>	<i>[insert full name]</i>	<i>describe briefly works performed</i>	<i>[insert amount in currency, mention currency used, exchange rate and INR equivalent]</i>	<i>[indicate full name]</i> <i>[indicate street/number/ city/country]</i>	<i>Please select:</i> Prime Contractor or JV Member or Subcontractor or Management Contractor

Form EXP-4.2 (a)

Specific Contract Experience

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Similar Contract No. <i>[insert number]</i> of <i>[Employer to insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		INR <i>[insert Exchange rate and total contract amount in INR equivalent]</i>	
If member in a JV or subcontractor, specify participation in total Contract Amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in INR equivalent]</i>	
Employer's Name:	<i>[insert full name]</i>			

Similar Contract No. [insert number] of <i>[Employer to insert number of similar contracts required]</i>	Information
Address:	<i>[indicate street/number/town or city/country]</i>
Telephone/Fax Number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>
Email:	<i>[insert email address, if available]</i>
Description of the Similarity in accordance with Section III, Qualification and Evaluation Criteria, cl. 1.2, Item 4.2	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Construction rate for key activities	<i>[insert yearly rates and items]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>

Note

1. The Bidder is required to enclose Client certificate for successful completion of each contract specified above as on bid submission date.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. Contract Value as on 'Twenty-eight days prior to date for Bid submission (refer IFB)' prices in Rupee equivalent, assuming per annum inflation of 5% on Indian currency and 2% on foreign currency portion, respectively.
4. The exchange rate, wherever mentioned, in these forms shall be taken as the 'Rate of Exchange of the currencies as per Clause ITB 33.1, applicable on the respective date.

Form EXP-4.2 (b)**Experience in Key Activities**

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Key Activity No. 1

[Employer to insert brief description of the Activity, emphasizing its specificity]

	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		INR <i>[insert Exchange rate and total contract amount in INR equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total Quantity in the Contract (i)	Percentage Participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street/number/town or city/country]</i>			
Telephone/Fax Number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>			
Email:	<i>[insert email address, if available]</i>			
Description of the Key Activities				
in accordance with Section III, Qualification and Evaluation Criteria, cl. 1.2, Item 4.2(b)				
	<i>[insert response to inquiry indicated in left column]</i>			

	Information

Key Activity No. 2

[Employer to insert brief description of the Activity, emphasizing its specificity]

	Information
Contract Identification	<i>[insert contract name and number, if applicable]</i>
...	...

Key Activity No. 3

[Employer to insert brief description of the Activity, emphasizing its specificity]

	Information
Contract Identification	<i>[insert contract name and number, if applicable]</i>
...	...

ESHS Qualification

Form CER-5.1Q

Certification - Quality Management

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Description	Information
Identification of the Certificate	_____ <i>[insert full name of the certificate]</i>
First Award Date	_____ <i>[insert day, month, year of first certificate award]</i>
Last Update of the Certificate	_____ <i>[insert day, month, year of latest renewal, if any]</i>
Issuer's Name	_____ <i>[insert full name]</i>
Issuer's Address	_____ <i>[insert street / number / town or city / country]</i>
Issuer's Telephone/Fax Number	_____ <i>[insert phone/fax no., incl. country & city area codes]</i>
Issuer's Email Address	_____ <i>[insert email address, if available]</i>
Compliance with International Standards	<p>The certificate is ISO 9001:</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "No", proof of conformity with the international standard by the Applicant shall be required. The Applicant shall demonstrate the equivalency of their management systems with the international standards referred to.</p>

Form CER-5.1E

Certification - Environmental Management

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Description	Information
Identification of the Certificate	<i>[insert full name of the certificate]</i>
First Award Date	<i>[insert day, month, year of first certificate award]</i>
Last Update of the Certificate	<i>[insert day, month, year of latest renewal, if any]</i>
Issuer's Name	<i>[insert full name]</i>
Issuer's Address	<i>[insert street / number / town or city / country]</i>
Issuer's Telephone/Fax Number	<i>[insert phone/fax no., incl. country & city area codes]</i>
Issuer's Email Address	<i>[insert email address, if available]</i>
Compliance with International Standards	<p>The certificate is ISO 14001:</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "No", proof of conformity with the international standard by the Applicant shall be required. The Applicant shall demonstrate the equivalency of their management systems with the international standards referred to.</p>

Form CER-5.1H

Health and Safety Certification

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

Description	Information
Identification of the Certificate	<i>[insert full name of the certificate]</i>
First Award Date	<i>[insert day, month, year of first certificate award]</i>
Last Update of the Certificate	<i>[insert day, month, year of latest renewal, if any]</i>
Issuer's Name	<i>[insert full name]</i>
Issuer's Address	<i>[insert street / number / town or city / country]</i>
Issuer's Telephone/Fax Number	<i>[insert phone/fax no., incl. country & city area codes]</i>
Issuer's Email Address	<i>[insert email address, if available]</i>
Compliance with International Standards	<p>The certificate is OHSAS 18001 or ISO 45001:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "No", proof of conformity with the international standard by the Applicant shall be required. The Applicant shall demonstrate the equivalency of their management systems with the international standards referred to.</p>

Form ESHS EXP-5.2

Experience in Projects with significant ESHS Impact

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

ESHS Contract No. <i>[Insert number] of</i> <i>[insert number of S&E contracts required as per Section III, 5.]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award Date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion Date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		<i>[insert Exchange rate and total contract amount in INR equivalent]</i>	
If member in a JV or subcontractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in INR equivalent]</i>	
Employer's Name:	<i>[insert full name]</i>			

ESHS Contract No. [Insert number] of <i>[insert number of S&E contracts required as per Section III, 5.]</i>	Information
Employer's Address:	<i>[indicate street / number / town or city / country]</i>
Employer's Phone/Fax Number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>
Employer's Email Address:	<i>[insert email address, if available]</i>
1. ESHS Challenges	<i>[describe the ESHS challenges faced in project implementation, including indication of scales/size by reference, if applicable project E&S categorization as per development bank categorization]</i> <i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>
2. ESHS Measures Implemented	<i>[description of measures implemented, incl. supporting documentation, if available]</i> <i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>
3. ESHS Knowhow Transfer to Local Staff, Local Partners and Subcontractors	<i>[description of know how transfer and capacity building measures implemented, incl. supporting documentation, if available]</i> <i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>

Form ENV-5.3

Environmental Management Capacity

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> <i>or</i> <i>Not applicable.</i>
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

	The Applicant shall demonstrate:	Information and Documentation	ESHS
1	the existence of an Environmental Policy <i>[only in case of ESHS]</i>	<i>Provide relevant details of the Corporate Values or similar policy documents and declarations</i>	
	<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
2	the existence of an Environmental Management System, incl. an adequate organizational set-up for definition, enforcement and monitoring.	<i>Provide details of the organizational set-up and procedures for relevant issues within your company, for qualification details of relevant key staff see Form 5.6</i>	
	<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
3	that all members of a JV, suppliers, subcontractors and temporary workforce a) are aware of and b) comply with the Environmental Management System.	<i>Provide information on</i> <i>a) how awareness, know how transfer and enforcement is implemented to external partners</i> <i>b) nature, content and frequency of internal trainings to employees.</i>	
	<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
4	that regular monitoring and reviews of the status of the Environmental Management System takes place.	<i>Provide details or samples of risk assessments, reviews, audits or reports which are carried out on a regular basis for the last three years</i>	

	The Applicant shall demonstrate:	Information and Documentation	ESHS
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	that procedures exist to respond to and mitigate environmental emergencies and other adverse impacts on work sites.	<i>Provide supporting evidence like emergency manuals (index only), emergency procedures, etc.</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Form OHSAS-5.4

Occupational Health and Safety Capacity

Bidder's Name	<u>Insert the legal name of the Bidder here</u>
Joint Venture Member Name	<u>Please select:</u> <u>Insert the legal name of the JV Member here</u> <u>or</u> <u>Not applicable.</u>
Date:	<u>Insert the date</u>
ICB No.:	<u>Insert the ICB no. as per ITB 1.1</u>
ICB Title:	<u>Insert the name of the Project as per ITB 2.1</u>

	The Applicant shall demonstrate:	Information and Documentation	ESHS
1	the existence of an Occupational Health & Safety Policy	Provide a policy document and the index of the Occupational Health & Safety manual or other relevant documents and declarations	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	the existence of management system, incl. an adequate organizational set-up for definition, enforcement and monitoring.	Provide details of the organizational set-up and procedures for health and safety issues within your company, for qualification details of relevant key staff see Form 5.6	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	that regular reviews, audits and statistics of Health & Safety events and procedures especially on work sites exist.	Please provide details or samples of risk assessments, reviews, audits or statistical reports which are carried out on a regular basis for the last three years	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	that all members of a JV, suppliers (in particular those for major supply items), sub-contractors and temporary workforce a) are aware of and b) comply with the Health & Safety Policy.	Provide information on a) how awareness, know how transfer and enforcement is implemented to external partners b) nature, content and frequency of internal trainings to employees.	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Form LOC-5.5

Socially Responsible Works Implementation

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> <i>or</i> <i>Not applicable.</i>
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

	The Applicant shall demonstrate:	Information and Documentation	ESHS
1	a strategy for staff and labor incl. recruitment of temporary workforce and local labor, worker grievance mechanism, etc.	<i>Provide information and relevant documents, if any</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	a comprehensive strategy for ensuring public health and safety, including programs and procedures to combat the spread of communicable diseases (incl. HIV/AIDS).	<i>Please provide supporting evidence</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	a comprehensive strategy for staff accommodation, e.g. worksite camps, house rental, security, etc.	<i>Provide information and relevant documents, if any</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	a comprehensive training strategy for transfer of ESHS knowhow to temporary workforce and subcontractors	<i>Provide information and relevant documents, if any</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	a strategy for communication and interaction with stake-holders and local communities incl. grievance mechanism, incl. avoidance of damage to property and people	<i>Provide a concept how this relationship has been managed in former contracts.</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Form COC-5.6

Ethical Business Principles

Bidder's Name	<i>Insert the legal name of the Bidder here</i>
Joint Venture Member Name	<i>Please select:</i> <i>Insert the legal name of the JV Member here</i> or Not applicable.
Date:	<i>Insert the date</i>
ICB No.:	<i>Insert the ICB no. as per ITB 1.1</i>
ICB Title:	<i>Insert the name of the Project as per ITB 2.1</i>

	The Applicant shall demonstrate:	Information and Documentation	ESHS II
1	that ILO core labor standards ¹ are fully respected in business operations by explicitly ticking the boxes.	Our business operations respect the core labor standards on: <input type="checkbox"/> Freedom of Association <input type="checkbox"/> Elimination of Forced Labour <input type="checkbox"/> Non-Discrimination <input type="checkbox"/> Abolishment of Child Labour <input type="checkbox"/> Occupational Health and Safety	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	the existence of a declaration on ethical business principles or similar declaration.	Provide written information and evidence on business principles (code of conduct, conflict of interest, bribery, corruption, bid-rigging, unfair competition, insider rules, confidentiality, money-laundering, etc.)	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	the existence of an adequate organizational set-up to define, enforce and monitor the ethical business principles.	Provide details of the organizational set-up and staffing of the relevant department, for qualification details of relevant key staff see Form 5.6	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	that all members of a JV, suppliers (in particular those for major supply items), subcontractors and temporary workforce a) are aware of and b) comply with these principles.	Provide information on a) how awareness, know how transfer and enforcement is implemented to external partners b) nature, content and frequency of internal trainings to employees.	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	that a confidential and anonymous mechanism for employees and third parties to report violations of the ethical business principles exists.	Describe the mechanism and the offered reporting channels (ombudsmen, whistleblower scheme, website, etc.)	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

¹ See relevant ILO conventions C087, C098, C029, C105, C100, C111, C138, C182, C155 and C187. In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Bidder / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions to achieve the safeguarding objectives for workers.

Form PR-5.7

List of Available ESHS and Construction Personnel

Complete the list below to demonstrate the extent to which you have access (internally / externally) to ESHS and Construction expertise required for personnel profiles described in Section VII; Employer's Requirements. Do not attach CVs as no personnel evaluation is carried out at the qualification stage. It is understood that qualified Bidders are not required to include staff named below into the proposal.

Name	Designation , in accordance with Section VII, Scope of Works	Educ ation / Degr ee	Years of Professi onal Experie nce	Relation ship with / Years within the Bidder ¹	Country/ Regiona l Experie nce	Relevan t Project Referen ces (Descrip tion of project- related experien ce)	Languag es

Name	Designation, in accordance with Section VII, Employer's Requirements	Education/ Degree	Years of Professional Experience	Relationship with / Years within the Bidder ¹	Country/ Regional Experience	Relevant Project References (Description of project-related experience)	Languages

¹ For freelance experts (e.g. with retainer contracts or formal agreements) indicate "FE" and how long the expert has been associated with the Applicant. For sub-consultant staff indicate "Sub". Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff.

BIDDING FORMS

Letter of Technical Bid

Date: Insert the date of the Letter of Technical Bid

ICB No.: Insert the ICB no. as per ITB 1.1

To: Insert the name of the Employer as per ITB 1.1 ("Project Executing Agency")

Insert the address of the Employer as per ITB 23.1

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda, issued in accordance with the Instructions to Bidders ("ITB") clause 8;
- (b) We have no conflict of interest in accordance with ITB cl. 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB cl. 4.4;
- (d) We offer to *insert the name of the Employer*, in conformity with the Bidding Documents, the following Plant and Installation Services: *insert the name of the Project as per ITB 2.1*;
- (e) Our Bid shall be valid for a period of *insert the duration of bid validity as per ITB 19.1* 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;
- (f) We are not participating, as a Bidder, in more than one Bid in this Bidding Process in accordance with ITB cl. 4.3(e), other than Alternative Bids submitted in accordance with ITB cl. 13;
- (g) We understand that this Technical 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; and
- (h) We acknowledge and agree that the Employer reserves the right to annul the Bidding Process and reject all Bids at any time prior to Contract award without thereby incurring any liability to us;
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder	<i>Insert the name of the Bidder</i>
Name of the person duly authorized to sign the Bid on behalf of the Bidder	<i>Insert the name of the person signing the Bid</i>
Legal capacity of the person duly authorized to sign the Bid on behalf of the Bidder	<i>Insert the legal capacity of the person signing the Bid</i>
Signature	
Date of Signing	<i>dd of MMMM, YYYY</i>

Note:

If the Bidder comprises a joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. joint venture or consortium).
- (b) the liability of each member under the Bid, and under any contract formed upon its acceptance, will be joint and several;
- (c) an authorised representative of each member must sign the Bid.
- (d) Signature on the Letter of Technical Bid shall be witnessed and dated.
- (e) Duly notarised# Power of Attorney issued in favour of Authorized representative of each member of Joint Venture/Consortium shall be attached.
- (f) Duly notarised#, irrevocable Power of Attorney issued by each member of Joint Venture/Consortium in favour of Leader of the Joint Venture/Consortium for participation in this Bid shall be attached.
- (g) Power of Attorney of the authorized representative of each member of Joint Venture/Consortium who issues the Power of Attorney in favour of Leader of the Joint Venture/Consortium, with clear evidence that the person is authorized to issue such Power of Attorney shall be attached.

Technical Bid

The details of the Contractor's proposed design engineering solution for the works;

The Contractor's proposed Site Organization

Environmental, Social, Health and Safety (ESHS) Methodology

The Contractor's Method Statement

Mobilization Schedule

Construction Schedule

Plant

Contractor's Equipment

Personnel

Proposed Subcontractors for Major Items of Plant and Installation Services

Others

Site Organization

[insert any details required for Site Organization]

Environmental, Social, Health and Safety Methodology

[Before preparing and adapting the requirements or specifications listed hereafter the explanations to Section VII, 1 b) - Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works should be duly considered.]

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall meet those requirements and objectives, which are specified in Section VII, Works Requirements - ESHS Specifications. The ESHS Methodology submitted shall be in the form of a preliminary draft of the Project Area Environmental and Social Management Plan (PA-ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

Information should be provided on all items of the abovementioned table of contents.

In order to address the highly sensitive ESHS issues highlighted during the project's environmental and social impact assessment, the ESHS Methodology shall provide detailed information on the management of the following items: *[Delete items if not relevant and add sensitive issues with regards to the Project Area management and resulting from the project's ESIA, ESMP or Environmental and Social Commitment Plan (ESCP) if any]*

- (a) ESHS resources and facilities and ESHS monitoring organization;
- (b) Project Areas description (base camps, quarries, borrow pits, storage areas);
- (c) Health & Safety on Project Areas;
- (d) Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge);
- (e) Relations with stakeholders, information and consultation of local communities and authorities;
- (f) Traffic management;
- (g) Hazardous products;
- (h) Wastewater (effluents);
- (i) Protection of water resources;
- (j) Atmospheric emissions, noise and vibrations;
- (k) Waste management;
- (l) Biodiversity : protection of fauna and flora;
- (m) Site rehabilitation and revegetation;
- (n) Erosion and sedimentation;
- (o) Control of infectious and communicable diseases (HIV/AIDS, malaria...).

A Bid for which the ESHS Methodology is evaluated as non-substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

Method Statement

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract.
- (b) Outline of the arrangements of the Bidder to manage coordination of Site access.
- (c) Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (d) *[Comments on any offshore or waterfront aspects of the Works.]*
- (e) Comments on logistics and traffic management *[as may be appropriate]*.
- (f) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements.
- (g) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
- (h) *[Insert other information, as may be appropriate.]*

Construction Schedule

Each Bidder shall set out a detailed Program and Schedule for mobilisation and implementation of the Works to be performed, including estimated starting and finishing dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to the Employer's Requirements and shall address the following:

- (a) Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
- (b) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
- (c) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (d) *[Other proposed measures as may be appropriate]*

Personnel

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

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

*As listed in Section III, Evaluation and Qualification Criteria.

Form PER-2: Resume of Proposed Personnel

Name of Bidder

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 over the last 20 years, 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

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form E/QUAL: Continued Eligibility and Qualification

Name of Bidder
Name of the JV Member (if applicable)

[Insert one of the two options, as applicable:

"I hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification."

or,

"I hereby certify that the information provided in our application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s)."

[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) to the Bid.]

- ☐ Form ELI-1.1: Applicant Information Form
- ☐ Form ELI-1.2(a): Applicant's JV Information Form
- ☐ Form ELI-1.2(b): Declaration of Association
- ☐ Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History
- ☐ Form FIN-3.1: Financial Situation and Performance
- ☐ Form FIN-3.2: Average Annual Construction Turnover
- ☐ Form FIN-3.3: Sources of Finance
- ☐ Form FIN-3.4: Current Contract Commitments / Works in Progress
- ☐ Form EXP-4.1: General Construction Experience
- ☐ Form EXP-4.2(a): Specific Construction and Contract Management Experience
- ☐ Form EXP-4.2(b): Construction Experience in Key Activities
- ☐ Form EQP-4.3: Specific Construction Equipment
- ☐ Form QSC-5.1: Certification
- ☐ Form ENV-5.2: Experience in Projects with Significant ESHS Impact
- ☐ Form ENV-5.3: Environmental Management Capacity
- ☐ Form OHSAS-5.4: Occupational Health and Safety Capacity
- ☐ Form OHSAS-5.5: Socially Responsible Works Implementation
- ☐ Form COC-5.6: Ethical Business Principles
- ☐ Form LOC-5.7: List of Available ESHS and Construction Personnel

Proposed Subcontractors for Major Items of works

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

Major Items of Plant and Installation Services	Proposed Subcontractors/Manufacturers	Nationality

Letter of Financial Bid

Date:

ICB No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda, issued in accordance with the Instructions to Bidders ("ITB"), clause 8;
- (b) We have no conflict of interest in accordance with ITB cl. 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB cl. 4.4.
- (d) We offer our price to _____, in conformity with the Bidding Document and all addendums / corrigendum's -
- (e) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: All Schedules (Schedule-2, Schedule-3, Schedule-4, Schedule 5 and Schedule 6) and as per the summary of price bid (Schedule -1) of financial bid submitted through eproc.
- (f) The discounts offered and the methodology for their application are:
Not applicable
- (g) Our bid shall be valid for a period of _____ days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (i) We are not participating, as a Bidder or a Subcontractor, in more than one bid in this Bidding Process in accordance with ITB cl. 4.2, other than Alternative Bids submitted in accordance with ITB cl. 13;
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding Process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (k) 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; and
- (l) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder

Insert the name of the Bidder

Name of the person duly authorized to
sign the Bid on behalf of the Bidder

Insert the name of the person signing the Bid

Title of the person duly authorized to
sign
the Bid on behalf of the Bidder

Insert the title of the person signing the Bid

Signature

Date of Signing

dd of MMMM, YYYY

Form of Bid Security

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its bid (hereinafter called “the Bid”) for the execution of *[Insert project, object of the contract/brief description of the works]* under International Competitive Bidding No. *[Insert ICB number]*.

We, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, waiving all objections and defences, any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Bid Submission Form (the Bid Validity Period”); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee shall expire not later than *[Insert expiry date]*¹³.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

[As preferred option regarding guarantee rules insert¹⁴: This guarantee is subject to the Uniform Rule for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.]

Place, date

Guarantor’s authorized signature(s)

¹³Pursuant to ITB Clause 19.3 the guarantee must be valid for at least 42 days beyond the bid validity.

¹⁴In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank’s branch issuing the guarantee is physically located.