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Invitation for Bids

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PART – 1 – BIDDING PROCEDURE

SECTION – IV

QUALIFICATION AND BIDDING FORMS

AND

BILL OF QUANTITIES (BoQ)

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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 Organisation³ (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.

Appendix 1b – Declaration of Undertaking (Concise Version)

Reference name of the Application/Offer/Contract:

("Contract")
("Project Executing Agency")

To:

1. We (including any members of our Joint Venture and any proposed or engaged sub contractors) hereby confirm that the criteria specified in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries":
 - a. Art. 1.3.2 (Exclusion criteria) do not apply and
 - b. there is no conflict of interest pursuant to Art. 1.3.3.
2. We (including any members of our Group of companies or Joint Venture and any proposed or engaged sub-contractors) further declare that during the Tender Process, and in case of being awarded a contract during contract performance:
 - a. did not and will not engage in any Sanctionable Practice as defined in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries" and in case of Sanctionable Practice we are fully bound to Art. 1.4 (Sanctionable Practice).
 - b. 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 Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management 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.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature:

Place:

Dated:

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)

Surety Bond for Bid Security

(Refer Clauseof ITT)

S.B. No.

Dated:

1. In consideration of you, Bi-RIDE, having its office at Bengaluru-560 010, India (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid ofand having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the (hereinafter referred to as "the Project") pursuant to the Tender Document dated issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at..... and one of its branches at..... (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 13 of ITT of Bid Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank

shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs.....

4. This Surety Bond shall be irrevocable and remain in full force for a period of 240 days from the Bid Due Date inclusive of a claim period of 60 days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. To give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 days after the Bid Due Date)].
14. This Surety Bond shall also be operatable at our , branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and delivered by Company

By the hand of Mr./Ms.....it's..... and authorized official

(Signature of the Authorized Signatory) (Official Seal)

FORM OF INSURANCE SURETY BOND FOR[to be filled as per Note-1]

(Refer Clause)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Surety Insurer)

To,

.....

.....

WHEREAS[Name and Address of the Contractor] (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA No.

.....for[Description of the Contract work to be specified] (hereinafter referred to as "the Contract").

The Contract was awarded by (hereinafter referred to as the "Employer" or "....."), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees.

AND WHEREAS it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Insurance Surety Bond for

2.1 (Performance Security / Mobilization Advance/ Plant & Machinery Advance/ Special Advance/ Retention Money) for the sum specified herein below as security for

2.2 (compliance of the obligations and performance of the Contractor/ such Advance Payment/ Retention Money).

In pursuance to this M/s.....(The Contractor) has requested for issuance of the Insurance Security Bond for the sum of[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable].

AND WHEREAS we[Name and full address of the Surety Insurer including Email address] having registered office at..... (hereinafter referred to as the "Surety Insurer"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, hereby agrees to give the Employer on behalf of the Contractor such a Insurance Surety Bond drawn and payable at Bengaluru branch.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

-
2. A letter from the Employer, under the hands of an officer not below the rank of General Manager,
... , that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Employer or body, or by the discharge of the Contractor for any reason whatsoever.
 3. In order to give effect to this Surety Bond, the Employer shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
 4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.
 5. The Employer shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
 6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
 7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Surety Insurer under this Surety Bond all rights of the Employer under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
 8. The Surety Bond ceases to be in force and effect on **** Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.
 9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the

power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Employer that the envelope was so posted shall be conclusive.
11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Contract.
12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This Surety Bond shall also be operatable at our, branch at Bangalore, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment here under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this.....Day of.....,26.....at.....

SIGNED, SEALED AND DELIVERED For and on

behalf of the Surety Insurer by:

(Signature)

(Name) (Designation)

(Code Number) (Address)

Notes:

1. Any one of the following types of 'Insurance Surety Bond is to be inserted in the heading after the word '**FORM OF INSURANCE SURETY BOND FOR**' according to the purpose:
 - a) "**PERFORMANCE SECURITY**"
2. In Para-2, insert from the bracket the appropriate option according to the type^{2.1} and purpose^{2.2} of the Insurance Surety Bond to fill in the blanks.
3. The stamp paper of appropriate value shall be purchased in the name of the Surety Insurer, who issues the "Insurance Surety Bond".
4. The Insurance Surety Bond to be submitted shall be got issued from an IRDA approved Surety Insurer

Schedules

SCHEDULE OF RATES - PREAMBLE TO BILL OF QUANTITIES

1. GENERAL REQUIREMENTS

- 1.1. 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.
- 1.2. **Standards guaranteeing a level of quality or performance equivalent or superior to those indicated in the Tender Documents, will also be accepted”.**
- 1.3. 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.
- 1.4. **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.**
- 1.5. The same shall be in Indian Rupees both in figures and in words.
 - (i) 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.
 - (ii) Schedule for which no rates have been entered in will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities.
- 1.6. 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.
- 1.7. 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.

- 1.8. The entire cost of complying with the provisions of the Contract shall be deemed to have been included in the quoted rates.
- 1.9. General directions and description of works and materials are not necessarily repeated or summarized in the Bill of Quantities.
- 1.10. 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.
- 1.11. Errors will be corrected by the Employer for any arithmetical errors in computation or summation as indicated in Contract Document.
- 1.12. 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.
- 1.13. Geo technical data given in is an indicative only for bidding purpose.
- 1.14. 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 **“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.**
- 1.15. **Deleted**
- 1.16. 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.
- 1.17. 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 Bidder's quote as per the applicable rate on submission of documentary evidence.
- 1.18. 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.
- 1.19. 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.
- 1.20. 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.

1.21. 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:

1.21.1. 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.

1.21.2. Making good all the damages, openings etc., to the civil works/structures done and cleaning while executing the works under this Contract.

1.21.3. 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.

1.21.4. 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.

1.21.5. In the event of conflict between the bill of quantities and other documents, the most stringent shall apply and interpretation of the Engineer/Employer in this shall be final and binding. Refer Section-IX, PCC Clause no. 1.5 for order of precedence.

1.21.6. The installation price of switchboards, Transformers 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.

1.21.7. 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.

1.21.8. 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.

1.21.9. 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.

1.21.10. 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/Employer.

- 1.21.11. All testing and calibrating charges for the all types of tools and equipment's required for Meters and other relevant equipment's shall be included in the installation price of the each relevant items.
- 1.21.12. High voltage testing by Voltage Boosters, relay calibration by secondary injection and meter calibration has to be carried out at site by authorized agencies as mentioned in Chapter "RECOMMENDED MAKE OF MATERIALS".
- 1.21.13. 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.
- 1.21.14. All temporary works shall be carried out by the contractor including temporary lighting & power at station areas, Switchboards, DG sets, cables, stores, etc.
- 1.21.15. 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.
- 1.21.16. The contractor shall supply and maintained all equipment and spares required for restoration of all Traction and Power supply 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. At the end of DLP contractor shall supply and handover the remaining DLP spares and Contract spares as per contract.
- 1.21.17. All wall and floor openings where cable containments are passing through shall be sealed EPDM based sealant after completion of cable pulling or installation.

IMPORTANT NOTES TO BIDDERS:

1. The bidder should quote his item rate against Schedule - A, Schedule- B, Schedule – C, Schedule – D, 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 "D" shall be taken into consideration.
5. Employer reserves the right to omit / partially execute any items in any of the Schedules ("A" to "D") during construction without any liability to either party.
6. The Schedule "E" is Lump sum provision for incidental and unforeseen items likely to occur during the execution of work, and paid under latest SOR of SWR-USSOR / BESCOM / KPTCL as per sequence of priority with the approval of Engineer / Employer. The cost under this Schedule stands fixed as ₹. 2,00,00,000/- and this amount is provided as fixed amount in the summary of Financial Bid / Price Schedule. /-. Also, under Schedule A-13, provision of a fixed amount of 50,00,000 provided as power block component to carryout construction work under power block condition. The employer/engineer shall not consider these amounts for bid evaluation.
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 POWER SUPPLY AND TRACTION '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 WPI 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. excluding GST.

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 as mentioned in BoQ, explanatory notes, other documents against respective items.
- 2.5.2 The currency to be used in the Contract will be Indian Rupees (INR)/Yen/US Dollars/EURO or any other combination of these currencies as per respective schedule. 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 initialed 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.**
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. Prices so assigned in the BOQ, for Supply and installation of items of materials, plant and equipment shall be full Payment 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 site store (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:
- 2.1.1.1. Prices for supply items shall be for the full payment as determined for supplying the items in accordance with the drawings and specifications. The schedule items covered by this clause are:

Schedule No.	Item Covered
A	A1, A2, A4, A6, A7, A8, A10, A11, A12
B	B1 (excluding spare, tools and plants), B2, B3
C	C1, C2,
D	D1, D2, D3,

A. Payment will be done in stages for all supply items after delivery on site, in the following manner:

Stage. No.	Description of payment term	Percent of total Price
St -1	Acceptance of Design and supply of item at site / store.	75
St -2	On completion of installation	10
St -3	Local testing and commissioning	5
St -4	On completion of integrated testing, submission / acceptance of as-built drawings and O & M documentations, transfer of technology and all items required as per tender documents, completion of employer's staff training as per tender documents.	5
St -5	On successful completion of DLP	5

St.1: 75% of unit price of supply item shall be payable when: Acceptance of Design and supply of item at site.

- i. "Notice of No Objection" or "Notice of No Objection subject to." has been issued by the "Engineer" in respect of the design/drawings and other documents (Simulation report etc.) for "Receiving sub-station equipment / FOCS / ASS / SCADA". The Payment shall include for the preparation, submission, and all subsequent revisions, changes required and re-submittals as necessary during the design verification phase (as specified in clause no above) as required by the "Engineer" for documents, drawings, design calculations, test procedures etc. and finalization of the scheme.
- ii. Issue of "No-Objection" or "No-Objection subject to" For the vendor and Technical proposal of all major equipment's.
- iii. Payment for items listed in this milestone, shall include for all costs incurred in procurement/manufacture (manufacture/ procurement; operation of quality assurance program at places of manufacture), testing (type tests, prototype tests, factory acceptance tests, tests before shipment), inspection, shipping (packing, crating, shipping to Port of entry India, including, insurances, bank guarantees, and transfer from offshore factory to port), hauling, off-loading, storing (all storage costs at factory and port, at site) of all the equipment.
- iv. This Payment shall also include for all custom clearance activities including all formalities, liaising with the custom authority / custom house agents as well as transportation of goods to the site. This also includes price payable for Port Handling, Port Clearance, Local Transportation to Bangalore, Storage in approved Warehousing, loading at storage points or warehouses and transportation to site, offloading and moving to the point of installation.
- v. Issue of jointly signed (Employers/Engineer site representative and tenderer representative) RFI (Request for Inspection) for material (supply item) received at site without any damage.

St-2: 10% of unit price of supply item shall be payable when: On completion of installation

- i. On completion of all Installation and equipment supplied under the Contract in accordance with the drawings. Payment will be made for each section after certification by the Contractor and acceptance of the Engineer/Employers representatives that the sub-systems and systems, including all equipment have successfully completed the installations procedures to the satisfaction of employer/engineer and have been set-to-work and all test results and other documentation, as

described in the specifications.

St-3: 5% of unit price of supply item shall be payable when: Local testing and commissioning

- i. After completion of all Installation, Testing and Commissioning and integration with SCADA of plant and equipment supplied under the Contract in accordance with the drawings, approved testing procedure and specifications. Payment will be made for each section after certification by the Contractor and acceptance of the Employers representatives that the sub-systems and systems, including all equipment have successfully completed the test procedures to the satisfaction of employer/engineer and have been set-to-work and all test results and other documentation, as described in the specifications.
- ii. The payment under this milestone shall be undertaken along with the payment of BOQ item for testing and commissioning.

St-4: 5% of unit price of supply item shall be payable when

- i. On the completion of training of Employer's staff in accordance with the specifications. Payment shall include for preparation, submittal and revisions as required by the Engineer of training manuals and curricular, employment of approved training staff and all associated costs and travel costs; provision of all manuals for each training course; provision and maintenance of training facilities.
- ii. Full payment for the provision of As- Built drawings in accordance with the specifications. Payment shall include for the preparation, submission, and all subsequent revisions, changes required and re-submittals as necessary as required by the specifications until accepted by the Engineer. Payment shall be made when all the As-Built drawings for each discipline have been reviewed and accepted by the Engineer.
- iii. Full payment for the provision of O & M Manuals in accordance with the specifications. Payment shall include for the preparation, submission, and all subsequent revisions, changes required and re submittals as necessary as required by the specification until accepted by the engineer. Payment shall be made when all the O&M manuals for each discipline have been reviewed and accepted by the engineer.
- iv. The payment shall be made on complete transfer of technology for each discipline to the employer as per tender documents and as per Employer's any additional requirements.
- v. The payment shall cover the Integrated testing & commissioning as specified in the chapter 4 of PS of Employer's requirement.

As explained in Chapter 4 of PS, the integrated testing and commissioning, shall be performed for each Corridor and Depot, after the first 15 days of operation, during which the various actuation and operation situations (putting into service, normal actuation, failure tripping etc) shall be simulated.

- The Integrated Testing & Commissioning shall essentially include, but not limited to:
- Integrated testing & commissioning plan
- Tools, instruments, tackles, and documents required;
- Providing attendance to the Employer's Representative, including during inspection by statutory

- Authorities, Ministry of Railways and Commissioner of Railway safety/ CMRS.
- Carrying out the appropriate integrated testing & commissioning functions.

St-5: - 5% of unit price of supply item shall be payable when

- Full payment for the maintenance by the Contractor staff including DLP spares and tools for the plant and equipment supplied under the contract in accordance with the specifications during defect liability period. Payment shall include for the approval of the supervisors and replacement as required by the Employer, employment of approved staff including salaries, overtime, airfares, lodging allowances, their office expenditure, telephones/mobile bills, local travel costs to and from site, training materials, income tax and other taxes deducted at source. Payment shall be made on quarterly-basis on certification by the Employer for completion of maintenance activity as per approved DLP maintenance schedule.
- However, payment of all maintenance work completed in last quarter and remaining amount (under this head/section) based on previous quarter payments for last quarters of DLP period shall only be processed / paid once, the Performance Certificate is issued by Employer for works to tenderer/contractor.

Furthermore, Payment on delivery will be made against the following documents in support of dispatch of materials:

- certificate of type tests if applicable;
- certification of Factory Acceptance Tests;
- provision of indemnity bond
- proof of insurance
- technical literature and equipment manual.
- Packing list

2.1.1.2. Prices for erection, testing & commissioning not covered in items given in para 2.9.6.1 above shall include the full payment for the plant, equipment and materials in accordance with the drawings and specifications. Payment shall include all costs incurred in procurement/ manufacture, testing, inspection, and shipping, hauling, off-loading, and moving to approved depot or point of installation/ erection, all to the approval of the Engineer. Partial payments will be made for work completed in place to provide progressive payments as approved by the Employer/Engineer in the described manner.

Stage No.	Description of payment term	Percent of total Price
St-1	Acceptance of Design and completion of erection of item at site	85
St-2	On completion of Local and integrated testing and commissioning of internal utility system, submission/ acceptance of as-built drawings and O & M documentations, and all items required as per tender documents.	10
St-3	On successful completion of DLP	5

St-1: 85% of unit price of item shall be payable when

- i. a "Notice of No Objection" or "Notice of No Objection subject to." has been issued by the "Engineer" in respect of the design/drawings and other documents (Simulation report etc.) for "Receiving sub- station equipment / FOCS / ASS / SCADA". The Payment shall include for the preparation, submission, and all subsequent revisions, changes required and re-submittals as necessary during the design verification phase as required by the "Engineer" for documents, drawings, design calculations, test procedures etc. and finalization of the scheme.
- ii. Issue of "No-Objection" or "No-Objection subject to." For the vendor of all major materials.
- iii. Issue of jointly signed (employer/engineer site representative and tenderer representative) RFI (Request for Inspection) for execution / completion of erection work at site in accordance with accepted /approved design and drawings to the satisfaction of employer/engineer.

St-2: 10% of unit price of item shall be payable when

- i. Full payment for the provision of As- Built drawings in accordance with the specifications. Payment shall include for the preparation, submission, and all subsequent revisions, changes required and re-submittals as necessary as required by the specifications until accepted by the Engineer. Payment shall be made when all the As-Built drawings for each discipline have been reviewed and accepted by the Engineer.
- ii. Full payment for the provision of O & M Manuals in accordance with the specifications. Payment shall include for the preparation, submission, and all subsequent revisions, changes required and re-submittals as necessary as required by the specifications until accepted by the Engineer. Payment shall be made when all the O & M Manuals for each discipline have been reviewed and accepted by the Engineer.

On completion of local and integrated Testing and Commissioning and integration with SCADA of plant and equipment supplied under the Contract in accordance with the drawings, approved testing procedure and specifications. Payment will be made for each section after certification by the Contractor and acceptance of the Employers representatives that the sub-systems and systems, including all equipment have successfully completed the test procedures to the satisfaction of employer/engineer and have been set-to-work and all test results and other documentation, as described in the specifications.

The payment under this milestone shall be undertaken along with the payment of BOQ item for testing and commissioning.

St-3: 5% of unit price of item shall be payable when

- i. Full payment for the maintenance by the Contractor staff including DLP spares and tools for the plant and equipment supplied under the contract in accordance with the specifications during defect liability period. Payment shall include for the approval of the supervisors and replacement as required by the Employer, employment of approved staff including salaries, overtime, airfares, lodging allowances, their office expenditure, telephones/mobile bills, local travel costs to and from site, training materials, income tax and other taxes deducted at source. Payment shall be made on quarterly-basis on certification by the Employer for completion of maintenance activity as per approved DLP maintenance

schedule.

- ii. However, payment of all maintenance work completed in last quarter and remaining amount (under this head/section) based on previous quarter payments for last quarters of DLP period shall only be processed / paid once, the Performance Certificate is issued by Employer for works to tenderer/contractor.

2.9.7 Prices for installation/erection of items of plant and equipment shall be for the full payment for the installation/erection of plant and equipment in accordance with the drawings and specifications. Payment shall include for all costs incurred for transporting to location, off-loading and moving to point of installation/erection; provision of specified foundations; preparing for installation/erection and mounting on foundations; supply of left out items, aligning, fastenings and securing devices; adjusting as necessary, making good and clearing the location on completion, all to the approval of the Engineer. Payment will be made for each item of installed plant and equipment completed and accepted by the Engineer.

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.

2.9.9 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as per relevant clause of GCC.

2.9.10 DLP

The Scope of work of DLP shall be as per the DLP policy attached in Particular specification.

All type of consumable spare and DLP spare in the DLP period shall be supplied by contractor without any additional cost.

Payment will be released on quarterly basis after completion of every 03 months and the same to be certified by employer representative

Notwithstanding anything stated herein the employer's representative retains the right to withhold payments of any item due for payments, when the service to be performed is not performed or is not carried out to the satisfaction.

2.9.11 **Work Under Power Block (IR modification if any)**

In case a portion of work is carried out during power block, 100% extra rates will be paid over and above the accepted erection rate (i.e. without adding extra for manual erection) on certification by engineer.

This shall be paid only for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment's with joints equipment already energized or on energized equipment's which calls for a power block (shutoff of Traction Power).

The extra erection rates under this item will not be payable, if power block is given total duration of 4 hrs or more in a day. Where the prices under this item are applicable the contractor shall finalize the quantities of various items of work to be done under a power block jointly with the employer engineer prior to taking the work in-hand.

2.9.12 Spare, Tools and plants (A9, A12, B1(RSS spares), C3 and D4)

95% payment shall be paid against spares, tools, plants and equipment after successful delivery in good condition to the employer's site. The contractor shall submit the list of Spare, Tools and plants for engineer/ employer approval. All the testing procedures to supply of material shall be equally applicable to respective supply of spares.

Balance 5 % payment after commissioning of section shall be paid by the employer.

2.9.13 Comprehensive Annual Maintenance contract (CAMC) SCADA (D5)

The Scope of work of CAMC shall be as per the CAMC policy attached in Particular specification.

Payment will be released on quarterly basis after completion of every 03 months and the same to be certified by employer representative

Notwithstanding anything stated herein the employer's representative retains the right to withhold payments of any item due for payments, when the service to be performed is not performed or is not carried out to the satisfaction.

- a. DELETED
- b. DELETED.
- c. Payment will be made in RA bills as part payments duly certified by the Employer/Engineer for receipt of materials in good condition and correct quantity.
- d. Original invoice voucher to be verified by the Employer/Engineer 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.

2.9.14 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 Employer/Engineer.

2.10 Price Variation for Traction and Power Supply Works (Schedule `A' to Schedule `D')

2.10.1. This clause is applicable to Schedule-A to Schedule-D, whereas this clause is not applicable to Schedule-E (Provisional Sum).

- a) The rates as per the accepted Bill of Quantities / Pricing Document shall be applicable till the completion of the Works and will be varied only to the extent of permissible price variation under this clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price Variation formula, the rates in the accepted Bill of Quantities / Pricing Document shall be deemed to include amounts to cover the contingency of such rise or fall in costs.
- b) The price variation will be payable only on the Indian currency component (no adjustment for foreign currency component) of the contract price as per the following price variation formula
- c) **Period of work under consideration will mean as under:**
 - i) in the case of first "On- account Bill" the period from the month in which the tender was Awarded to the month of measurement of the first bill.
 - ii) In the case of second and subsequent "On-account" and Final bills, the period from the month of measurement for previous bill to the month of measurement of that bill.

Note:

- 1) Price variation clauses shall be applicable up to the relevant key dates (for schedule A to D). In case of any delay attributable to the contractor beyond key dates, no price variation will be applicable.
- 2) Responsibility of arranging the published indices desired by the Employer or the Engineer shall rest with the Contractor.
- d) Procedure in case of Delay in Availability of Final RBI Indices Where the final Price Indices are not available, while making payment towards on-account bills, payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final Indices figures become available. In case any particular index is discontinued during the contract period, then the alternate index issued by the government institution shall be adopted in agreement with the contractor. However, in case of dispute decision of the Employer shall be final.
- e) Price Variation for Extra Items Normally, no price variation clause shall be applicable to any extra item/new rates not originally included in the accepted Bill of Quantities and for which the rates are fixed separately under relevant clause of GCC. Adjustment on account of price variation.
- f) **Adjustment on account of price variation**
Adjustment on account of price variation may be positive (in which case an additional amount shall be paid to the Contractor), or negative (in which case the amount of price variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period between two successive dates of measurements for bills and paid

along with each bill or separately as claimed by the contractor. After verifying the bill, the engineer shall certify the adjustment amount and advise the same to the Employer along with the "on Account bill". Should any extra amount be due to contractor, the employer shall pay the same as far as possible within 28 days certification by the Engineer. Any amount due from the contractor on account of negative adjustment shall be recovered from his pending payments at the earliest.

g) Price Variation during Extended period of completion.

The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated date of completion of the work including the extended period of completion where such extension has been granted under Sub-Clause 8.4 & 8.5 of GC or it is specifically mentioned that extension is with price variation also. However, where extension has been granted under Sub-Clause 8.7 of GC, price adjustment will be due as follows:

- i) In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under relevant clause of GCC, the price adjustment for the period of extension under relevant clause of GCC will be limited to the amount payable as per indices applicable to a bill made on the last date of the original completion period or the extended period under relevant clause of GCC as the case may be.
- ii) In case the indices fall below the indices applicable to a bill made on the last date of original or extended period of completion, then the lower indices will be adopted for price Adjustment for the period of extension under relevant clause of GCC unless the extension has been granted due to contractor's fault.
- iii) The rates and price as per Pricing document shall be applicable till the completion of the Work and will be varied only to the extent of permissible price variation under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price variation.

Refer Annexure A to corrigendum for Price variation formula

- 1) The latest amendment of formulae given in the Annexure A will be applicable
- 2) Any variation formula for supply items not covered in the above Annexure, relevant IEEMA price variation formula with latest amendment will be applicable.

2.10.1.1 Period of work under consideration will mean as under;

- i. In the case of first "On- account Bill" the period from the month in which the tender was Awarded to the month of measurement of the first bill.
- ii. In the case of second and subsequent "On-account" and Final bills, the period from the month of measurement for previous bill to the month of measurement of that bill.

Note: Responsibility of arranging the published indices desired by the Employer or the Engineer shall rest with the Contractor.

Procedure in case of Delay in Availability of Final Indices Where the final Price Indices are not available, while making payment towards on-account bills, payment towards Price Variation will be

made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final Indices figures become available.

In case any particular index is discontinued during the contract period, then the alternate index issued by the government institution shall be adopted in agreement with the contractor. However, in case of dispute decision of the Employer shall be final.

2.10.1.2 Price Variation for Extra Items

Normally, no price variation clause shall be applicable to any extra item/new rates not originally included in the accepted Bill of Quantities and for which the rates are fixed separately under relevant clause of GCC. It shall, however be open to the Engineer to accept price variation clause in such cases where the rates are not based on actual and work is likely to continue for more than one year.

2.10.1.3 Adjustment on account of price variation

Adjustment on account of price variation may be positive (in which case an additional amount shall be paid to the Contractor), or negative (in which case the amount of price variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the contractor. After verifying the bill, the engineer shall certify the adjustment amount and advise the same to the Employer along with the "on Account bill". Should any extra amount be due to contractor, the employer shall pay the same as far as possible within 28 days certification by the Engineer. Any amount due from the contractor on account of negative adjustment shall be recovered from his pending payments at the earliest.

2.10.1.4 Price Variation during Extended period of completion.

The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated date of completion of the work including the extended period of completion where such extension has been granted under relevant clause of GCC or it is specifically mentioned that extension is with price variation also. However, where extension has been granted under relevant clause of GCC (Extension of time for delays due to contractor), price adjustment will be due as follows:

- i. In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under relevant clause of GCC, the price adjustment for the period of extension under relevant clause of GCC will be limited to the amount payable as per indices applicable to a bill made on the last date of the original completion period or the extended period under relevant clause of GCC as the case may be.
- ii. In case the indices fall below the indices applicable to a bill made on the last date of original or extended period of completion, then the lower indices will be adopted for price Adjustment for the period of extension under relevant clause of GCC unless the extension has been granted due to contractor's fault.

2.10.2. 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: – 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:

PRICE BID - SUMMARY OF BILL OF QUANTITIES				
SL No	SCHEDULE	DESCRIPTION	Total of Each Schedule	Total percentage Above (+) / below (-) / at par
POWER SUPPLY AND TRACTION				
1	A	OHE		
2	B	RSS and 220kV EHV Cabling		
3	C	ASS		
4	D	SCADA		
5	E	PROVISIONAL SUM	1,69,49,153.00	Fixed amount
Total				

APPORTIONMENT OF CONTRACT PRICE OF SCHEDULE - A, B, C & D:

Schedule	Description	Schedule	Percentage of Schedule – A, B, C, D
Schedule – A, B, C, D	Supply, Erection, Testing and Commissioning of Receiving Substation with incoming Cabling from Grid Substation including 25 kV-AC Traction cum 33kV Auxiliary Main Sub- Stations, 25kV Overhead Equipment (FOCS), Auxiliary Power Supply & Other Associated Works on Viaduct, At-Grade & Stations including Soladevanahalli Depot and SCADA System along with any modification in existing OHE/PSI if required along the alignment for complete Corridor 2 & Corridor 4 of BSTP.	1. General Items	1.0%
		2. Works as defined in Schedule – A, B, C, D	99%
Total			100%

1. SCHEDULE - 1: GENERAL ITEMS (1% of schedule A, B, C & D):

One percent (1.0%) of the total quoted BOQ amount of schedule A, B, C & D is earmarked for general items as detailed below. The contractor must fulfil all the below obligations failing which the recovery/withheld shall be carried out on pro-rata basis from the quoted amount in each IPCs.

SCHEDULE OF PAYMENT FOR GENERAL ITEMS:

S. No.	Description of Stage	Payable Unit	Percentage Breakup
1.1	Provision of the Employer IT requirements of (online Project Management Information System, Document Management System, Enterprise work program platform, BIM modelling, Primavera P6 (latest version, etc.)	Lump Sum	15%
1.2	Engineer approval of Health and Safety Manual	Lump Sum	1.00%
1.3	Engineer approval of Quality Manual (also including Quality Plan)	Lump Sum	1.00%
1.4	Engineer approval of Interface Management Plan, Interface Matrix, Control Sheets and Audits	Lump Sum	3.00%
1.5	Engineer approval of Traffic Diversion Management Plan & implementation during execution of cable laying and other work execution.	Lump Sum	1.00%
1.6	Engineer approval of Detained Works Programme, Baseline Construction Programme, Manufacture, Installation and Construction Methods, Monthly Payment Curves, Three Months Rolling Programme and Monthly Progress Reports.	Lump Sum	8.00%
1.7	Submission of quarterly audit report of Quality, Health, Safety and Environment with confirmation of the actions taken on noncompliance Note: To be paid quarterly on pro-rata basis for submission of quarterly audit report	Lump Sum	8.00%
1.8	General Items – ESHS Cost Schedule	Lump Sum	15.00%
1.8.1	ESHS-1: Resources allocated to ESHS management	Lump Sum	4%
1.8.2	ESHS-2: Drafting and updating the ESHS documentation, reporting, inspections	Lump Sum	2%
1.8.3	ESHS-3: Implementation of the Health and Safety Plan: Meetings, health care center, medical check-ups, emergencies and evacuations, safety protective equipment, hygiene	Lump Sum	2%
1.8.4	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: - Accommodation - Meals - Transport	Lump Sum	2%
1.8.5	ESHS-5: Training and local recruitment management costs	Lump Sum	1%
1.8.6	ESHS-6: Protection of adjacent areas, biodiversity, prevention of erosion and wastewater management	Lump Sum	1%
1.8.7	ESHS-7: Traffic, noise and atmospheric emissions management, land take	Lump Sum	1%
1.8.8	ESHS-8: Waste and hazardous products management	Lump Sum	1%
1.8.9	ESHS-9: Vegetation clearing and site rehabilitation	Lump Sum	1%
	Notes for Sl.No. 1.8: The payment shall be made as above commencing 3 months after the Commencement Date.		

S. No.	Description of Stage	Payable Unit	Percentage Breakup
	90% of the apportioned payment as per the item of works mentioned from sl.no. 1.8.1 to 1.8.9 shall be spread pro-rata commencing 3 months after the Commencement Date to the Completion Date. - The remaining 10% payment shall be released on completion of all works through the Defects Notification Period. - Any shortfall of deployment of Health, Safety and Environment personnel from the numbers indicated in the Health and Safety Manual and Environmental Manual will attract a penalty at the rate of 3 times the pro-rate shortfall. For example, if the Health and Safety Manual require 17 staff and the deployment is 16 staff for a particular month, then $(3 \times 1/17 =)$ 17.65% of the payment due for that month will be permanently deducted. Likewise, shortage of 2 staff will result in 35.3% lesser payment and so on.		
1.9	Repair of roads, service roads, footpaths, the construction and maintenance of temporary diversions as required for traffic management during construction period to keep them in traffic worthy condition. This shall include the original reinstatement of roadway as approved by the Engineer.	Lump Sum	13.00%
1.10	Submission of utility identification and proposed diversion report with Engineer approval and submission of the report to utility owning agency. (pro-rata basis for both charted and uncharted utilities)	Lump Sum	3.00%
1.11	Drone Survey/Video Submissions: Visual inspection/precise data acquisition at various locations of Corridor-2 using unmanned aerial vehicle i.e Drone of required capacity and peripherals for the structures & other components. This will include high resolution images at multiple locations taken at various angles for visual defects from all visible directions/sides of girders, parapets, railings, bridge bearings, bearing pedestals, pier cap and pier up to ground/river level and any other components of bridge. This work includes as follows: - Two trained Drone pilots - Drone with 4K camera resolution and focus lens as per site requirements. - Soft copy of final deliverables of camera image and 4K video taken from Drone will be presented for approval. - The inspection report will be submitted in a hard drive with details in editable form and hard copy will be submitted in colour printed report of the work (on monthly basis).	Lump Sum	10.00%
1.12	Design, Construction and maintenance of Project / Site Office for Engineer and Employer. Design, build and maintaining project & site offices fully furnished for the use of Engineer/Employer as per the layout drawing, specifications, Employer Requirement & Scope of work. Note: (i) The site offices and project office shall be maintained up to end of final taking over certificate or DLP whichever is later. (ii) After the establishment of project office and site office 50% of the billed amount is payable and balance 50% on pro-rata basis in proportion to contract price in IPCs. (iii) In case Project office is provided on hire or lease basis the payment will be made on pro-rata basis in proportion to contract price in IPCs.	Lump Sum	22.00%

Schedule of Payments for General Items

- The percentages stipulated in the above Schedule of Payments for general items, 1.0 % of the total quoted amount of schedule A, B, C & D shall be sub-divided as above upon award of the Contract with recommendation of Engineer and approval by the Employer, and his decision in this regard shall be final and binding.

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|----|---|
| 2. | The Contractor will submit a pricing schedule and quantity breakup for the work as per the details finalized by them for the components listed in the schedule above before submission of 1st IPC, with recommendation of Engineer and approval by the Employer. Unit payment of the items shall be governed by the pricing schedule and quantity breakup within the total % payment specified against that item. |
| 3. | Further bifurcation / redistribution / minute distribution of price schedule, if need be, within the overall % age or amongst sub works will be the right of Engineer/Employer. The decision of Employer is final in this regard and the same is binding on the contractor. |

Signature of the Tenderer

Annexure -2, (Tax Estimate), DETAILS OF TAXES/DUTIES/LEVIES, ETC.

SN	Taxes/ duties on imported component									GST (Goods and Services Tax) on in land works/ local goods										Total (C) Amount of Taxes and Duties in INR (A+ B)	
	Customs Duty			IGST			Any other Tax			Total Amount (A) (1)+(2)+(3) =A	SGST			CGST			Any other Tax				Total Amount (B) (4)+(5)+(6) =B
	(1)			(2)			(3)				(4)			(5)			(6)				
	Amoun t on which tax/ duty levied	Rate (%)	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amoun t (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)		Amount on which tax/ duty levied	Rate (%)	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)		
Total																					

Note 1: Contractor at any point of time shall be bound to share the details pertaining to the Input Tax Credit availed or to be availed along with the supporting documents.

Note 2: In the Tax Schedule Contractor shall require to furnish component wise tax details.

Note 3: GST, Custom duties will be reimbursed at prevailing rate against the submission of valid challan supported by the calculation of Input Tax Credit availed along with the CA Certificate.

Note 4: GST TDS, TDS labour cess etc. will be deducted from the invoice considering the prevailing rates.

Note 5: It shall be sole responsibility of Contractor to pass all the accrue or to be accrued Input tax credit to Bi-RIDE as per Section 171 of CGST Act.

Note 6: The amount mentioned against total (A) shall be ceiling amount for reimbursement of taxes, duties etc. on "Imported component" for the percentage inserted/ mentioned in column (1), (2) & (3) applicable under law on the date of submission of tender (in case of any ambiguity later will prevail). No reimbursement will be made if total amount claimed (as on final bill of contract) exceeds the total (A) amount mentioned herein, even if, the contractor has paid the same to tax authority. However, if there is change in percentage of taxes / duties, the same will be adjusted in accordance with GC, Cl. 13.7, for this applicable scope of work / amount and duration.

Note 7: The amount mentioned against total (B) shall be ceiling amount for reimbursement of taxes, duties etc. on "in land works/ local goods" for the percentage inserted/ mentioned in column (4), (5) & (6) applicable under law on the date of submission of tender (in case of any ambiguity later will prevail). No reimbursement will be made if total amount claimed (as on final bill of contract) exceeds the total (B) amount mentioned herein, even if, the contractor has paid the same to tax authority. However, if there is change in percentage of taxes/ duties, the same will be adjusted in accordance with GC, Cl. 13.7, for this applicable scope of work/ amount and duration.

Annexure -3, PRICING OF UNQUALIFIED WITHDRAWAL OF CONDITIONS, QUALIFICATIONS, DEVIATIONS ETC. SUBMITTED IN FORM FB-9 ('A', 'B' and 'C')

(THIS DOCUMENT IS TO BE COMPLETED BY THE BIDDER)

Item	Condition, Qualification, Deviation etc. (As Mentioned in Appendix FB-9 ONLY)	Key date affected by each condition, qualification, deviation etc.	Increase or decrease for unqualified withdrawal of each condition, qualification, deviation etc.
			Indian Rupees
(A)	(B)	(C)	(D)

Note:

1. In this Annexure, the Tenderer shall indicate every key date that will be affected by each remark, comment, condition, qualifications or deviation, etc. that has been specified in Form FB-9 ('A', 'B' and 'C') and prices for unqualified withdrawal of which has been quoted in this Annexure- 3
2. In case price for unqualified withdrawal of any remark, comment, condition, qualification or deviation etc. indicated in Appendix FB-9 ('A', 'B' and 'C') is not quoted in Annexure 3, it shall be considered that the remark, comment, condition, qualification or deviation is unconditionally withdrawn without any financial implication. However, Employer at its sole discretion and option may assess the financial implication of the said remark, comment, condition, qualification or deviation etc. based on best engineering principles and concepts, which shall be binding on the tenderer, and the same may be considered by Employer for financial evaluation.
3. It is certified that 'Annexure - 3" annexed in Technical Bid (second envelope) is a "TRUE COPY" (with prices blanked off) of the said "Annexure - 3" in the Price Bid (third envelope)."

SIGNATURE OF BIDDER

Qualification Forms

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 Numbers:	<i>Insert Street/Number/Town Or City/Country</i>
Email Address	<i>Insert Telephone/Fax Numbers, including Country and City Codes</i> <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>
---	--

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**

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>
T2/2	Country of Constitution of the JV Lead Firm	<i>Indicate Country of Constitution</i>
T2/3	Year of Constitution of the JV Lead Firm	<i>Indicate Year of Constitution</i>
T2/4	Legal Address of the JV Lead Firm in the Country of Constitution	<i>Insert Street/Number/Town or City/Country</i>
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>
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>

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

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>
T3/2	Legal Name of the JV Partner Firm	<i>Insert Full Name</i>
T3/3	Country of Constitution of the JV Partner Firm	<i>Indicate Country of Constitution</i>
T3/4	Year of Constitution of the JV Partner Firm	<i>Indicate Year of Constitution</i>
T3/5	Legal Address of the JV Partner Firm in the Country of Constitution	<i>Insert Street/Number/Town or City/Country</i>
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>
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>

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: *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 *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.

Name of the Specialised Subcontractor *Insert the name of the Specialised Subcontractor*

Name of the person duly authorized to
sign on behalf of the Specialised
Subcontractor

Insert the name of the person signing the Bid

Legal capacity of the person duly
authorized to sign on behalf of the
Specialised Subcontractor

Insert the legal capacity of the person signing

Signature

Date of Signing

dd of MMMM, YYYY

Form ELI 1.5

Undertaking from Nominated / Identified Sub-Contractor

(On the Letterhead of Nominated/Identified sub-contractor)

I/We, (Legal Name of
..... Nominated/Identified Subcontractor)

hereby confirm that we are associating with (Legal name of the bidder) for the
work of

... (Name of work as stated in Invitation for Bids {IFB}), for the key activity stated in Section –
III (QEC) clause no. 4.2 (b) (v) (if applicable).

I/We hereby undertake that in case M/s (Legal name of the bidder) are awarded the work of ...
..... (Name of work as stated in Invitation for Bids {IFB}), the
key activity stated in Section – III (QEC) clause no. 4.2 (b) (v) shall be undertaken by us as per bid conditions (if applicable).

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF NOMINATED/IDENTIFIED SUBCONTRACTOR

STAMP & SIGNATURE OF AUTHORISED SIGNATORY OF BIDDER

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			
☐ 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 ☐ 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			
☐ No pending litigation in accordance with Section III, Qualification and Evaluation Criteria, cl. 1.2, item 2.3 ☐ 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)
[Insert Year]	[Insert Amount]	Contract Identification: [Indicate complete Contract Name/Number, and any other Identification] Name of Employer: [Insert Full Name] Address of Employer: [Insert Street/City/Country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[Insert Amount]

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.

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> <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>

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]

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 *Insert the legal name of the Bidder here*

Legal Names of all Joint Venture Members *Please select:*
Insert the legal names of all JV Member here
or
Not applicable.

Date: *Insert the date*

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.	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.

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 x (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))		

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> <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>

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

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> <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>

Similar Contract No. [insert number] 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 ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
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 ☐	Member in JV ☐	Management Contractor ☐
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>		

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

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	The certificate is ISO 9001: ☐ Yes ☐ No 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.

Certification - Environmental Management

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> or <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>

Description	Information
Identification of the Certificate	<u>[insert full name of the certificate]</u>
First Award Date	<u>[insert day, month, year of first certificate award]</u>
Last Update of the Certificate	<u>[insert day, month, year of latest renewal, if any]</u>
Issuer's Name	<u>[insert full name]</u>
Issuer's Address	<u>[insert street / number / town or city / country]</u>
Issuer's Telephone/Fax Number	<u>[insert phone/fax no., incl. country & city area codes]</u>
Issuer's Email Address	<u>[insert email address, if available]</u>
Compliance with International Standards	The certificate is ISO 14001: ☐ Yes ☐ No 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.

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> <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>

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	The certificate is OHSAS 18001 or ISO 45001: ☐ Yes ☐ No 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.

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 [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 ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
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>			
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>			

ESHS Contract No. <i>[Insert number]</i> of <i>[insert number of S&E contracts required as per Section III, 5.]</i>	Information
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>

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> 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
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> a) <i>how awareness, know how transfer and enforcement is implemented to external partners</i> b) <i>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>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

	The Applicant shall demonstrate:	Information and Documentation	ESHS
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 Insert the legal name of the Bidder here

Joint Venture Member Name Please select:
Insert the legal name of the JV Member here
or
Not applicable.

Date: Insert the date

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

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

	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> 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
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: ☐ Freedom of Association ☐ Elimination of Forced Labour ☐ Non-Discrimination ☐ Abolishment of Child Labour ☐ 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.

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 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

Legal capacity of the person duly
authorized to sign the Bid on behalf of
the Bidder

Insert the legal capacity of the person signing the Bid

Signature

Date of Signing

dd of MMMM, YYYY

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, Qualification and Evaluation 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 ☐ Owned ☐ Rented ☐ Leased ☐ 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.

Proforma for Submitting No Load Iron Losses and Full Load Copper Losses Figures

Sr. No.	Transformer	Qty.	No-Load Iron Losses (kW) / Transformer	Full Load Copper Losses (kW) / Transformer
1.	Traction Transformer of 2-phase 220/132/66 kV primary voltage and 1-phase, 27.5 kV secondary voltages	08		
2.	Auxiliary Main Transformer of 3-phase 220/132/66 kV Primary Voltage and 3-phase, 33 kV Secondary Voltage	08		
3.	200 kVA, 33 kV / 415 V, Auxiliary Station Transformer	08		
4.	500 kVA, 33 kV / 415 V Dry Type distribution transformer	56		
5.	630 kVA, 33 kV / 415 V Dry Type distribution transformer	07		
6.	2500 kVA, 33 kV / 415 V Dry Type distribution transformer	02		

* Transformer Losses mentioned above should be considered for maximum rating for each category.

Note:

The transformers shall be designed for minimum losses.

$$PW = K \times 365 \times 24 \times C (Wir + b^2 Wcu) / 1000$$

Where:

- **PW** is the present worth (in INR) of annual capitalized cost of losses at 8% rate of interest per annum over 25 years
- **K** is the present worth factor (@8% interest per annum for 25 years) = $\{(1+0.08)^{25} - 1\} / \{0.08 \times (1+0.08)^{25}\} = 10.675$
- **C** is the cost of the kWh (in Indian Rupees) = **INR 6.60**
- **Wir** is the iron losses in Watts at normal voltage and main tapping
- **Wcu** is the full load copper losses in Watts at normal voltage and main tapping at 95°C
- **b** is the load factor of transformer = 50 %

Thus:

$$PW = 10.675 \times 365 \times 24 \times 6.60 (Wir + b^2 Wcu) / 1000$$

$$PW = 617.18 (Wir + 0.25 Wcu)$$

In case the transformer losses during tests are found greater than the values guaranteed in the offer, a consolidated penalty shall be paid by the contractor, according to the following formula

$$617.18 [d Wir + (0.25 \times d Wcu)]$$

Where:

d Wir and **d Wcu** are the differences between the test values of iron losses at full voltage and copper losses at full load on one transformer at main tapping and the values guaranteed in the offer.

This is to certify that, losses guaranteed for Transformers mentioned above are lower than the losses mentioned in the respective GTP of Section VII, Vol-II, Chapter 13B: 220kV Receiving substations and Chapter 11B: Auxiliary Substations

Signature of the Tenderer

MEMORANDUM OF UNDERSTANDING (MOU) FOR CONSORTIUM PARTNERSHIP BETWEEN

M/s having its registered office at
(hereinafter referred to as '.....') acting as the Lead Partner of the first part

AND

M/s having its registered office at
(hereinafter referred to as '.....') in the capacity of a Joint Partner of the other part

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as " the Parties" and individually as "the Party"

WHEREAS:

Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE) [hereinafter referred to as "Employer"] has invited bids for "Supply, Erection, Testing and Commissioning of Receiving Substation with incoming Cabling from Grid Substation including 25 kV-AC Traction cum 33kV Auxiliary Main Sub- Stations, 25kV Overhead Equipment (FOCS), Auxiliary Power Supply & Other Associated Works on Viaduct, At Grade & Stations including Soladevanahalli Depot and SCADA System for complete Corridor 2 & Corridor 4 of BSTP and includes any modification in existing OHE/PSI if required along the alignment of C2 and C4".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this AGREEMENT.
 - i) Notice for Bid, and
 - ii) Bidding document
 - iii) Any Addendum/Corrigendum issued by Bangalore Integrated Rail Infrastructure Development Enterprise (Bi-RIDE)
 - iv) The bid submitted on our behalf jointly by the Lead Partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly in the name of Consortium of and
3. M/s shall be the lead member of the Consortium for all intents and purpose and shall represent the Consortium in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, shall not submit any such proposals, clarifications or

commitments before securing the written clearance of other partner which shall be expeditiously given by M/s

The lead member shall have the authority to conduct all business for and on behalf of any and all the members of the Consortium during the Tendering process and in the event the Consortium is awarded the Contract, during Contract execution. The leader shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all members of the Consortium.

4. The 'Parties' have resolved that the distribution responsibilities between the Consortium partners is as below:

Percentage of Participation:

Consortium Member	Approximate Percentage of Participation
M/s	
M/s	
Total	100%

Consortium Partner	Major Scope of Work
.....	
.....	

The beneficial ownership' List of Board of Directors and Organizational chart for M/sand M/s is annexed hereto in Annexure.

5. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their Consortium.

6. INVOICING AND PAYMENT

Each Party shall invoice the Customer directly for their own scope to the extent permitted by the Contract and shall send copies of the invoices to the Consortium Leader.

All payments shall be effected directly from the customer to the invoicing party.

7. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this AGREEMENT on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.

8. EXECUTIVE AUTHORITY

The said Consortium through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

9. GUARANTEES AND BONDS

Bid Security: M/s. shall provide the complete value of bid bond as required under the Contract. M/s. shall allocate a credit line to the issuer bank (of M/s.) for value equal to % of the bid bond value.

Where the Parties are required to provide other security (e.g., Advance payment Bonds, Performance Bonds, Retention Payment Bond, Safe Custody Bank Guarantee) in connection with the Offer or the performance of the Contract, one of the following two options shall be agreed when the Consortium's bid is declared as successful.

- A) Consortium Leader shall submit the security to the Customer for the full value as needed Consortium Partner's bank shall provide a counter guarantee or allocate a credit line to the issuer bank (of M/s.) to the Consortium Leaders's bank for their scope of work.
- B) Each Consortium member shall submit the security directly to the customer for their proportionate values.

The Parties shall bear the costs of security according to the Proportionate Values.

10. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

11. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Consortium.

- 12. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

13. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

14. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The seat of the arbitration shall be Bangalore. The language to be used in the arbitration proceeding shall be English. Each Party to the arbitration shall be amenable to the jurisdiction of courts within the jurisdiction of which the seat of arbitration is situated for the purposes of compelling compliance with the above arbitration provisions and for the enforcement of arbitration award made by the Arbitral Tribunal at the time of resolution of disputes referred. The Parties to the arbitration shall be governed by the applicable laws of India. The cost of the arbitration shall be shared in equal proportion by the parties.

15. VALIDITY

This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity of a further period.

- a. The bid submitted by the Consortium is declared unsuccessful, or
- b. Cancellation / shelving of the Project by the Employer for any reasons prior to award of the work.
- c. Execution of detailed Consortium agreement by the parties, setting out the detailed terms after award of work by the Employer.

16. This MOU is drawn in 3 number of copies with equal strength and status. One Copy is held by M/s, One Copy by M/s and a copy submitted with the bid.

17. This MOU shall be construed under the laws of India.

18. NOTICES BETWEEN CONSORTIUM PARTNERS

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

LEAD PARTNER

.....

OTHER PARTNER

.....

.....

.....

IN WITNESS WHEREOF THE PARTIES, have executed this AGREEMENT the day, month and year first before written.

M/s.

M/s.

(Name)
(Designation)

(Name)
(Designation)

M/s.

M/s.

(Name)
(Designation)

(Name)
(Designation)

Attested:

.....
(Signature)
(Notary Public)

Place:

Date:

WITNESS

Name:
Address:

Name:
Address:

Attested:

.....
(Signature)
(Notary Public)

Place:

Date: