

## Section 4: Bidding Forms

This section contains the forms to be completed by the Bidder and submitted as part of its Bid.

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## Letter of Technical Bid

**-- Note --**

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

Date: .....

OCB No.: .....

Invitation for Bid No.: .....

To: *[insert complete name of the Employer]*

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 acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to design, manufacture, test, deliver, install, pre-commission, and commission in conformity with the Bidding Document the following Plant and Services: *[insert narrative]*
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of *[insert bid validity period as specified in ITB 20.1 of the BDS]* days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our firm, including any Subcontractors or Manufacturers for any part of the Contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2.
- (f) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: \_\_\_\_\_
- (ii) Details about the conflict of interest: \_\_\_\_\_

- (g) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (h) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is

subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.<sup>1</sup>

- (i) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

(i) Name of the multilateral development bank: \_\_\_\_\_

(ii) Reason for the ongoing investigation / allegations: \_\_\_\_\_

- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

(i) Name of Institution: \_\_\_\_\_

(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: \_\_\_\_\_

(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: \_\_\_\_\_

- (k) Our firm, Joint Venture partners, associates, parent company affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers Suppliers, key officers directors and key personnel have never been *charged or convicted* with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

<sup>1</sup> These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check [www.adb.org/integrity](http://www.adb.org/integrity) for updates.

(i) Nature of the offense/violation, proceedings, investigation, and/or monitorship or enforcement actions: \_\_\_\_\_

(ii) Court, area of jurisdiction and/or the enforcement agency: \_\_\_\_\_

(iii) Resolution [*i.e. dismissed, settled, or convicted; duration of penalty*]: \_\_\_\_\_

(iv) Other relevant details [*please specify*]: \_\_\_\_\_

- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer, please state the details:

(i) Nature of the restriction: \_\_\_\_\_

(ii) Jurisdiction of the restriction: \_\_\_\_\_

(iii) Other relevant details: \_\_\_\_\_

- (m) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer's country and/or are not prohibited to receive payments for particular goods or services by the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.<sup>2</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (o) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m) and (n) of this Letter of Technical Bid.
- (p) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>3</sup>
- (q) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (r) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service

<sup>2</sup> If none has been paid or is to be paid, indicate "None".

<sup>3</sup> Use one of the two options as appropriate.

providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our sites, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

- (s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (t) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (u) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (v) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

# Country of Origin Declaration Form

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item	Description	Country of Origin

## Letter of Price Bid

### -- Note --

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

Date: .....

OCB No.: .....

Invitation for Bid No.: .....

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to design, manufacture, test, deliver, install, pre-commission, and commission in conformity with the Bidding Document the following Plant and Services: *[insert narrative]*
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is the sum of

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the Grand Summary (Schedule No. 5) should be entered by the Bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

- (e) The discounts offered and the methodology for their application are as follows: *[insert discounts and methodology for their application if any]*
- (f) Our Bid shall be valid for a period of *[insert bid validity period as specified in ITB 20.1 of the BDS]* days starts from the date fixed for the submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.



- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our sites, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after the completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

# Price Schedules

## PREAMBLE

### General

1. The Price Schedules are divided into separate Schedules as follows:  
 Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad  
 Schedule No. 2: Plant and Mandatory Spare Parts Supplied from within the Employer's Country  
 Schedule No. 3: Design Services  
 Schedule No. 4: Installation and Other Services  
 Schedule No. 5: Grand Summary  
 Schedule No. 6: Recommended Spare Parts
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

### Pricing

4. The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any alterations necessary due to errors, etc., shall be initialed by the Bidder.  
 As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.  
 For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.  
 Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.
6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

## Schedules of Rates and Prices

### Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad

Item	Description	Country of Origin	Quantity	Unit Price <sup>a</sup>		Total Price <sup>a</sup>	Taxes and Duties
				Foreign Currency	CIP	Foreign Currency	Local Currency
1	2	3	4	5	6	7 = 4 x 6	8
<b>1</b>	<b>Substation equipment, accessories and spares in accordance with the specifications in Annex I</b>						
1.1	Switchgear						
	<i>Bay</i>		16				
	<i>Busbar</i>		2				
	<i>Withdrawal circuit breaker</i>		14				
	<i>Disconnect switch</i>		16				
	<i>Withdrawal circuit fuse</i>		2				
	<i>Integral earthing switches</i>		16				
1.2	DC protection, control and auxiliary power in accordance with Annex VI						
	<i>Battery 110V, 100Ah, 12 hours capacity</i>		1				
	<i>Battery charger</i>		1				
1.3	Protection and control system						
	<i>Protection relay</i>		16				
	<i>Protection CTs</i>		14				
	<i>Protection PTs</i>		2				
1.4	AC System in accordance with Annex VI						

	<del>Auxiliary services transformer</del>		-				
	Black start generator		1				
	LV AC distribution board		1				
1..5	DC system in accordance with Annex VI						
	220 VDC distribution board		1				
<b>2</b>	<b>Battery Energy Storage System (BESS), accessories and spares in accordance with Annex II</b>						
2.1	Li-Ion Batteries,		1				
2.2	Power conversion system (PCS)		1				
2.3	Step-up Transformer		1				
2.4	Cooling system		1				
2.5	Switchgear and fusing		1				
2.6	Battery management system (BMS)		1				
2.7	Main control system		1				
<b>3</b>	<b>20 MVA step-up / isolation transformers with necessary accessories and spares in accordance with Annex III</b>		2				
TOTAL Column 7 to be carried forward to Schedule No. 5: Grand Summary							

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> *Specify currencies in accordance with ITB 19.1 of the BDS. Create additional columns for foreign currencies if so required.*

**Schedule No. 2: Plant and Mandatory Spare Parts Supplied from Within the Employer's Country**

Item	Description	Quantity	Unit Price <sup>a</sup>		Total EXW Price <sup>a</sup>	Sales and other Taxes
			Local Currency	EXW Price <sup>b</sup>		
1	2	3	4	5	6 = 3 x 5	7
4	3-phase 13.8 kV middle voltage (MV) cable in accordance with Annex VII	1000 m				
5	3-phase 480 V low voltage (LV) cable in accordance with Annex VII	450 m				
TOTAL Column 6 to be carried forward to Schedule No. 5: Grand Summary						

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 19.1 of the BDS.

- <sup>b</sup> *Column 5 EXW Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.*

**Schedule No. 3: Design Services**

Item	Description	Quantity	Unit Price <sup>a</sup>		Total Price <sup>a</sup>	
			Local Currency Portion	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
1	Site survey of MEC power plant including location of new switching station for data collection and other necessary information					
2	Design, engineering and procurement of switching sub-station building including layout, ventilation, air-conditioning and fire detection as per the requirements of Annex I					
3	Design, engineering and procurement of switching sub-station switchgear, feeder protection system, MV and LV systems and cable routing etc. as per requirements of Annex I, VI, VII					
4	Design, engineering and procurement of BESS system as per requirements of Annex II					
5	Design, engineering and procurement of step-up /isolation transformers as per requirements of Annex III					
6	Design, engineering and procurement of 13.8 kV MV & LV Cable as per requirements of Annex VII					
<b>TOTAL Columns 6 and 7 to be carried forward to Schedule No. 5: Grand Summary</b>						

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_



<sup>a</sup> *Specify currency in accordance with ITB 19.1 of the BDS.*

**Schedule No. 4 - Installation and Other Services**

Item	Description	Quantity	Unit Price <sup>a</sup>		Total Price <sup>a</sup>	
			Local Currency Portion	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
1	Construction of new switching/sub-station building per requirements set in Annex I					
2	Installation and commissioning of switching station switchgear, DC and AC systems, protection and control systems as per Annex I, V, VI					
3	Services related to switchover of operations from old sub-station to new switching station as per Annex I					
4	Installation and commissioning of BESS system as per Annex II					
5	Installation and commissioning of isolation transformers as per Annex III					
6	Installation and commissioning of 13.8 kV MV & LV Cable as per Annex VII					
7	FAT and SAT for sub-station switchgear, BESS and isolation transformer					
8	Training and capacity building of MEC staff during installation, commissioning and handover					
9	Project management					

**TOTAL Columns 6 and 7 to be carried forward to Schedule No. 5: Grand Summary**

--	--

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> *Specify currency in accordance with ITB 19.1 of the BDS.*

<sup>b</sup> *As described in SCC 22.2.7.*

**Schedule No. 5: Grand Summary**

Schedule No.	Title	Total Price <sup>a</sup>	
		Foreign	Local
1	Plant and Mandatory Spare Parts Supplied from Abroad <sup>b</sup>		
2	Plant and Mandatory Spare Parts Supplied from Within the Employer's Country <sup>b</sup>		
3	Design Services		
4	Installation and Other Services		
<b>Grand Total to be carried forward to Letter of Price Bid</b>			

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 19.1 of the BDS. Create additional columns for foreign currencies if so required.

<sup>b</sup> Taxes and/or duties from Schedules 1 and 2 may be added to the contract price in accordance with GCC 14 (Taxes and Duties) but excluded from bid evaluation in accordance with ITB 39.2.

**Schedule No. 6: Recommended Spare Parts**

Item	Description	Quantity	Unit Price <sup>a</sup>		Total Price <sup>a</sup>	
			EXW Local Parts Local Currency	CIP Imported Parts Foreign Currency	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
TOTAL						

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 19.1 of the BDS.

## Tables of Adjustment Data

**Table A - Local Currency**

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	---	---	---	a: <u>0.15</u> b: _____ c: _____ d: _____ e: _____
<b>Total</b>					<b>1.00</b>

↓

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**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

*[Insert name of currency. If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]*

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	---	---	---		a: <u>0.15</u> b: _____ c: _____ d: _____ e: _____
<b>Total</b>						<b>1.00</b>

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**Note -**

*The base date shall be the date 28 days prior to the deadline for submission of the bid.*

*Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 18.6.*

# Bid Security

## Bank Guarantee

[Bank's name, and address of issuing branch or office]<sup>4</sup>

**Beneficiary:** ..... [Name and address of the Employer].....

**Date:** .....

**Bid Security No.:** .....

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letters of Technical and Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758.<sup>5</sup>

[Authorized signature(s) and bank's seal (where appropriate)]

<sup>4</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

<sup>5</sup> Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

## Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years as indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letters of Technical and Price Bid; or
- (b) do not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract; if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal *(where appropriate)*



# **Technical Proposal**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Environmental, Health and Safety Management Plan**

**Environmental, Health and Safety Code of Conduct**

**Plant**

**Personnel**

**Equipment**

**Proposed Subcontractors for Major Items of Plant and Services**

**Manufacturer's Authorization**

**Affiliate Company Guarantee**

**Time Schedule**

**Functional Guarantee of the Proposed Facilities**

## Site Organization

## Method Statement

## **Mobilization Schedule**

The Mobilization Schedule should reflect the no-objection request and approval step for Site Specific Environmental, Health and Safety Management Plan as per Contract Conditions.

## **Construction Schedule**

The construction schedule shall include the following key milestones:

### **Environmental, Health and Safety Management Plan (EHSMP)**

The Bidder shall submit an outline Environmental, Health and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks including those as may be more fully described in Section 6 (Employer's Requirements).

## Environmental, Health and Safety Code of Conduct

### Environmental, Health and Safety Code of Conduct for Contractor's Personnel Form

#### **Note to Bidder**

*The minimum content of the EHS Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.*

*The Bidder shall initial and submit the EHS Code of Conduct form as part of its bid.*

### ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health and safety risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health and safety risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done by call [ ] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

### **CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT**

Any violation of this EHS Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

### **FOR CONTRACTOR'S PERSONNEL:**

I have received a copy of this EHS Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this EHS Code of Conduct, I can contact [enter name of Contractor's contact person(s) with relevant experience]] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Plant



## Personnel

### Form PER – 1: Proposed Personnel

Bidders should provide the details of proposed personnel and their experience record in the relevant Information Forms below for each of the candidate.

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

**-- Note --**

*All titles of positions will be as listed in Section 6 (Employer's Requirements).*

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Use one form for each position.

<b>Position</b>		
<b>Personnel information</b>	<b>Full Legal Name</b>	<b>Date of Birth</b>
	<b>Known as</b>	<b>Place of Birth</b>
	<b>Nationality</b>	<b>Citizenship</b>
	<b>Type of government ID</b>	<b>ID number</b>
	<b>Attach a copy of ID to this form</b>	
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager/personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

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

<b>From</b>	<b>To</b>	<b>Company/Project/Position/Relevant Technical and Management Experience</b>

## Equipment

### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

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

### **Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services**

The following Subcontractors and/or Manufacturers are proposed for carrying out the item of the facilities indicated based on Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria). Bidders are free to propose more than one for each item.

<b>Major Items of Plant and Services</b>	<b>Proposed Subcontractors or Manufacturers</b>	<b>Nationality</b>

## Manufacturer's Authorization

Date: *[insert date (as day, month and year) of bid submission]*

OCB No.: *[insert number of bidding process]*

To: *[insert complete name of the Employer]*

### WHEREAS

We *[insert complete name of the manufacturer or manufacturer's authorized agent]*, who are official manufacturers or agent authorized by the Manufacturer of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

### **-- Note --**

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the BDS.*

## Affiliate Company Guarantee

Name of Contract/Contract No.: \_\_\_\_\_

Name and address of Employer: \_\_\_\_\_

\_\_\_\_\_

*[together with successors and assigns].*

We have been informed that *[name of Contractor]* (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we *[name of affiliated company]* irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the *[Rules or Arbitration provided in the Contract]*. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: ..... <div style="text-align: right;"><i>[signature]</i></div> <div style="text-align: right;">.....</div> <div style="text-align: right;"><i>[name]</i></div> <div style="text-align: right;"><i>[position in parent/subsidiary company]</i></div>	Signed by: ..... <div style="text-align: right;"><i>[signature]</i></div> <div style="text-align: right;">.....</div> <div style="text-align: right;"><i>[name]</i></div> <div style="text-align: right;"><i>[position in parent/subsidiary company]</i></div>
--	--

Date: .....

### **-- Note --**

*If permitted in accordance with ITB 35.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Employer in determining its qualifications.*

## **Time Schedule**

To be used by Bidder when alternative Time for Completion is invited in ITB 13.2.

## Functional Guarantee of the Proposed Facilities

### Form FUNC

The Bidder shall copy on the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in EQC 1.3.4 of Section 3, Evaluation and Qualification Criteria, and on the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

<b>Functional Guarantee <i>[as required by the Employer in Section 3]</i></b>	<b>Functional Guarantee Value Offered by the Bidder</b>
1.	
2.	
3.	
...	



## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>			
		<b>Information of the Bidder</b>	<b>If the Bidder is a subsidiary or branch, information of any parent company/companies</b>
<b>Names</b>	<b>Full legal name(s)</b>		
	<b>Full trading name(s) (if any)</b>		
<b>Addresses</b>	<b>Registered address(es)</b>		
	<b>Trading address(es)</b>		
	<b>Postal address(es) (if different from trading address)</b>		
<b>Type of organization</b>			
<b>Country of constitution/incorporation/registration</b>			
<b>Year of constitution/incorporation/registration</b>			
<b>Corporate or registration number</b>			
<b>In case of a Joint Venture, legal name of each partner</b>			
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s), e-mail address)			

**Attached are copies of the following documents:**

- ☐ 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.
- ☐ 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2.
- ☐ 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.
- ☐ 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.

## Form ELI - 2: Joint Venture Information Sheet

Each partner of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information			
Bidder's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full Legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/ registration			
Year of constitution/ incorporation/ registration			
Corporate or registration number			
<b>Joint Venture Partner's or Specialist Subcontractor's authorized representative information</b> (name, address, telephone number(s), fax number(s), e-mail address)			
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2.</li> <li><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</li> </ul>			

Subcontractors are those listed in Technical Proposal – Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services

### Form CON – 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Table 1: History of Nonperforming Contracts			
<b>Choose one of the following:</b> <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]
Table 2: Pending Litigation and Arbitration			
<b>Choose one of the following:</b> <input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder. <input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim (\$ Equivalent)	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

#### **- Note -**

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

## Form CON – 2: EHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section 3 (Evaluation and Qualification Criteria).

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

In case of a Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: \_\_\_\_\_

Environmental and Health and Safety Performance Declaration in accordance with Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Health and Safety performance since the date specified in Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria).			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Health and Safety performance since the date specified in Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria). Details are described below:			
<input type="checkbox"/> <b>Declaration of request for replacement of Key Environment, Health and Safety Personnel:</b> The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria). Details are described below:			
<input type="checkbox"/> <b>Declaration of past fatality resulted from EHS issues on site:</b> The following contract(s) has/have experienced a fatality resulted from EHS issues on site since the date specified in Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria). Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s) e.g., discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification]	[insert amount]

		Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to EHS performance</b>			
<b>Year</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)</b>	
<i>[insert year]</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 suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>	
<b>Key EHS personnel replacement requested by the Employer for reasons related to EHS performance</b>			
<b>Year</b>	<b>Contract Identification and Reasons</b>	<b>Personnel replacement action and results</b>	
<i>[insert year]</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 requesting for replacement: <i>[indicate main reason(s)]</i>	<i>[insert description]</i>	
<b>Fatality due to EHS issues on Site</b>			
<b>Year</b>	<b>Contract Identification</b>	<b>Follow-on actions taken by the contractor</b>	
<i>[insert year]</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> Description of fatality event: Causation:	<i>[insert description]</i>	

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous _____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year __:

**Information from Balance Sheet**

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
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**Information from Income Statement**

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

1. Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
2. Historical financial statements must be audited by a certified accountant.
3. Historical financial statements must be complete, including all notes to the financial statements.
4. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



**Form FIN - 2: Average Annual Turnover**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Annual Turnover Data for the Last ____ Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

**Form FIN – 3: Availability of Financial Resources**

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line <sup>a</sup>	
3	Other Financial Resources	
Total Available Financial Resources		

<sup>a</sup> To be substantiated by a letter from the bank issuing the line of credit.

**Form FIN- 4: Financial Requirements for Current Contract Commitments**

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

<b>Current Contract Commitments</b>						
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact (Address, Tel, Fax)</b>	<b>Contract Completion Date</b>	<b>Outstanding Contract Value (X) <sup>a</sup></b>	<b>Remaining Contract Period in months (Y) <sup>b</sup></b>	<b>Monthly Financial Resources Requirement (X / Y)</b>
1						
2						
3						
4						
Total Monthly Financial Requirement for Current Contract Commitments						\$ .....

<sup>a</sup> Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

<sup>b</sup> Remaining contract period to be calculated from 28 days prior to bid submission deadline.

**Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)**

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC  $\geq$  Requirement for the Subject Contract" must be satisfied to qualify.

**Form FIN - 5A: For Single Entities**

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				.....	

**Form FIN - 5B: For Joint Ventures**

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)				.....	
Each Partner:					
_____ (Name of Partner 1)				.....	
_____ (Name of Partner 2)				.....	
_____ (Name of Partner 3)				.....	
All partners combined	$\Sigma D =$ Sum of available financial resources net of current contract commitments for all partners		$\Sigma D =$ _____	.....	

**- Note -**

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

**Form EXP – 1: Contracts of Similar Size and Nature**

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's Central bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

**Form EXP - 2: Experience in Key Activities**

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate.

Each Bidder must fill out this form.

If complied by Specialist Subcontractor, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: \_\_\_\_\_

Contract with Similar Key Activities		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		

**Form EXP – 3: Specific Experience in Managing Environmental, Health and Safety Aspects**

Fill out one form per contract.

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

1. Key Requirement no 1 in accordance with Criterion 2.4.3 of Section 3: \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Partner In JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with Criterion 2.4.3 of Section 3: \_\_\_\_\_

3. Key Requirement no 3 in accordance with Criterion 2.4.3 of Section 3: \_\_\_\_\_

### Form EXP – 4: Environmental, Health and Safety Certification

Please provide the following information:

Availability of the following valid ISO certification or internationally - recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

*[Select the required certifications from below<sup>a</sup>]*

- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and Safety management certificate ISO 45001

<sup>a</sup> Depending on the environmental, health and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management, or removed altogether.

### Form EXP – 5: Environmental, Health and Safety Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points:

*[Select 3-5 that apply for the worksite from below options- as per Section 2]*

- EHS resources and facilities and EHS monitoring system;
- Project Areas management information (base camps, quarries, burrow pits, storage areas);
- Health and Safety on worksites policy and related guidance;
- Local recruitment and EHS trainings of local staff/subcontractors/local partners;
- Community stakeholder engagement practice;
- Traffic management practice;
- Hazardous products management practice;
- Waste management practice;
- Protection of water resources;
- Biodiversity protection practices;
- Site rehabilitation and revegetation practice;
- Local cultural heritage protection practice;
- Erosion and sedimentation practices;
- Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc)



**Form EXP – 6: Environmental, Health and Safety Dedicated Personnel**

Please provide CV [Form PER-2] of the in-house personnel of the main contractor/ Joint Venture partners for the EHS positions specified in Section 6 (Employers Requirements) :

*[For example]*

*-Environmental Specialist*

*-Health and Safety Specialist*

**Form EXP - 7: Subcontractors**

Fill out one (1) form per contract.

Contract for the Major Items		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Major Items in Accordance with Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria)		