Section IV. Bidding and Qualification Forms

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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:

NCB No.: **BMZ-NCB-W-7**

To: **Transboundary Biosphere Reserve Prespa” (PRESPA-Albania), Phase 2**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. We have no conflict of interest in accordance with ITB 4;
3. 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;
4. We offer to execute in conformity with the Bidding Documents the following Works:

;

1. The total price of our Bid, excluding taxes and excluding any discounts offered in item (f) below is:
2. In case of only one lot, total price (excluding taxes) of the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. In case of multiple lots, total price (excluding taxes) of each lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. In case of multiple lots, total price (excluding taxes) of all lots (sum of all lots) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. In case of acceptance of [indicate any technical alternatives offered in accordance with ITB 13], total price (excluding taxes) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. The discounts offered and the methodology for their application are:
7. The discounts offered are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. The exact method of calculations to determine the net price after application of discounts is shown below: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
9. 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;
10. If our Bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
11. Weare 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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Appendix to Bid** This Appendix forms part of the Agreement.  *[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]*   |  |  |  |  | | --- | --- | --- | --- | | Item | | Sub-Clause | Data | | Documents forming the Contract listed in the order of priority | | 1.1.1…… |  | | **Document** (delete if not applicable) | |  | **Document Identification** | | (a) | The Agreement ................ |  | **Conditions of Contract and Contract Forms;** Section X. Contract Forms. | | (b) | Particular Conditions …….. |  | **Conditions of Contract and Contract Forms;** Section IX. Particular Conditions (PC); | | (c) | General Conditions ………… |  | **Conditions of Contract and Contract Forms;** Section VIII. General Conditions (GC); | | (d) | The Specification (technical) |  | **PART 2 Works Requirements**  Section VII. Works Requirements; 1. Specifications A | | (e) | The Drawings …………………. |  | **PART 2 Works Requirements**  Section VII. Works Requirements; 1. Specifications, Annex 2 | | (f) | The Contractor‘s tendered design …………………………………….…. |  | **PART 2 Works Requirements**  Section VII. Works Requirements; 1. Specifications, Annex 2 | | (g) | The bill of quantities ……… |  | **PART 2 Works Requirements**  Section VII. Works Requirements; 1. Specifications, Annex 21 | | (h) | The Specification (ESHS) |  | **PART 2 Works Requirements**  Section VII. Works Requirements; 1. Specifications B | |  |  |  |  | | Time for Completion………………… | | 1.1.9…… | **90 days** | | Law of the Contract………………….. | | 1.4……… | Law of the Country\*Albania \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Language…………………………………. | | 1.5……… | English | | Provision of Site………………………. | | 2.1……... | On the Commencement Date\*\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Authorised person | | 3.1……… | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Name and address of Employer’s representative (if known)……….. | | 3.2……… | Mrs. Daniel Pirushi; NAPA Director  Ms. Constanze Schaaff, Team Leader | | Performance security (if any):…. | |  |  | | Amount……………………………. | | 4.4……... | 10% of net value of bid | | Form…………………………………  Time for delivery of security | | 4.4………  4.4……… | **Conditions of Contract and Contract Forms;** Section X. Contract Forms. (details)  Within 28 days of the Commencement Date. |   \*Employer to amend as appropriate  © FIDIC 1999   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Item | | Sub-Clause | Data | | | | Requirements for Contractor's design (if any) ………………………………………. | | 5.1…………… | Specification Clause No’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | Programme: | |  |  | | | |  | Time for submission..................... | 7.2…………… | Within 14 days\* of the Commencement Date. | | | |  | Form of programme………………….. | 7.2…………… | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | Amount payable due to failure to complete……………………………… | | 7.4…………… | \_\_0.4%\_\_\_per day up to a maximum of 10%\* of sum stated in the Agreement | | | Period for notifying defects…………………. | | 9.1 & 11.5.. | 365 days\* calculated from the date stated in the notice under Sub-Clause 8.2 | | Variation procedure | |  |  | | | |  | Daywork rates……………………………. | 10.2…………. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(details) | | | Valuation of the Works\* | |  |  | | |  | Lump sum Price …………………………. | 11.1…………. | \_\_\_NA\_\_\_\_\_\_\_\_\_\_\_\_\_(details) | | |  | Lump sum price with schedules of rates…………………………………………… | 11.1…………. | \_\_\_\_\_NA\_\_\_\_\_\_\_\_\_\_\_\_(details) | | |  | Lump sum price with bill of quantities…………………………………… | 11.1…………. | \_\_\_NA\_\_\_\_\_\_\_\_\_\_\_\_\_\_(details) | | |  | Remeasurement with tender bill of quantities………………………………. | 11.1…………. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(details) | | |  | Cost reimbursable …………………….. | 11.1…………. | NA\_\_\_\_\_\_\_\_\_\_\_\_\_\_(details) | | | Percentage of value of Materials and Plant……………………………………………………. | | 11.2…………. | Materials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_80% | | |  | |  | Plant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 90%\* | | |  | |  |  | | |  | |  |  | | | \* Employer to amend as appropriate  © FIDIC 1999 | |  |  | | |  |  |  |  |  | | --- | --- | --- | --- | | Item | | Sub-Clause | Data | | Percentage of retention ……………………….….….…. | | 11.3 | 5% | | Currency of payment …………………………...….…. | | 11.7 | **EURO** | | Rate of interest …………………………………… | | 11.8 | \_1\_% per annum | | Insurances……………………… | | 14.1 | **CAR** | | **Type of cover\*** | | **Amount of cover\*** | **Exclusions\*** | | The Works, Materials, Plant and fees | | The sum stated in the Agreement plus 15% | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Contractor’s Equipment | | Full replacement cost | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Third Party injury to persons and damage to property | | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Workers | | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Other cover\* | | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Arbitration | |  |  | |  | Rules…………………………………………. | 15.3………………… | UNCITRAL Arbitration Rules\*ICC\_\_\_\_(details) | |  | Appointing authority…………………. | 15.3………………… | President of FIDIC or his nominee\* (details) | |  | Place of Arbitration | 15.3………………… | The Country\*Paris/FRANCE | |  | |  |  | |  | |  |  | |  | |  |  |   \*Employer to amend as appropriate  © FIDIC 1999 |

# **Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("**Contract**")[[1]](#footnote-1)

To: (**"Project Executing Agency"**)

1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”)[[2]](#footnote-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/*](https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/)*) must submit a fully completed and legally 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 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 a condition of participation in the Tender.

1. 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:

1. 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;
2. 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;
3. 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.
4. 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.
5. 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 Organisation[[3]](#footnote-3) (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.

1. 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 agent 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.
2. 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 of[[4]](#footnote-4):

Signature: Dated:

Appendix1 to the Declaration of Undertaking

**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 as a service provider (short-term expert) for KfW Group;
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))

Appendix1 to the Declaration of Undertaking

**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 as a short-term expert for KfW Group;
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)

# 

# **Summary of Payment Currencies**

Table C1: Option A – Foreign Currency (Euro)

*To be used only with Option A*

*“Bidders to quote entirely in Euros (Sub-clause BDS 15.1)*

For ““Construction of two new and reconstruction of three existing Water Ponds for livestock and wild animals in Prespa National Park (PNP) in 5 (five) selected areas of PNP”.”

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of payment currency** | **A**  **Amount of currency** | **B**  **Rate of exchange** | **C**  **Foreign currency equivalent**  **C = A x B** | **D**  **Percentage of  Total Bid Price (TBP)**  **100xC**  **TBP** |
| **Local currency:**  **(N/A)** |  |  |  |  |
| **Foreign currency: EUR** |  |  |  |  |
| **Total Bid Price in:**  **EUR\_\_\_\_\_\_\_\_\_\_\_** |  |  |  |  |
| **Provisional sums expressed in EUR (maximum 20%)** |  |  |  |  |
| **TOTAL BID PRICE (including provisional sum)**  **EUR** |  |  |  |  |

# **Bill of Quantities**

*Please compare Annex 1 for the Bill of Quantities prepared in a separate file*

*[Admeasurement contract]*

|  |
| --- |
| **Technical Proposal** *Please prepare in free format but including the following sections:* |

* Site Organization and Method Statement
* Construction Schedule
* Personnel proposed
* Equipment proposed

Qualification Information

*[The information to be filled in by* ***bidders*** *in the following pages shall be used for purposes of qualification as provided for in ITB 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English].*

|  |  |
| --- | --- |
| **1. Individual Bidders or Individual Members of Joint Ventures** | 1.1 Constitution or legal status of Bidder: *[attach copy]*  Place of registration: *[insert]*  Principal place of business: *[insert]*  Power of attorney of signatory of Bid: *[attach]*  1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*  1.3 Number *[insert number pursuant to BDS sub clause 4.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 4.5(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]* |

|  |  |  |  |
| --- | --- | --- | --- |
| Project name and country | Name of client and contact person | Type of work performed and year of completion | Value of contract  (national currency equivalent ) |
| (a)  (b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.4 Major items of Contractor’s Equipment proposed for carrying out the Works*. [List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]* |

|  |  |  |  |
| --- | --- | --- | --- |
| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
| (a)  (b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GC Sub-Clause 9.1.]* |

|  |  |  |  |
| --- | --- | --- | --- |
| Position | Name | Years of experience (general) | Years of experience in proposed position |
| (a)  (b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.6 Proposed subcontracts and firms involved. Refer to GC Clause 7. |

|  |  |  |  |
| --- | --- | --- | --- |
| Sections of the Works | Value of subcontract | Subcontractor  (name and address) | Experience in similar work |
| (a)  (b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.7 Financial reports for the last *[insert number; usually 5]* years: balance sheets, profit and loss statements, auditors’ reports, etc. *[List below and attach copies.]*  1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.  1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.  1.10 Information on current litigation(s) in which the Bidder is involved. |

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| Other party(ies) | Cause of dispute | Amount involved |
| (a)  (b) |  |  |

|  |  |
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|  | 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents. |
| **2. Joint Ventures** | 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.  2.2 The information in 1.11 above shall be provided for the joint venture.  2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.  2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:  (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;  (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and  (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. |
| **3. Additional Requirements** | 3.1 Bidders should provide any additional information required in the BDS. |

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, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries”*. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)