Section 4: Bidding Forms

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Technical Bid Submission Sheet

-- Note –

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the Bidder’s complete name and address.*

Date:

Open Competitive Bidding (OCB) No.:

Invitation for Bid (IFB) No.:

Alternative No.:

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

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: [*insert a brief description of the goods and related services*]
3. Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [*insert validity period as specified in ITB 20.1 of the BDS*] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
5. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
6. 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 in accordance with the Bidding Document.
7. Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors 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.[[1]](#footnote-1)
8. Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser’s country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

1. Name of Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Period of debarment, ineligibility, or blacklisting [*start and end date*]: \_\_\_\_\_\_\_\_\_\_\_\_
3. Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Our firm’s, Joint Venture partners, associates, parent company’s affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

1. Nature of the offense/violation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Court and/or area of jurisdiction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Resolution [*i.e. dismissed; settled; convicted/duration of penalty*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Other relevant details [*please specify*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Purchaser’s country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
6. Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Purchaser’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.
7. [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].**[[2]](#footnote-2)**
8. We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
9. We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
10. 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 (2017, 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 |
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Price Bid Submission Sheet

-- Note –

*The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the Bidder’s complete name and address.*

Date:

Open Competitive Bidding (OCB) No.:

Invitation for Bid (IFB) No.:

Alternative No.:

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

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: [*insert a brief description of the goods and related services*]
3. The total price of our Bid, excluding any discounts offered in item (d) below, is

[*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 price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

1. The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: [*specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies*]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [*specify in detail the method that shall be used to apply the discounts*]

1. Our bid shall be valid for a period of [*insert validity period as specified in ITB 20.1 of the BDS*] days from the date fixed for the 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.
2. If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
3. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:**[[3]](#footnote-3)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
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1. 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.
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

|  |
| --- |
| Price Schedule for Goods  to Be Offered from Within the Purchaser’s Country |

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Country of  Origin | Domestic Value Added in Percent | Quantity  and Unit of Measurement | Unit Price EXW | Total EXW Price per item | Sales and Other Taxes  Per Item | Total Price per Item including Taxes |
| **1** | **2** | **3** | **4** | **5** | **6** | **7 = 5 x 6** | **8** | **9 = 7 + 8** |
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| **Total Amount** | | | | | |  |  |  |

Notes:

Column 4:In accordance with margin of preference ITB 38, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

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.

Column 8: Payable in the Purchaser’s country if Contract is awarded

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

|  |
| --- |
| Price Schedule for Goods  to Be Offered from Outside the Purchaser’s Country |

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Country  of  Origin | Quantity  and Unit of  Measurement | Unit Price  CIF (...)  or  CIP (...) | Unit Price  FOB (...)  or  FCA (...) | Total Price  CIF or CIP per Item | Total Price  FOB or FCA  per Item |
| **1** | **2** | **3** | **4** | **5** | **6** | **7 = 4 x 5** | **8 = 4 x 6** |
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| **Total Amount** | | | | | |  |  |

Notes:

Columns 5 and 6: Incotermin accordance with ITB 14

Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

|  |
| --- |
| Price Schedule for Related Services  to Be Offered  from Outside and Within the Purchaser’s Country |

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Description | Country of Origin | Quantity  and Unit of  Measurement | Unit Price | | Total Price per Item | |
| (a) | (b) | (a) | (b) |
| Foreign Currency | Local Currency | Foreign Currency | Local Currency |
| **1** | **2** | **3** | **4** | **5(a)** | **5(b)** | **6(a) = 4 x 5(a)** | **6(b) = 4 x 5(b)** |
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|  |  |  |  | **Total Amount** | |  |  |

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser’s country and payable on the Related Services, if the Contract is awarded to the Bidder

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Bid Security

**Bank Guarantee**

*[insert bank’s name, and address of issuing branch or office]* **[[4]](#footnote-4)**

**Beneficiary:** *[insert name and address of the Purchaser]*

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

**Bid Security No.:** *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert 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 *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words] [insert 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 Technical Bid Submission Sheet and Price Bid Submission Sheet; 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 Purchaser 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 on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.**[[5]](#footnote-5)**

*[*Authorized signature(s) and bank’s seal (where 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 Purchaser]*

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 indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed**,** 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 Technical Bid Submission Sheet and Price Bid Submission Sheet; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”)

(c) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand 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)*

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 Purchaser]*

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers 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 28 of the General Conditions, 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 --**

*All italicized text is for use in preparing this form and shall be deleted from the final document.*

*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 Bid Data Sheet (BDS).*

**AFFILIATE COMPANY GUARANTEE**

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

Name and address of Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, 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:…………………………………………… Signed by: ……………………………………………

[*signature*] [*signature*]

…………………………………………… ……………………………………………

[*name*] [*name*]

…………………………………………… ……………………………………………

[*position in parent/subsidiary company*] [*position in parent/subsidiary company*]

Date:……………………………………………

-- Note --

*If permitted in accordance with ITB 34.2 of the BDS, the Bidder shall fill out the Affiliate Company Guarantee Form for each subsidiary, parent entity, affiliate, Subcontractor, etc. that the Bidder submits for consideration of the Purchaser in determining its qualifications.*

**Bidderʼs 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: Bidderʼs Information Sheet**

|  |  |  |
| --- | --- | --- |
| **Bidderʼs Information** | | |
| **Bidderʼs legal name** |  |
| **In case of a Joint Venture, legal name of each partner** |  |
| **Bidderʼs country of constitution** |  |
| **Bidderʼs year of constitution** |  |
| **Bidderʼs legal address in country of constitution** |  |
| **Bidderʼs authorized representative**  (name, address, telephone number(s), fax number(s) and  e-mail address) |  |
| **Attached are copies of the following documents:**   * 1. In case of a single entity, articles of incorporation or constitution 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 member of the Joint Venture must fill out this form separately.

|  |  |
| --- | --- |
| **Joint Venture Information** | |
| **Bidderʼs legal name** |  |
| **Joint Venture Partnerʼs legal name** |  |
| **Joint Venture Partnerʼs country of constitution** |  |
| **Joint Venture Partnerʼs year of constitution** |  |
| **Joint Venture Partnerʼs legal address in country of constitution** |  |
| **Joint Venture Partnerʼs authorized representative information**  (name, address, telephone number(s), fax number(s) and e-mail address) |  |
| **Attached are copies of the following documents:**   * 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 * 2. Authorization to represent the firm named above, in accordance with ITB 22.2 * 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 | |

**Form CON – 1: Historical Contract Nonperformance**

For Contract type B, 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 | | | | |
| **Choose one of the following:**   * No nonperforming contracts. * Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member 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 Purchaser: *[insert full name]*  Address of Purchaser: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* | *[insert amount]* |
| Table 2: Pending Litigation and Arbitration | | | | | |
| **Choose one of the following:**   * No pending litigation and arbitration. * Below is a description of all pending litigation and arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture). | | | | | |
| **Year** | **Matter in Dispute** | | **Value of Pending Claim in $ Equivalent** | **Value of Pending Claim as a Percentage of Net Worth** | |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Purchaser: *[insert full name]*  Address of Purchaser: *[insert street/city/country]*  Matter of Dispute: *[indicate full description of dispute]*  Party who initiated the dispute: *[indicate “Purchaser” 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 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractual Experience** | | | |
| **Contract No** . . . . . . **of** . . . . . . | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Manufacturer** | * **Supplier** | * **Subcontractor** |
| **Total Contract Amount** | **$** | | |
| **If partner in a joint venture or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Purchaserʼs name**  **Address**  **Telephone/Fax Number**  **E-mail** |  | | |
| **Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)** | | | |
|  |  | | |

- Note -

*This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Experience** | | | |
| **Name of Product** |  |  | |
| **Manufacturer:** |  | **Address and Nationality:** |  |
| **Requirements in Accordance with Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)** | | | |
| **(i) Product has been in production for at least . . . . . . . . . years.** |  | | |
| **(ii) Product (or equipment) has been sold a minimum of . . . . . . . units of similar type and specification over the last three (3) years.** |  | | |
| **(iii) Product has been in operation for a minimum of . . . . . . . . years.** |  | | |

- Note -

*This form shall only be included if Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form EXP - 3: Production Capacity**

Fill out one (1) form per product and manufacturer.

|  |  |  |  |
| --- | --- | --- | --- |
| **Production Capacity** | | | |
| **Name of Product** |  |  | |
| **Manufacturer:** |  | **Address and Nationality:** |  |
| **Requirements in Accordance with Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)** | | | |
| **Production facility 1 (include location):** |  | | |
| **Production facility 2 (include location):** |  | | |
| **Production facility 3 (include location):** |  | | |

- Note -

*This form shall only be included if Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**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. |

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

- Note -

*This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work 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** | | |  | |

- Note -

*This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,**[[6]](#footnote-6)** lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount ($ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

- Note -

*This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

1. 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. [↑](#footnote-ref-1)
2. Use one of the two options as appropriate. [↑](#footnote-ref-2)
3. If none has been paid or is to be paid, indicate “None.” [↑](#footnote-ref-3)
4. All italicized text is for use in preparing this form and shall be deleted from the final document. [↑](#footnote-ref-4)
5. Or 758 as applicable. [↑](#footnote-ref-5)
6. Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year. [↑](#footnote-ref-6)