

# Section 4: Bidding Forms

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## Bid Submission Sheet

**- Note -**

The Bidder must accomplish the 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:

- (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 supply in conformity with the Bidding Documents 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]*
- (d) 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 Bid Submission Sheet may result in the rejection of the bid.*

- (e) 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]*

- (f) Our Bid shall be valid for a period of *[insert 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.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (i) 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: \_\_\_\_\_

- (j) 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 Documents.

- (k) 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>

- (l) 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: \_\_\_\_\_

- (m) 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: \_\_\_\_\_

<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.

- (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: \_\_\_\_\_

- (n) 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:

- (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*]: \_\_\_\_\_

- (o) 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 Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser'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: \_\_\_\_\_

- (p) 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 Purchaser's country and/or are not prohibited to receive payments for particular goods or services by 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.

- (q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.

- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>2</sup>

- (s) 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.

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<sup>2</sup> Use one of the two options as appropriate.

- (t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>3</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (u) 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.
- (v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (w) 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 site, 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.
- (x) 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.
- (y) 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.
- (z) 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 Purchaser 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 (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 \_\_\_\_\_

<sup>3</sup> If none has been paid or is to be paid, indicate "None."

## 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
<b>Total Amount</b>								

<b>Notes:</b>	
Column 4:	In accordance with margin of preference ITB 35, 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
<b>Total Amount</b>							

**Notes:**

Columns 5 and 6: Incoterm in 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)
<b>Total Amount</b>							

**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]*<sup>4</sup>

**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 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 indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, 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 Purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as 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).*

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## **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) and e-mail address)		
<b>Attached are copies of the following documents:</b> <ol style="list-style-type: none"> <li>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</li> <li>2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li>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</li> <li>4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ol>		

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

<b>Joint Venture Information</b>			
<b>Bidder's legal name</b>			
		<b>Information of Joint Venture Partner</b>	<b>If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies</b>
<b>Names</b>	<b>Full legal name</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>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)			
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>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>2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li>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> </ol>			

### 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			
<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 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			
<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 in \$ 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 Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Purchaser, 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 "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. Each contract shall be supported by Signed Contract Agreement.

Contractual Experience		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Manufacturer</b> <input type="checkbox"/> <b>Supplier</b> <input type="checkbox"/> <b>Subcontractor</b>	
<b>Total Contract Amount</b>	<b>\$</b>	
<b>If partner in a joint venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Purchaser's name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>		
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. Each contract shall be supported by Signed Contract Agreement.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
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.

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

**- 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: \_\_\_\_\_

<b>Financial Data for Previous ____ Years [\$ Equivalent]</b>		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year __:</b>

**Information from Balance Sheet**

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

<b>Most Recent Working Capital</b>		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**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- 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).

**- 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 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: \_\_\_\_\_

<b>Annual Turnover Data for the Last . . . Years</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>\$ Equivalent</b>
<b>Average Annual Turnover</b>			

**- 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,<sup>6</sup> 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).

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (\$ equivalent)</b>
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.*

<sup>6</sup> 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.