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, sub consultants, 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.[1]

(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):

[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 for updates.

(i) Name of Institution: _____
(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

(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].[2]

(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.

[2] 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: [3]

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 _____

[3] If none has been paid or is to be paid, indicate "None."

Price Schedule for Equipment to Be Offered from Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Domestic Value Added in Percent	Unit	Qty	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	Unit	6	7 = 5 x 6	8	9 = 7 + 8
1	Broad-fork			No.	3				
2	Seed Bed Roller			No.	1				
3	Snap-in dibbler for seed bed roller			Set	1				
4	Row marker for Seed Bed roller			Pack	1				
5	Row marker wheel			No.	1				
6	Tilther			No.	1				
7	Seed & Fertilizer Spreader			No.	1				
8	Manual mulch layer			No.	1				
9	Soil auger with bit			No.	1				
10	Manual hole digger			No.	2				
11	Nursery tray precision drop seeder			No.	2				
12	Seed Germinator			No.	1				
13	Precision Push Seeder			No.	1				
14	Earthway Seeder			No.	1				
15	Stirrup/Hula Hoe			No.	5				
16	Paper Pot Transplanter			No.	1				
17	Paper pot chains			Box	3				
18	Manual weed puller			No.	3				
19	Greenhouse inflater/blower kit			No.	2				
20	Coolbot			No.	2				

21	Tripod harvesting & pruning ladder			No.	2				
22	Hydraulic lifting trolley			No.	1				
23	Hydroponic system			Set	1				
24	Carbon-dioxide controller			No.	1				
25	Misting & Fogging system			No.	2				
26	Tensiometer			No.	2				
27	Substrate mixer			No.	1				
28	Humidifier			No.	4				
29	Incubation rack			No.	4				
30	Power tiller			No.	2				
31	Laminar Flow			No.	2				
32	Magnetic stirrer			No.	2				
33	Vibrating plate compactor			No.	1				
34	Manual Earth Tamper			No.	3				
35	Grain Moisture Meter			No.	2				
36	Altimeter			No.	2				
37	Clinometer			No.	2				
38	High-Performance CAD/3D Workstation Desktop Computer			No.	20				
39	Lawn Aerator			No.	1				
40	EC and pH Meter			No.	1				
41	Tree digger			No.	1				
42	Chaff Cutter			No.	1				
43	Mini Concrete Mixer			No.	1				
44	Stereo microscope			No.	1				
45	pH meters			No.	1				
46	Weighing balances			No.	2				
47	Aspirator/vacuum pump			No.	1				
48	Digital colony counter			No.	3				
49	Compound Light Microscope			No.	1				
50	Micropipettes			Sets.	10				
51	Vortex mixers			No.	2				
52	UV-Vis Spectrophotometer			No.	2				
53	Microbiological incubator			No.	2				

54	High-performance liquid chromatography system			No.	1				
55	Digital seed counter			No.	2				
56	Seed precision divider			No.	2				
57	Oven dryer			No.	2				
58	Trinocular microscope			No.	2				
59	Table-top Centrifuge			No.	2				
60	Seed winnowing machine			No.	1				

Name _____

In the capacity of _____

Signed

Duly autho66rized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Equipment to Be Offered from Outside the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Unit	Qty	Unit Price DPU	Total Price DPU per Item
1	2	3	4	Unit	5	6 = 4 x 5
1	Broad-fork		No.	3		
2	Seed Bed Roller		No.	1		
3	Snap-in dibbler for seed bed roller		Set	1		
4	Row marker for Seed Bed roller		Pack	1		
5	Row marker wheel		No.	1		
6	Tilther		No.	1		
7	Seed & Fertilizer Spreader		No.	1		
8	Manual mulch layer		No.	1		
9	Soil auger with bit		No.	1		
10	Manual hole digger		No.	2		
11	Nursery tray precision drop seeder		No.	2		
12	Seed Germinator		No.	1		
13	Precision Push Seeder		No.	1		
14	Earthway Seeder		No.	1		
15	Stirrup/Hula Hoe		No.	5		
16	Paper Pot Transplanter		No.	1		
17	Paper pot chains		Box	3		
18	Manual weed puller		No.	3		
19	Greenhouse inflater/blower kit		No.	2		
20	Coolbot		No.	2		
21	Tripod harvesting & pruning ladder		No.	2		
22	Hydraulic lifting trolley		No.	1		
23	Hydroponic system		Set	1		
24	Carbon-dioxide controller		No.	1		

25	Misting & Fogging system		No.	2		
26	Tensiometer		No.	2		
27	Substrate mixer		No.	1		
28	Humidifier		No.	4		
29	Incubation rack		No.	4		
30	Power tiller		No.	2		
31	Laminar Flow		No.	2		
32	Magnetic stirrer		No.	2		
33	Vibrating plate compactor		No.	1		
34	Manual Earth Tamper		No.	3		
35	Grain Moisture Meter		No.	2		
36	Altimeter		No.	2		
37	Clinometer		No.	2		
38	High-Performance CAD/3D Workstation Desktop Computer		No.	20		
39	Lawn Aerator		No.	1		
40	EC and pH Meter		No.	1		
41	Tree digger		No.	1		
42	Chaff Cutter		No.	1		
43	Mini Concrete Mixer		No.	1		
44	Stereo microscope		No.	1		
45	pH meters		No.	1		
46	Weighing balances		No.	2		
47	Aspirator/vacuum pump		No.	1		
48	Digital colony counter		No.	3		
49	Compound Light Microscope		No.	1		
50	Micropipettes		Sets.	10		
51	Vortex mixers		No.	2		
52	UV-Vis Spectrophotometer		No.	2		
53	Microbiological incubator		No.	2		
54	High-performance liquid chromatography system		No.	1		
55	Digital seed counter		No.	2		
56	Seed precision divider		No.	2		
57	Oven dryer		No.	2		

58	Trinocular microscope		No.	2		
59	Table-top Centrifuge		No.	2		
60	Seed winnowing machine		No.	1		

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]

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.[5]

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

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

[5] Or the Purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*
Bid No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[insert complete name of the 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 Bid Submission Sheet; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(b) 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 38.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications.

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

Bidder's Information			
		Information of the Bidder	**If the Bidder is a subsidiary or branch, information of any parent company/companies**
Names	**Full legal name(s)**		
	Full trading name(s) (if any)		
Addresses	**Registered address(es)**		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's 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 and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2

2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2

3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1

4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information			
Bidder's legal name			
		Information of Joint Venture Partner	**If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies**
Names	**Full legal name**		
	Full trading name(s) (if any)		
Addresses	**Registered address(es)**		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's 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 and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm 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 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

Choose one of the following:

- ❑ No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- ❑ 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			
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**	
Purchaser's 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. Each contract shall be supported by Signed Contract Agreement.

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:

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: _____

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.