

# Section 4 - Bidding Forms (For Lot-3)

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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: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8: \_\_\_\_\_.
- (b) 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: \_\_\_\_\_.
- (c) The total Bid price, 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.*

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: \_\_\_\_\_

Methodology of Application of the Discounts: The discounts shall be applied using the following method: \_\_\_\_\_

- (e) Our Bid shall be valid for a period of \_\_\_\_\_ 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.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2 \_\_\_\_\_.

- (h) 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.
- (i) We are not participating, as a Bidder 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.
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (l) 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:

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

(If none has been paid or is to be paid, indicate "none.")

- (m) 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.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) 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: \_\_\_\_\_

<sup>1</sup> Use one of the two options as appropriate.

## Schedule 1: Price Schedule for Goods to Be Offered from Within the Purchaser's Country

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

Item: Insulator, Unit in Nos.

IFB Number - URIDS(E)-G-10, Lot 3: No. URIDS(E)-G-10-03/01      Page \_\_\_\_ of \_\_\_\_

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity (Unit of Measurement: Nos.)	Unit Price EXW (Per Nos.)	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
C-1	Insulator, Pin Type, 11 Kv 1" Thread			355000				
C-2	Insulator, Spool, 3 Inch Grove Diameter.			30000				
C-3	Insulator, Spool, 1-3/4 Inch Grove Diameter.			375000				
C-4	Insulator, Spool, 1-1/2 Inch Grove Diameter.			30000				
C-5	Insulator, Pin Type, 33 Kv 1-3/8" Thread.			40000				
C-10	Insulator,suspension,6 Inch,11 Kv			374000				
C-11	Insulator,suspension,10 Inch,33 Kv			25000				
<b>Total Amount</b>								

**Notes:**

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 \_\_\_\_\_

## Schedule 2: Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

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

Item: Insulator, Unit in Nos.

IFB Number - URIDS(E)-G-10, Lot 3: No. URIDS(E)-G-10-03/01      Page \_\_\_\_ of \_\_\_\_

Item	Description	Country of Origin	Quantity (Unit of Measurement: Nos.)	Unit Price CIF	Unit Price FOB or FCA	Total Price CIF	Total Price FOB or FCA
1	2	3	4	5	6	7= 4 x 5	8 = 4 x 6
C-1	Insulator, Pin Type, 11 Kv 1" Thread		355000				
C-2	Insulator, Spool, 3 Inch Grove Diameter.		30000				
C-3	Insulator, Spool, 1-3/4 Inch Grove Diameter.		375000				
C-4	Insulator, Spool, 1-1/2 Inch Grove Diameter.		30000				
C-5	Insulator, Pin Type, 33 Kv 1-3/8" Thread.		40000				
C-10	Insulator,suspension,6 Inch,11 Kv		374000				
C-11	Insulator,suspension,10 Inch,33 Kv		25000				
Total							

Notes:

Column 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 \_\_\_\_\_

### Schedule 3: 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 (BDT.)	Foreign Currency	Local Currency (BDT.)
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:**

Column 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 \_\_\_\_\_

# Form of Bid Security

[insert bank's name, and address of issuing branch or office]<sup>2</sup>

**Beneficiary:** [insert name and address of purchaser]

**Date:** [insert date]

**Bid Guarantee 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] . . . . . (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 figures][insert amount in words] . . . . . 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 on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.<sup>3</sup>

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

-- Note --

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

<sup>2</sup> All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

<sup>3</sup> Or 758 as applicable.

# Manufacturer's Authorization

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

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

To: ..... *[insert complete name of purchaser]* .....

## WHEREAS

We ..... *[insert complete name of 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 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 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 BDS.*



## **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 information requested in the corresponding Information Sheets included hereunder.

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

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers and e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</li> <li><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ul>	

## Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone numbers, fax numbers and e-mail address)	
<b>Attached are copies of the following documents:</b>	
<div style="display: flex; flex-direction: column; gap: 10px;"> <div> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2         </div> <div> <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2         </div> <div> <input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5         </div> </div>	

**Form LIT – 1: Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

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

Pending Litigation and Arbitration			
<b>Choose one of the following:</b>			
<input type="checkbox"/> No pending litigation and arbitration.			
<input type="checkbox"/> Below is a description of all pending litigation and arbitration against 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

### 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	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount		
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.2.1 of Section 3		

## Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in accordance with Criterion 2.2.2 of Section 3	
<b>(i) Product has been in production for at least two years.</b>	
<b>(ii) Product has been sold a minimum of total quantity 12,29,000 nos. (against 07 items such as Pin, spool and suspension type insulators etc. as detailed in the bidding document) of similar type &amp; specification last 03 years.</b>	
<b>(iii) Product has been in operation for a minimum of two years.</b>	

### 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 2.2.3 of Section 3	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

### Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

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

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

#### Information from Balance Sheet

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

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

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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



### 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 specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

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

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

Average Annual Turnover (AAT)

### Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,<sup>4</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

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<sup>4</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.