

# Section 4: Bidding Forms

## - Without Prequalification -

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## Letter of Technical Bid

-Note-

*The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.*

Date: .....

OCB No.: .....

Invitation for Bid No.: .....

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

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 offer to execute in conformity with the Bidding Documents the following Works: *[insert narrative]*
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of *[insert bid validity period as specified in ITB 18.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (e) 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.
- (f) 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 submitted in accordance with ITB 13.
- (g) 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.<sup>1</sup>
- (h) 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

<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.

suspended, debarred, declared ineligible, or blacklisted by the Employer'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):

- (i) Name of Institution: \_\_\_\_\_
- (ii) Period of debarment, ineligibility, or blacklisting [*start and end date*]: \_\_\_\_\_
- (iii) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

- (i) 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:

- (i) Nature of the offense/violation: \_\_\_\_\_
- (ii) Court and/or area of jurisdiction: \_\_\_\_\_
- (iii) Resolution [*i.e. dismissed; settled; convicted/duration of penalty*]: \_\_\_\_\_
- (iv) Other relevant details [*please specify*]: \_\_\_\_\_

- (j) 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 Employer'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.
- (k) 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 Employer'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.
- (l) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5]<sup>2</sup>
- (m) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (n) 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.
- (o) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

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

- (p) 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 (2015, as amended from time to time).

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

Not to be used as a Bid Document, Only for Reference

## Letter of Price Bid

-Note-

*The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.*

Date: .....

OCB No.: .....

Invitation for Bid No.: .....

To: [insert complete name of the Employer]

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 offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works : \_\_\_\_\_  
\_\_\_\_\_

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

[-----], [-----],  
*The total bid price from the Summary of Bill of Quantities should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid. Total bid price should be entered inside this box in words and figures in INR.*

- (d) The discounts offered and the methodology for their application are: -----
- (e) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

- (g) We have paid, or will pay 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
.....	.....	.....	.....
.....	.....	.....	.....

- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) 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>3</sup> If none has been paid or is to be paid, indicate "None".

Not to be used as a Bid Document, Only for Reference

## Bid Security Bank Guarantee

[Bank's name and address of issuing branch or office]<sup>4</sup>

**Beneficiary:** [Name and address of the Employer]

**Date:** .....

**Bid Security No.:** .....

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [please specify] (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. [please specify] ("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 [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] [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 Letters of Technical and Price Bid; 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 Employer 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, or (iii) fails or refuses to furnish a domestic preference security, if required.

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>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 758 as applicable.

## 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 Employer]*

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 *[insert number of years as indicated in 19.2 of the Bidding Instructions]*, and, on the day we receive a notification from the Employer, 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 Letter of Invitation and Notice Bid; or
- (b) do 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 our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

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]*



## AFFILIATE COMPANY GUARANTEE

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

Name and address of Employer: \_\_\_\_\_

\_\_\_\_\_

[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 Employer, 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, 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 32.2 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 Employer in determining its qualifications.

# Technical Proposal

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**COVID-19 specific Site Health and Safety Management Plan**

*Not to be used as a Bid Document, Only for Reference*

**Personnel**

**Form PER – 1: Proposed Personnel**

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

**-- Note --**

All titles of positions will be as listed in Section 6 (Employer's Requirements).

Not to be used as a Bid Document, Only for Reference

**Form PER – 2: Resumé of Proposed Personnel**

The Bidder shall provide all the information requested below. Use one form for each position.

<b>Position</b>	
<b>Personnel information</b>	<b>Name</b>
	<b>Date of birth</b>
<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>
	<b>Address of employer</b>
	<b>Telephone</b>
	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>
<b>Job title</b>	<b>E-mail</b>
	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company/Project/Position/Relevant Technical and Management Experience</b>

## Equipment

### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity</b>	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

**Site Organization**

Not to be used as a Bid Document, Only for Reference

**Method Statement**

Not to be used as a Bid Document, Only for Reference

**Mobilization Schedule**

Not to be used as a Bid Document, Only for Reference



**Construction Schedule**

Not to be used as a Bid Document, Only for Reference

**COVID-19 specific Site Health and Safety Management Plan**

Not to be used as a Bid Document, Only for Reference

## Bidders 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.

Not to be used as a Bid Document, Only for Reference

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

Bidder's Information	
<b>Bidder's legal name</b>	
<b>In case of a 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 number(s), fax number(s), 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 a 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 20.2.</li> <li><input type="checkbox"/> 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><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>	

Not to be used as a Bid Document, Only for Reference

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

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

Joint Venture / Specialist Subcontractor Information	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's year of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's authorized representative information</b> (name, address, telephone number(s), fax number(s), e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <p><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.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 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.</p>	

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

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: \_\_\_\_\_

<b>Table 1: History of Nonperforming Contracts</b>			
<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 member if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (INR/US\$ in Million)	Total Contract Amount (INR/US\$ in Million)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

<b>Table 2: Pending Litigation and Arbitration</b>			
<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 involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in INR/US\$ in Million	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 Employer: [insert full name] Address of Employer: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" 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 of Section 3 (Evaluation and Qualification Criteria) is applicable.

**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 3 Years [(INR/US\$ in Million)]		
Year 1: FY 2019-20	Year 2: FY 2020-21	Year 3 : FY 2021-22

**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 3 years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Document, 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 :-
- While calculating Working Capital, the following items shall not be considered as current assets:-
    - Fixed Deposit used against Bank Guarantee
    - Govt. Security used as pledged
    - Earnest Money submitted as a security
    - Any other Securities pledged anywhere.
    - Any amount seized by any Department.
    - Income tax refund under scrutiny by the Income Tax Department.
  - No BG shall be treated as current asset.

**Form FIN - 2: Average Annual Construction 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: \_\_\_\_\_

<b>Annual Turnover Data for the Last 3 Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency (INR in Million)</b>	<b>Exchange Rate</b>	<b>\$ Equivalent</b>
<b>Average Annual Construction Turnover</b>			

Not to be used as a Bid Document, Only for Reference



**Form FIN – 3: Availability of Financial Resources**

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

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: \_\_\_\_\_

No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Unutilized credit limit/ overdraft facilities issued by Scheduled Commercial Bank or any other reputed commercial bank located outside India within 28 days of the Bid due date.	
Total Available Financial Resources		

<sup>a</sup> To be substantiated by a letter from the bank issuing the Unutilized credit limit and overdraft facilities.

- Note – 1. For financial resources requirements, most recent working capital shall be considered as determined from Fin-1 (In this case year 2021-22)
2. Unutilized credit limit and overdraft facilities issued specific to this project in Form Fin-6 shall only be considered as financial resource requirement.

**Form FIN- 4: Financial Requirements for Current Contract Commitments**

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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: \_\_\_\_\_

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) <sup>a</sup>	Remaining Contract Period in months (Y) <sup>b</sup>	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirement for Current Contract Commitments						INR/US\$. . . . .

<sup>a</sup> Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (INR/US\$ equivalent based on the foreign exchange rate as of the same date).

<sup>b</sup> Remaining contract period to be calculated from 28 days prior to bid submission deadline.

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**Form FIN - 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources (Criterion 2.3.3 of Section 3)**

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of “Available Financial Resources Net of CCC  $\geq$  Requirement for the Subject Contract” must be satisfied to qualify.

**Form FIN - 5A: For Single Entities**

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				INR 394.26 Million	

**Form FIN - 5B: For Joint Ventures**

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)				INR 157.70 Million	
Each Partner:					
_____ (Name of Partner 1)				INR 98.57 Million	
_____ (Name of Partner 2)				INR 98.57 Million	
_____ (Name of Partner 3)				.....	
All partners combined	$\Sigma D = \text{Sum of available financial resources net of current contract commitments for all partners}$		$\Sigma D = \text{_____}$	INR 394.26 Million	

**- Note -**

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

**Form FIN- 6: Format of Bank over draft/ unutilized Credit Limit Certificate**

**(To be filled on Letter Head of Bank)**

No.....

Date:.....

**OVER DRAFT/ UNUTILIZED CREDIT LIMIT CERTIFICATE**

This is to certify that M/s ..... (Name of Bidder)..... having Registered Office at ..... (address) and ..... Corporate/Head Office at ....., a customer of our bank, is a reputed company with a good financial standing.

If the contract(s) for the work(s) mentioned below is awarded to above firm, we shall be able to provide over draft/ unutilized credit facilities to the extent of INR..... Crores (..... in words) to meet their working capital requirements for executing the Project(s).

Civil Contract Package No.	Road No.	Name of Project Road (s)	Amount of Overdraft / Unutilized Credit Facilities in INR
		<b>Total</b>	

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**Form EXP – 1: Contracts of Similar Size and Nature**

Fill out one (1) form per contract.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's national bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$ US\$	INR
	Exchange Rate	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		
<p>Participation in at least one contract that has been successfully or substantially* completed within the <b>last five (5) years (reckoned from 28 days before the last date of bid submission)</b> and that is similar to the proposed works, where the value of the Bidder's participation exceeds <b>INR 3784.91 Million.</b></p> <p>The similarity of the Bidder's participation shall be based on: Construction of at least 50 km of road having minimum of 2 lanes; or 25 Km of Road having minimum of 4-lanes</p> <p style="text-align: center;"><b>Or</b></p> <p>Participation in at least two contracts that have been successfully or substantially* completed within <b>the last five (5) years (reckoned from 28 days before the last date of bid submission)</b> and that are similar to the proposed works, where the value of the Bidder's participation in each contract exceeds <b>INR 2365.57 Million.</b></p> <p>The similarity of the Bidder's participation in each contract shall be based on: Construction of at least 32 km of road having minimum of 2 lanes; or 16 Km of Road having minimum of 4-lanes</p>		

**Note:**

1. Principal Employer's certificate is mandatory for any claim regarding completion / substantial completion. Such certificate shall be considered when issued from the Central Government / State Government/ PSU of Central Government /PSU of State Government or any Government Agency. In case of PPP Project only, certificate issued by independent Engineer and countersigned by Employer will only be considered.
2. Substantial completed means 90% and above financial achievement and fulfilment of the intended purpose of the Project.
3. In case of specific Construction Experience, if the work has been done in JV, the experience will be calculated in proportion of the stake of the firm in that particular JV (JV agreement of the particular project to be enclosed clearly mention the stake).

**Form EXP - 2: Construction Experience in Key Activities**

Fill out one (1) form per contract.

Each Bidder must fill out this form.

If complied by Specialist Subcontractor, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: N/A

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Contract with Similar Key Activities		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	US\$ INR Exchange Rate	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount (in INR & US\$) Exchange Rate
Employer's name Address Telephone number Fax number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		
Earthwork/Subgrade - 6,02,155 CUM Subbase/Base course (Granular Sub Base/ Wet Mix Macadam) - 1,75,660 CUM Concrete work - 9,750 CUM Bituminous Work (Dense Bituminous Macadam/Bituminous Concrete )- - 36,542 CUM ROB' having Composite design and Construction with Steel Girder of minimum span length of 30 m - 2 Nos.		

**Note:** In support of the above, the bidder has to submit the copy of Certificate issued by the Principal Employer.

## Schedules

### Schedule of Payment Currencies

For .....insert name of Section of the Works .....

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
<b>BID PRICE</b>				

**Note**

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.



**Tables of Adjustment Data (Not Applicable)**

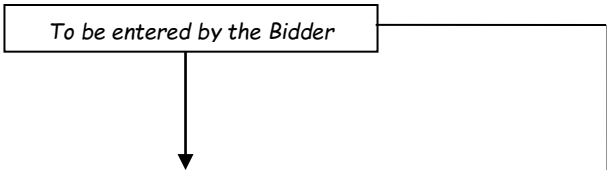


Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: 0.15 _____ B: _____ C: _____ D: _____ E: _____
<b>Total</b>					<b>1.00</b>

Table B - Foreign Currency (Not Applicable)

**Name of Currency:** .....

*[Insert name of currency. If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]*

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: 0.15 _____ B: _____ C: _____ D: _____ E: _____
<b>Total</b>						<b>1.00</b>

**Notes -**

As per GCC 1.1.3.1, "Base Date" means the date 28 days prior to the latest date for submission of the bid.  
Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

## Bill of Quantities

(Please refer clause 11.3 of Section 1 "ITB". The Bill of Quantities is being given in a separate volume "Volume-2 Section 4 (b)")

The bid price shall be inclusive of all Environmental, Health and Safety management and compliance cost in relation to COVID-19 prevention and controls and be aligned with guidelines on COVID-19 prevention and controls, as well as workplace safety requirements in accordance with World Health Organization 2020.

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