

GUIDANCE ON INTERPRETATION OF RESPONSIVENESS for Civil Works Bid Evaluation

No.	Issue	Outcome		Additional Advice
		Reject	Accept	
1a.	No. of copies of Bid less than required – original bid not included	√		<i>This is a material deviation (ITB Clause 20.1 and 29.2) This is a case where there is no valid bid, and this is reason to reject it.</i>
1b.	No. of copies of Bid less than required – original bid included		√	<i>Not a material deviation (ITB Clause 29.2)</i>
2	Pay Item is not shown or shown but with no unit rate or zero unit rate.		√	ITB 14.2 : “The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price shall be deemed covered by the rates for other items and prices in the BoQ”; <i>no adjustment is to be made to the Bid Price.</i> <i>Failure to agree result in, rejection of bid and forfeiture of bid security (ITB Clause 30.3)</i>
3	Wrong quantities used in Bid.		√	<i>Quantities shown in bid shall be corrected and bidder requested in writing to agree to correction. Failure to agree result in, rejection of bid and forfeiture of bid security (ITB Clause 30.3)</i>
4a.	Bidder fails to submit one or more of the Forms 1 to 16 marked * in Appendix 8 of Bid Document, Section IV	√		<i>Non-responsive; the forms marked * in Appendix 8 of Bid Document are mandatory</i>
4b.	Bidder fails to complete in full one or more of the Forms 1 to 16 listed in Appendix 8 of Bid Document, Section IV		√	<i>The evaluation shall be completed on the basis of the data provided in the form. Not a material deviation (ITB Clause 30.1)</i>
4c.	Bidder fails to attach support documents requested in the Qualification Information Forms of Section IV, e.g. evidence of access to equipment such as lease or ownership documents.		√	<i>The Bidder shall be requested in writing to provide this missing information. If the Bidder fails to submit, the evaluation shall be completed on the basis of the support data provided. This is not a material deviation (ITB Clause 30.2)</i>
5.	Bidder fails to submit all or part of list of selected pay items and price analysis		√	<i>The Bidder shall be requested in writing to provide this missing information. This is not a material deviation (ITB Clause 30.2)</i>
6.	Bidder fails to submit all or part of information on site organization, work method statement, or time schedules		√	<i>The Bidder shall be requested in writing to provide this missing information. This is not a material deviation (ITB Clause 30.2)</i>
7.	A copy of the JV or Association Agreement or Letter of Intent to form a JV or Association not submitted	√		<i>Non-responsive; the forms marked * in Appendix 8 of Bid Document are mandatory</i>

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8a.	Wording of Bidder's Form of Bid substantially different to the form provided in Section IV of Bid Document,	√		<i>This is a material deviation (ITB Clause 29.4). Examples of substantially different include:</i> <ul style="list-style-type: none"> ▪ No signature on bid ▪ Identification No. and Contract Package Description wrong. ▪ Clause added that change the requirements of the bid ▪ Clause confirming that the bid complies with bid validity and did security omitted ▪ No price included ▪ Clause agreeing to execute in accordance with GCC omitted
8b.	Wording of Bidder's Form of Bid different but not substantially different to the form provided in Section IV of Bid Document,		√	<i>This is not a material deviation (ITB Clause 30.1). Examples of differences that are not substantially different include:</i> <ul style="list-style-type: none"> ▪ Spelling and grammar mistake ▪ Address of Bidder not included ▪ Other clauses or requirements omitted (other than as mentioned in 8a. omitted)
9a.	Bidder does not initial all changes made to substantial part of Contractor's Bid and unit price in the Bill of quantity	√		<i>This is a material deviation (ITB Clause 20.3).</i>
9b.	Bidder does not initial all changes made to non substantial part of Contractor's Bid and Forms 1 to 10 as required in Section IV, Qualification Information		√	<i>This is not a material deviation (ITB Clause 30.1).</i>
9c.	Bidder does not initial all changes made to remaining sections of Bid not indicated in Item 9a. above		√	<i>This is not a material deviation (ITB Clause 30.1).</i>
10a.	Bidder fails to submit Bid Security or submit only copy of Bid Security or submit Bid Security in a separate envelope	√		<i>This is a material deviation (ITB Clause 19.3).</i>
10b.	Bid Security Validity Period less than that specified in the bid document	√		<i>Bid Security is not substantially responsive (ITB Clause 19.3)</i> <i>Notes: This is on government call, Bank will have no objection.</i>
10c.	Bid Security wording different to examples given in bid document where the different words do materially change the meaning as shown in examples and protection of government to encash guarantee is not limited	√		<i>Bid Security is not substantially responsive (ITB Clause 19.3)</i> <i>Notes: This is on government call, Bank will have no objection.</i>
10d.	Bid Security wording different to examples given in bid document where the different words do not materially change the meaning as shown in examples and protection of government to encash guarantee is not limited		√	<i>Bid Security is substantially responsive (ITB Clause 19.3)</i>

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10e.	Bid Security amount less than that required in BDS	√		<i>Bid Security is not substantially responsive (ITB Clause 19.3) Notes: This is on government call, Bank will have no objection.</i>
11	Bid is received late	√		<i>ITB 23.1</i>
12	Envelope for bid is incorrectly marked		√	<i>This is not a material deviation (ITB Clause 29.2).</i>
13	Wrong description of pay item number on Bill of Quantity		√	<i>Provided the Procurement Committee is satisfied that the BoQ is from the correct Bid Document and there are other indications that this is the correct bid document. This is not a material deviation (ITB Clause 29.2)</i>
14a	Ownership of two bidders is same, with same directors, or with same family members in ICB Bid.	√		<i>This is a material deviation (ITB Clause 4.3)</i>
14b.	Ownership of two bidders is same, with same directors, or with same family members in NCB Bid.	√		<i>This is a requirement from Keppres 80/2003. This applies only if BDS has been modified to include this requirement. This is then a material deviation (ITB Clause 27.3)</i>
15a.	Contractor submits bid but fails to attach company seal in ICB Bid.		√	<i>This is not a material deviation (ITB Clause 29.2) The use of this requirement is not permitted for ICB contract.</i>
15b.	Contractor submits bid but fails to attach company seal in NCB Bid.	√		<i>This is a requirement from Keppres 80/2003. This applies only if BDS has been modified to include this requirement. This is then a material deviation (ITB Clause 27.3)</i>
16a.	Contractor submits bid but fails to attach Rp. Stamp in ICB Bid.		√	<i>This is not a material deviation (ITB Clause 29.2) The use of this requirement is not permitted for ICB contract.</i>
16b.	Contractor submits bid but fails to attach Rp. stamp in NCB Bid.	√		<i>This is a requirement from Keppres 80/2003. This applies only if BDS has been modified to include this requirement. This is then a material deviation (ITB Clause 27.3)</i>
17.	Contractors have been blacklisted by DGH or debarred by the World Bank, or by other Donors	√	√	<i>Propose to AusAID to disqualify any of the three bidders being post-qualified if found to be on any blacklist, and provide all relevant information. If AsuAID agrees, the outcome is Reject. If AusAID disagrees, the outcome is Accept.</i>