



**GUIDANCE NOTE ON BID EVALUATION FOR GOODS,  
WORKS AND NON-CONSULTING SERVICES**

June 2021

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Prepared by The Caribbean Development Bank



## COMMON ABBREVIATIONS AND DEFINED TERMS

Common abbreviations and defined terms that are used in these Guidelines. Defined terms are written using capital letters.

Abbreviation / term	Full terminology / definition
<b>Bid</b>	An offer, by a Bidder, in response to a Request for Bids, to provide the required Goods, and/or Works and/or related services.
<b>Bidder</b>	A Firm that submits a Bid for the provision of Goods and/or Works and/or related Services.
<b>BER</b>	Bid Evaluation Report
<b>BMCs</b>	Borrowing Member Countries
<b>BoQ</b>	Bill of Quantities
<b>CDB</b>	Caribbean Development Bank
<b>Consulting Services</b>	Intellectual services delivered by a Consulting Firm or an Individual Consultant. Consulting Services are normally of a professional, expert, or advisory nature.
<b>CV</b>	Curriculum Vitae
<b>e-procurement</b>	Electronic procurement
<b>Firm</b>	Any eligible private, public or government-owned legal entity, or any combination thereof, that intends to enter into an agreement or is bound by an existing agreement in the form of a Joint Venture, consortium or Association, for-profit or not, that provides Goods, Works, or Services.
<b>Goods</b>	A category of Procurement that includes, for example: consumables, equipment, machinery, vehicles commodities, raw materials, or industrial plant. The term may also include related services, such as: transportation, insurance, installation, commissioning, training, or initial maintenance.
<b>GN</b>	Guidance Note
<b>JV</b>	Joint Venture
<b>MAF</b>	Manufacturer's Authorisation Form
<b>Non-Consulting Services</b>	Services which are not Consulting Services. Non-Consulting Services are normally Bid and contracted based on performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include drilling, aerial photography, satellite imagery, mapping, and similar operations.
<b>Procurement Plan</b>	The Recipient's Procurement Plan for a CDB financed Project, as detailed in Paragraphs 5.09 – 5.14 of the Procedures.

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Abbreviation / term	Full terminology / definition
<b>Procurement Strategy</b>	The project-level document that describes how the procurement will deliver the intended development objectives and provide value for money through the application of CDB's core procurement principles.
<b>Standard Procurement Document</b>	Standard Procurement Documents, published by CDB from time to time, including procurement notices, pre-qualification documents, bidding and Request for Proposal documents and contract forms for Goods, Works and Services for use on CDB-financed Projects.
<b>Terminal Disbursement Date</b>	Final date when disbursements can be made under a project.
<b>USD</b>	United States Dollars
<b>Works</b>	A category of Procurement that refers to construction, repair, rehabilitation, demolition, restoration, maintenance of civil work structures, and related services such as transportation, insurance, installation, commissioning, and training.
<b>XCD</b>	<a href="#">Eastern Caribbean Dollars</a>



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## SECTION 1 – INTRODUCTION AND BACKGROUND

### Overview

This Guidance Note (GN) is written in accordance with the Caribbean Development Bank's (CDB) Procurement Policy for Projects Financed by CDB (November 2019), Procurement Procedures for Projects Financed by CDB (January 2021) and Bid Evaluation Report (BER) template for the Procurement of Goods or Works.

### Purpose of this Guidance Note

This GN provides guidance on the process of Bid evaluation for the procurement of Goods, Works and Non-consulting Services conducted in accordance with the above-mentioned Policy and Procedures; it does not address the evaluation of proposals for Consulting Services.

The GN complements but does not supersede CDB's BER template for the procurement of Goods and Works, which, is expected to be used by all CDB's Borrowing Member Countries (BMCs). Use of this GN is not mandatory. Rather, it is intended to offer guidance to BMCs on the steps to follow when evaluating Bids and on dealing with commonly encountered issues that arise in undertaking the evaluation of Bids.

As such, the guidance and examples cited in this GN do not carry the force of precedent and should not, therefore, be treated as binding rules.

Some decisions on how to treat a particular deviation in a Bid will invariably be made in a consistent manner in all cases: for example, an unsigned Form of Bid should always be treated as a major deviation, resulting in the rejection of the Bid. This is because the absence of an authorised signature on the Form of Bid indicates that the Bidder is not bound by the Bid, thus rendering the Bid incapable of being accepted by the purchaser.

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However, other types of deviation are not so clear-cut and require careful judgement. How they are treated in a particular evaluation will depend on the specific circumstances of the procurement, on other aspects of the Bid under consideration and, in some cases, on the presence or absence of other responsive Bids. It is possible that the same deviation may be treated differently in different procurement processes, depending on a number of variables and the judgement of the evaluators, and that both such decisions may be consistent with the Policy and Procedures.

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## SECTION 2 – BID OPENING

### The Importance of the Public Opening of Bids

Holding a public opening of Bids is an essential element of transparency in public procurement, as it allows Bidders and the general public who attend to know which Bidders have submitted a Bid and the price of each Bid at the time of submission, as written in the Form of Bid.

The corrected, evaluated price of a Bid, as adjusted during the process of evaluation, and the price of the contract at the stage of contract signature may differ from the price of the Bid as written in the Form of Bid and read out at the public Bid opening, for reasons which are explained in this GN. However, all such variances are required to be made in a predictable, transparent manner, in strict accordance with the Bid evaluation criteria defined in the bidding documents and recorded in the BER.

It is an essential element of transparency that the purchaser should be able to explain and account for all adjustments made between the read-out Bid price and the price of the signed contract, given that the purchaser is required to publish a Notice of Intention to Award (in the case that a standstill period applies<sup>1</sup>) and a Contract Award Notice<sup>2</sup>, so that both prices will be in the public domain and may be challenged, for example by the submission of complaint by an interested party. The first link of this chain of transparency in the Bid evaluation process is the public opening of Bids.

Missteps made during the public Bid opening invariably directly affect Bid evaluation. Some such missteps can prove fatal to the entire procurement process in that, once they have occurred, they cannot be corrected after the fact and will necessitate the cancellation of the procurement process and re-Bidding. If there is insufficient [project](#) implementation time left until the Terminal Disbursement Date of the project, such a misstep may result in the loss of the contract from the project.

Such missteps may include:

- failure to provide timely, accurate information to Bidders about the time and location of the public Bid opening, thus causing one or more Bidders to be prevented from exercising their right to attend the public Bid opening<sup>3</sup>;
- failure to open and read out a Bid that has been duly submitted;
- opening a Bid before the deadline for submission of Bids has passed;
- opening a Bid that has been submitted late;
- disclosing information about the contents of a Bid that should not be disclosed during the public Bid opening;
- failure to disclose information about a Bid that is required to be publicly disclosed at the public Bid opening;

<sup>1</sup> See the Procedures, paragraph 6.90.

<sup>2</sup> See the Procedures, paragraph 6.96.

<sup>3</sup> See the Procedures paragraph 6.40.

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- discussing the merits or demerits of a Bid at the public Bid opening;
- rejecting a Bid at the public Bid opening, other than a late Bid; or
- incorrectly recording information about a Bid, such as the Bid price, in the Record of Public Bid Opening.

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Any one of these missteps may result in the cancellation of the entire procurement process and precipitate re-Bidding. In the case of a procurement process that is subject to prior review, CDB's no-objection shall be obtained before rejecting all Bids and soliciting new Bids.<sup>4</sup>

### Categories of Information to be read out at Public Bid Opening

This guidance is based on a single-stage, one-envelope procurement process, which represents the majority of procurements for Goods and Works financed by CDB.

At the public Bid opening, the following categories of information should be read out for each Bid that has been submitted by the Bid submission deadline and opened:

- The name of the Bidder. Care should be taken to read out the name of the Bidder correctly and in full, as written in the Form of Bid. In the case where the Bidder is a joint venture (JV) of two or more firms, the names of all parties to the JV shall be similarly read out.
- The total Bid price as written on the Form of Bid, including the currency or currencies in which the Bid price is expressed; where the price of a Bid is expressed in multiple currencies (Bid prices may be expressed in up to four currencies: local and three foreign currencies<sup>5</sup>), the price in each currency shall be read out and recorded in the Record of Public Bid Opening.
- The presence and amount, including the currency/ies, of a discount to the Bid price, provided such discount has been submitted before the deadline for submission of Bids. As a Bid discount often takes the form of a letter contained in a separate envelope from the envelope in which the Bid itself is contained, the Bid opening committee should take special care to ensure that any such letter of discount is found and read out at the public Bid opening, again provided it has been submitted before the deadline for the submission of Bids. Any discount that is not read out at the public Bid opening shall not be considered in the evaluation of Bids.
- The presence of an alternative Bid, if such has been invited or permitted by the Bidding documents and has been submitted before the deadline for submission of Bids.

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<sup>4</sup> See the Procedures, paragraph 6.60.

<sup>5</sup> See the Procedures, paragraph 6.31.

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- The presence, amount and currency of a Bid security, if such is required by the Bidding documents.
- The presence of a Bid securing declaration if such is permitted by the Bidding documents.
- The presence of a modification of Bid, provided it has been submitted before the deadline for submission of Bids.
- The presence of a Bid withdrawal letter provided such has been submitted before the deadline for submission of Bids.

### Content of the Record of Public Bid Opening

The Record of Public Bid Opening shall include, as a minimum, the following categories of information:

- Name of the project;
- Name and reference number of the procurement, as per the Procurement Plan;
- Time, date and location of the public Bid opening;
- Name and Country of registration of each Bidder who submitted a Bid;
- Name and signature of the representative of each Bidder who attended the public Bid opening;
- Currency(ies) and price of each Bid submitted; where Bids are invited on the basis of lots, the Bid price and currency(ies) of each Bid for each lot should be similarly read out;
- Amount, currency(ies) or percentage of each discount submitted by each Bidder by the deadline for submission of Bids;
- The presence of a Bid withdrawal letter submitted by the deadline for submission of Bids and the name of the Bidder that submitted it;
- The presence of a modification of Bid submitted by the deadline for submission of Bids and the name of the Bidder that submitted it;
- The countersignature of the representative of each Bidder who attended against their read-out Bid price, as entered by the Bid Opening Committee in the Record of Public Bid Opening, indicating that their Bid price has been correctly read out and recorded;

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- Name, job title and signature of each member of the Bid opening committee; and
- Time of closure of the public Bid opening.

The Procedures require that the Record of Public Bid Opening shall be promptly sent to all Bidders who submitted a Bid by the Bid submission deadline and, where the procurement process is subject to prior review, to CDB.<sup>6</sup>

Where the purchaser uses an electronic procurement (e-procurement) system in the conduct of the procurement process, including the submission and opening of Bids, it shall provide for the use of such e-procurement system in the Bidding documents and shall ensure that CDB is satisfied with the adequacy of the system, including *inter alia* its accessibility, security and integrity, confidentiality, and audit trail features.<sup>7</sup> An e-procurement system used in the procurement of CDB-financed contracts shall maintain the integrity, confidentiality and authenticity of Bids submitted and shall use an electronic signature system or equivalent to keep Bidders bound to its Bids.

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See Annex I for a Sample Record of Public Bid Opening.

Where a Bid is not opened at the public Bid opening, no information about that Bid shall be publicly disclosed and the Bid shall not be accepted for evaluation; rather, the Bid shall be returned unopened to the Bidder.

It is imperative that, during the public opening of Bids, no decision shall be made about the responsiveness of any Bid, nor should any impression be conveyed or implied to those attending the public Bid opening as to whether a Bid is responsive or non-responsive. This is required because the process of Bid evaluation is usually a complex one, wherein decisions on the responsiveness of a Bid require careful deliberation, fine judgement and consultations with specialists in disciplines related to the subject matter of the procurement, such as engineering or law. The full contents of a Bid and their implications for the purchaser's determination of its substantial responsiveness cannot be taken in during a public Bid opening but must await the Bid evaluation process itself. For that reason, it is impossible to reach a determination as to the responsiveness of a Bid during the public Bid opening and no such determination should be attempted.

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It is also essential that no member of the Bid opening committee or other representative of the purchaser should enter into discussion with representatives of any Bidder during or after the public opening of Bids. This is imperative to maintain the transparency of the public opening of Bids and to avoid creating an impression that a Bidder may be given access to information that has not been disclosed to all Bidders or may have influence over one or more of the officials involved in conducting the public Bid opening or Bid evaluation.

<sup>6</sup> See the Procedures, paragraph 6.40.

<sup>7</sup> See the Procedures, paragraph 6.05.

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Throughout the procurement process, the general principle applies that the same information shall be provided equally and simultaneously to all Bidders. This is an essential requirement in fulfilling the principles of equality, fairness and transparency, as defined in the CDB's core procurement principles.<sup>8</sup>

Equally, all communications between the purchaser and the Bidders, from the time of the conclusion of the public Bid opening until the publication of the Contract Award Notice, shall be conducted at arm's length and in writing. To safeguard the transparency of the Bid evaluation process, no interactions with Bidders in person or by telephone or other media are permitted, other than official correspondence required for the process of Bid evaluation, such as clarification of Bids, which shall be conducted in writing in accordance with the procedures laid out in the Bidding documents and explained further below.

From the time the Bids are opened until the conclusion of the evaluation process, all Bids shall be suitably secured and not shared or made available to parties other than those formally tasked with undertaking the Bid evaluation.

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<sup>8</sup> See the Policy, Section 3.1 (e) and (f).

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## SECTION 3 – ORDER OF STAGES IN BID EVALUATION

The following is the correct order of stages in which the process of Bid evaluation shall be conducted.

### (a) Preliminary Examination

- Verification;
- Eligibility;
- Bid Security or Bid Securing Declaration;
- Completeness of Bid;
- Substantial Responsiveness; and
- Acceptance for Detailed Evaluation.

### (b) Detailed Evaluation

- Corrections and Unconditional Discounts;
- Conversion of Bid Prices to a Single Currency (Multiple or Single Currencies);
- Additions, Adjustments and Priced Deviations; and
- Regional Preference for Goods Manufactured in BMCs and Regional Preference for Works for Contractors from BMCs.

### (c) Proposed Contract Award

It is imperative that all steps in the evaluation process should be conducted sequentially in the stated order. Doing otherwise risks arriving at an incorrect proposed contract award.

For example, failure to reject a Bid which is determined, at the stage of preliminary examination, to contain a major deviation and which should, therefore, be rejected as nonresponsive at that stage, risks allowing a nonresponsive Bid to continue to the later stages of the evaluation and to be proposed for the award of contract. Equally, incorrectly rejecting a Bid containing a minor deviation, either during preliminary examination or detailed evaluation, is also problematic. Either circumstance may result in an award of contract that is inconsistent with CDB's Procurement Procedures and, in such a case, CDB would be unable to finance the resulting contract.

Next, the GN examines [each of](#) the stages to be undertaken and the key decisions to be made at each stage.

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## Preliminary Examination

During the preliminary evaluation of Bids, the following steps shall be conducted in the order listed below.

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## Verification

At the stage of verification, the following actions should be taken and relevant aspects of the Bid should be checked for correctness and completeness.

- The Form of Bid is signed by an authorised signatory of the Bidder and a Power of Attorney to sign, if required, is provided as part of the Bid and is signed by an authorised officer, such as a Company Director, to bind the Bidder to the Bid. An unsigned or improperly signed Bid Form is invariably a major deviation as it does not bind the Bidder to the Bid. Therefore, it requires the rejection of the Bid.
- If the Bidder is a JV, the Form of Bid is in the name of the JV (that is, all the parties to the JV) or, if the lead partner in the JV has signed the Bid on behalf of the JV, that the Bid includes acceptable documentation evidencing that the junior partners of the JV have authorised the lead partner to sign the Form of Bid on their behalf, binding them to the Bid.
- In the case of Bid submitted by a JV, the Joint Venture Agreement (JVA) or letter of intent to enter into a JVA, if awarded the contract, between the parties to the JV should be submitted as part of the Bid.
- The Bid comprises all required forms, duly completed, and supporting documents, in accordance with the Documents Comprising the Bid provisions of the Instructions to Bidders section of the Bidding document.
- The Bid is valid for the period of time required in the Bidding documents. A Bid with a validity which is shorter than the minimum period of time required by the Bidding documents, limits the purchaser's rights in the conduct of the procurement process. Also, acceptance of a Bid with a short validity would unfairly disadvantage other Bidders who have submitted Bids which offer the correct period of validity.
- Where the Bidder is not the manufacturer of the Goods offered in the Bid, the Bid contains a correctly completed Manufacturer's Authorisation Form (MAF) for those items for which the Bidding documents specify that a MAF is required.

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### Eligibility

The purchaser should check that the Bidder, including all parties to a JV, is a national or juridic entity from an eligible source country as defined in the Procedures<sup>9</sup> and the Financing Agreement for the project. Sub-contractors are not included in the determination of the eligibility of a Bidder. A Bid that is submitted by an ineligible Bidder shall be rejected.

### Bid Security or Bid Securing Declaration

The Bid contains a Bid security or Bid securing declaration, as required by the Bidding documents. In the case of a Bid security, the purchaser should determine that the form of Bid security is substantially in conformance with the form prescribed in the Bidding document<sup>10</sup> and that it is issued by a reputable bank or financial institution. A Bid security which introduces unacceptable conditions of encashment that would limit the purchaser's right to encash the security would normally be considered nonresponsive and require the rejection of the Bid. In the case of a Bid submitted by a JV, the Bid security shall be in the name of the JV (that is, all the parties to the JV); a mismatch between the name of the Bidder as stated on the Form of Bid and the name of the Bidder as stated on the Bid security is a major deviation that requires the rejection of the Bid because the Bid security does not bind the Bidder to the Bid, given that the two documents are in different names. If there is any doubt as to the authenticity of the Bid security, it should be checked with the issuing bank.

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### Completeness of Bid

Bidders are normally required to offer all items that the purchaser has specified in the Bidding documents and to offer 100% of the quantities of each item specified. A Bid that does not offer to supply all items specified in the Bidding documents and/or that offers only partial quantities of some or all items shall normally be evaluated as non-responsive and rejected.

However, in some cases, such as the case where the Bidding documents require large quantities of many items, where none of the submitted Bids offers full quantities of all items, the purchaser may decide to evaluate the Bids and award contracts on an item-by-item or lot-by-lot basis (where Goods are divided into lots) and to award contracts on the basis of the lowest overall cost to the purchaser of all Goods. If there remain some Goods that have not been offered by any of the Bidder, these cannot be procured under that particular procurement process. In such an instance, the purchaser may arrange to procure them by means of a new procurement process.

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In the procurement of Works, the price of an item not priced by a Bidder in its Bid is assumed to be included in the prices for closely related items; no adjustment to the price of the Bid is required to be made in such a case and the Bidder, if recommended for

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<sup>9</sup> See the Procedures, Annex 1.

<sup>10</sup> See the Procedures paragraph 6.25.



award of contract, shall be required to accept that its total Bid price includes all items offered in its Bid, including items that it did not price individually in the Bid.

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It is common for a Bid to be missing minor administrative documentation, the absence of which may not affect its overall completeness or substantial responsiveness.

Evaluating the materiality of a documentary omission should be judged with reference to the overriding principle that, “The Bidder shall not be permitted to correct or withdraw materials deviations, reservations or omissions once Bids have been opened”.<sup>11</sup> It is evident that permitting a Bidder to submit a Bid security after the public bid opening when none was present in the Bid as submitted and opened during the public Bid opening, would violate this principle, as it would allow the Bidder to remedy a major deviation in its Bid after it had been opened.

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Other documentary omissions, however, may not be material. The guiding principle in handling such cases is that, if requested by the purchaser to provide a missing document after the Bid has been opened, the Bidder should not be granted any material advantage from such a request.

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For example, where the Bidding documents require a Bidder to submit its past three years of audited financial statements as part of its Bid, but such statements are missing from the Bid as submitted, the purchaser may decide to request the Bidder to submit these statements within a limited period of time, such as 48 hours from transmittal of the purchaser’s request. In such a case, the Bidder gains no advantage from being afforded an additional 48 hours to submit the missing documentation, as it would be impossible for the Bidder to produce three years of audited financial statements within 48 hours of the purchaser’s request. If the Bidder has the financial statements in its possession, it may be assumed to be a clerical error that they did not include them in its Bid as submitted. However, if the Bidder is unable to submit the required audited financial statements within the permitted time, the purchaser may conclude that the Bidder does not possess such statements or is unwilling to provide them and reject the Bid following the Bidder’s failure to submit them in response to the purchaser’s request.

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A similar approach may be adopted to minor omissions from Bids for civil Works contracts where, for example, a Bidder has neglected to submit a curriculum vitae (CV) for a position in a multi-member team of Key Personnel or has not specified a piece of plant or equipment among a range of many items of construction equipment that a Bidder is required to offer to prove its qualifications to perform the works. Where such personnel are available in the purchaser’s country or where the missing piece of equipment may be easily hired from a local plant hire facility, the purchaser may request the Bidder to provide the missing CV or piece of equipment with a similarly short turnaround time (48 to 72 hours) to provide a suitable response. Failure to do so would result in the rejection of the Bidder’s Bid.

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<sup>11</sup> See the Procedures, paragraph 6.47

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However, this approach to remedying such deviations may not be appropriate in all circumstances. Where, for example, the piece of construction equipment that a Bidder has omitted to offer in its Bid is specialised – such as a high-capacity static overhead construction crane or a specialised tunnel-boring machine – and these are not readily available in the purchaser’s country, requesting a Bidder to offer such equipment after its Bid has already been opened may constitute allowing the Bidder to fix a major deviation in its Bid after submission. Especially where one or more other Bidders have offered the specialised equipment in their Bid(s), the failure of a Bidder to offer it may be evaluated as a major deviation.

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### **Substantial Responsiveness**

Few Bids are perfect in every detail; most have imperfections, errors, omissions or other forms of deviation from the requirements of the Bidding documents, which the purchaser is required to evaluate as part of the process of evaluating the Bid.

Some deviations are minor, others major. The key difference between a major deviation and a minor one, in terms of how they are treated in evaluation, is that a minor deviation may be evaluated and need not result in the rejection of the Bid, which may still be evaluated as substantially responsive to the requirements of the Bidding documents and accepted for detailed evaluation.

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By contrast, a major deviation requires that the Bid be evaluated as substantially nonresponsive to the requirements of the Bidding documents and that it shall be rejected. A major deviation cannot be evaluated.

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Deviations, either minor or major, may occur at any stage of the Bid evaluation process. Each one requires the purchaser to determine whether it is minor or major at the appropriate stage and treat it accordingly.

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At any stage of the evaluation process, a determination that an identified deviation is major requires that the Bid shall be rejected at that stage and not be considered further in the evaluation. One of the most common errors in Bid evaluation is that a Bid that has been evaluated as containing a major deviation at a given stage of evaluation is allowed to proceed to subsequent stages of evaluation. This is an erroneous approach which can result in the wrong Bid being recommended for award of contract, given that a nonresponsive Bid may be allowed to continue through to the stage at which the recommendation for award is made, even though it should have been rejected earlier in the process.

Some deviations are self-evidently major, thus making a decision to reject the Bid quite straightforward; examples of such major deviations are provided throughout this GN. They include:

- refusal to accept the law of the purchaser’s country as the law applicable to the contract;

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- requesting that a price adjustment clause be included in the contract, where the Bidding documents require that Bids shall be submitted on the basis of fixed prices;
- failure to respond to essential specifications of the purchaser's Schedule of Requirements and technical specifications and instead offering Goods of a different design that do not provide substantial equivalence in critical performance parameters to the purchaser's requirements;
- subcontracting in a substantially different manner or amount than is permitted by the Bidding documents;
- refusal to bear important contractual responsibilities or liabilities as allocated to the supplier or contractor by the Bidding documents, such as warranty obligations, functional guarantees or insurance coverage;
- refusal to comply with critical provisions in response of such items as taxes and duties or dispute resolution procedures; or
- participating in another Bidder's Bid, where such is prohibited by the Bidding documents.

Other deviations require careful consideration by the Evaluation Committee [on a case-by-case basis](#).

Some deviations may be evaluated as minor in one circumstance but major in another. For example, in a tender for the procurement of Goods for a large quantity of office equipment, a missing MAF may be evaluated as minor if the missing MAF refers to a small-value, off-the-shelf item whose value constitutes a small percentage of the total value of the tender. By contrast, in a tender for the civil works for the construction of a dam, where a Bid is missing an MAF for a turbine, such a deviation would invariably be evaluated as major, as it is essential that a Bidder, where it is not the manufacturer, should be [duly](#) authorised by the manufacturer of the turbine to offer it for sale in the purchaser's country and to bind the manufacturer to the warranty. Along the continuum that runs between these two rather extreme examples, there are many types of deviations that require the purchaser to exercise fine judgment to determine whether they are minor or major.

In the case of a contract that is subject to prior review by CDB, where a deviation is evaluated as major, the purchaser shall include in the BER submitted for CDB's review a written account of its determination, explaining the nature of the deviation and the purchaser's reasoning in evaluating the deviation as major. Such explanation may be contained either in a footnote appended to the Table of the BER template relating to the stage in the evaluation process at which the deviation is identified or in the textual part of the BER. If appropriate, a copy of the relevant page(s) of the Bid may be included as an annex to the BER.

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See Annex III for a simplified Sample BER and recommendation for award of contract, completed in accordance with CDB's template.

### **Acceptance for Detailed Evaluation**

A Bid shall be rejected if it is found to contain a major deviation at any stage of Preliminary Examination. Only Bids that have been found to be substantially responsive during Preliminary Examination shall be allowed to proceed to the stage of detailed evaluation. In this respect, Preliminary Examination is an essential filter that serves to ensure that Bids that contain major deviations or that are not substantially complete cannot proceed to detailed evaluation and, therefore, cannot be awarded the contract.

One of the most commonly observed errors made by BMCs in Bid evaluation is that a Bid containing a major deviation that has been identified at the stage of preliminary examination is nonetheless accepted for detailed evaluation.

### **Detailed Evaluation**

#### **Corrections and Unconditional Discounts**

Discounts should be calculated in the currency in which they are priced by the Bidder in its Bid - that is, before Bid prices are converted to a single currency for comparison purposes - as a Bidder's ability to offer a discount may be related to currency factors in the way they have priced its Bid.

An unconditional discount is one that is offered by the Bidder by the deadline for submission of Bids (see section on public bid opening above) and, as noted above, it may be considered in evaluation only if it has been read out at the public Bid opening. An unconditional discount may be expressed either as a finite amount or as a percentage of the total or a part of the Bid price.

While an unconditional discount offered at the last minute – that is, shortly before the expiry of the deadline for submission of Bids – may seem like gamesmanship or sharp practice on the part of the Bidder, it is a normal part of the dynamic of competitive Bidding and, provided the discount is submitted by the deadline and read out at the public Bid opening, the purchaser may avail of it and consider it in the evaluation of a Bidder's Bid. In some cases, a Bidder may have priced its Bid some time before the deadline for submission of Bids and it may be a commercial decision on its part to sharpen the pricing before the Bidding period expires.

A conditional discount is one whose acceptance by the purchaser is contingent upon other decisions that the purchaser shall make in the evaluation of Bids; it is common in multi-lot tenders and is usually conditional on the simultaneous award of more than one lot to the Bidder offering the conditional discount. For example, a Bidder may offer a discount on condition that he is awarded 2 lots and a larger discount if awarded three lots and so on; in economic terms, such volume-related discounts reflect the lower

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marginal cost to the Bidder of producing an additional unit of a particular good, works or service.

### **Conversion of Bid Prices to a Single Currency**

The Procedures require that Bidding documents “shall clearly state that Bidders/Proposers may state their prices in any fully convertible currency”<sup>12</sup> and that, “A Bidder/Proposer may express the Bid/Proposal price as a sum of amounts in different foreign currencies and they may do so provided the Bid/Proposal includes no more than three foreign currencies”<sup>13</sup>. This means that a Bid price may be expressed in a maximum of four currencies: up to three foreign currencies and the local currency of the purchaser’s country. To bring all the Bid prices to a common basis for comparison purposes, all the prices, in whichever currencies they are expressed, **shall** be converted to a single currency. The arrangements for making these conversions, including the source and date of the exchange rates to be applied, are required to be stipulated in the Bidding documents.

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In many cases, the purchaser may stipulate its national currency as the common currency to be used for the conversion of Bid prices and its national or central bank as the source institution of the exchange rates. In this case, care should be taken to ensure that the national bank regularly publishes exchange rates between the national currency and all the foreign currencies in which Bids are likely to be priced.

Approximating an exchange rate vicariously between a foreign currency and the local currency by converting **the foreign currency** through a third currency [for example, converting Japanese Yen into United States Dollars (USD), then USD into Eastern Caribbean Dollars (XCD)] is not an acceptable approach, as the result of such a calculation may not represent the true relationship in value between the two currencies.

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### **Additions, Adjustments and Priced Deviations**

#### **Missing Items**

A minor omission in a Bid may be compensated for by adding to the evaluated Bid price the estimated cost for remedying the omission by a process of interpolation. In the procurement of Goods, where an item is missing or unpriced in one Bid but offered and priced in other Bids, the price of the missing item may be estimated by taking either the average price or the highest price for that item from among the other responsive Bids submitted and adding the resultant amount as a notional adjustment to the price of the Bid from which the item is missing. The pricing approach to be taken (whether the average or the highest) in such circumstances **shall** be stipulated in the Bidding documents and cannot be applied where not provided for in the Bidding documents. Where the said Bid, after the notional adjustment has been made, is still the lowest evaluated Bid, the contract may still be awarded to that Bidder. While a Bidder cannot be required to supply an item that it has not offered in its Bid, the purchaser may

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<sup>12</sup> See the Procedures, paragraph 6.30.

<sup>13</sup> See the Procedures, paragraph 6.31.

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attempt to agree the inclusion of the missing item with the winning Bidder at the stage of award of contract; alternatively, the purchaser may procure the missing item under a new procurement process.

In the procurement of civil works, in the case of an admeasurement contract, the Bidder is required fill in rates and prices for all items of the works described in the Bill of Quantities (BoQ). Items offered by the Bidder in its BoQ against which no rate or price is entered shall be deemed to be covered by the rates for other items in the BoQ and will not be paid for separately by the Employer. An item not listed in the Bidder's priced BoQ shall be assumed to not be included in the Bid and, provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the same item quoted in substantially responsive Bids shall be added to the Bid price and the equivalent total cost of the Bid so determined shall be used for price comparison.<sup>14</sup>

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#### Alternative Delivery Schedule for Goods

For Goods, the purchaser has the option to specify a delivery time, usually expressed as a number of weeks - for example, 12 weeks - after the award of the contract by which the Bidder is required to undertake to deliver the Goods. In this case, a Bid which offers a later delivery time than that specified in the Bidding documents shall be evaluated as nonresponsive and rejected, as offering late delivery under bidding conditions where the purchaser has stipulated a firm delivery date is a major deviation. For this approach to be successful, the purchaser should have researched the current conditions of the supply market, for example in its Procurement Strategy, and be confident that Bidders will be able to deliver the Goods within the specified period. If they cannot, there is a risk that the procurement process may fail and not result in the award of a contract.

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Alternatively, the purchaser may specify a range of acceptable delivery times - for example, 12 to 24 weeks - in which case, it would penalise a Bid offering a delivery time later than 12 weeks by adding a notional adjustment to that Bid's price of, say, 1% of the Bid price for each week of delay after 12 weeks up to the maximum of 24 weeks. If, after addition of this notional adjustment, the Bid is still the lowest evaluated, the Bid may be recommended for award of contract but at the Bid price as stated in the Bid, not including the notional adjustment. This approach reflects Value for Money as it recognizes that, if the purchaser can afford to wait longer than its minimum specified delivery time for the Goods to be delivered, it may avail of the opportunity to pay a lower price than the price it would pay if it were to award the contract to a Bidder offering to deliver by the earliest delivery date within the acceptable range.

In the procurement of civil works, a Bid offering a later completion time than the time schedule for completion stipulated in the Bidding documents shall be considered as non-responsive and rejected. However, where a Bid offers an alternative construction

<sup>14</sup> See Standard Procurement Document: Procurement of Works (Post-qualification) January 2021; Part 1, Section I: Instructions to Bidders 14.2 or equivalent provision in other SPDs for Works.

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method, this method may be evaluated and, if found substantially responsive by the evaluators, the Bid may still be evaluated as substantially responsive.

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### Alternative Payment Terms

Where a supplier requests different - usually earlier - payment terms than those stipulated by the purchaser in the Bidding documents, the purchaser may make a notional adjustment to the Bidder's evaluated by price by calculating the interest, based on prevailing commercial bank interest rates, the Bidder would receive on any amounts paid to the Bidder in advance of the purchaser's stipulated payment schedule and add the calculated amount of that interest as a notional adjustment to the Bidder's Bid price.

### Clarification of Bids

Where a purchaser, in the process of evaluating a Bid, needs to seek clarification from the Bidder of its Bid, such clarification should be carefully handled in order to avoid unwittingly offering the Bidder an opportunity to change its Bid after submission. Given that the identities of the other Bidders and their Bid prices are in the public domain, there is a risk that the Bidder from whom clarification is sought may seek to influence the purchaser's interpretation of its Bid in order to manipulate the outcome of the evaluation process in its favour. Allowing him to do so would violate the requirement that, "The Bidder shall not be permitted to correct or withdraw material deviations, reservations or omissions once Bids have been opened".<sup>15</sup>

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In order to avoid the risk of violating this important provision, the purchaser must remain in control of the clarification process at all times by presenting the clarification to the Bidder as a closed question, rather than as an open one.

For example, where a Bid contains unclear or potentially contradictory provisions, the purchaser's request for clarification, as communicated to the Bidder, should not be in the form of a question such as, "Does your Bid mean A or B?" (open question). Rather, the purchaser's communication to the Bidder should read along the following lines, "The provisions of your Bid are unclear and may be interpreted as meaning A or B. In evaluating your Bid, we have determined that it means A. You are requested to confirm in writing by (deadline time and date) that you accept our determination that your Bid means A. Your refusal to do so or failure to respond to this request by the specified deadline may result in the rejection of your Bid" (closed question).

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In practice, requests for clarification of Bids should generally be limited to seeking the Bidder's written acceptance of the purchaser's correction of arithmetical errors found in the Bid. In doing so, no change in the price or substance of the Bid shall be sought, offered, or permitted, except to confirm the Bidder's acceptance of the correction of arithmetic errors. Any clarification or communication submitted by a Bidder that is not in direct response to the subject matter of the purchaser's clarification shall not be considered by the purchaser.

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<sup>15</sup> See the Procedures, paragraph 6.47.



Other than such straightforward clarifications as the correction of arithmetical errors, the purchaser should generally evaluate the Bid on its face, as written.

See Annex II: Sample Bid Clarification Letter.

### **Abnormally Low Bids**

For guidance on the treatment of abnormally low or seriously unbalanced Bids, Borrowers should refer to CDB's specialist Guidance Note on this subject, available in the Procurement Guidance Note section on CDB's website.<sup>16</sup>

### **Regional Preference for Goods Manufactured in the Borrowing Member Countries of CDB and Regional Preference for Works for Contractors from the Borrowing Member Countries of CDB**

Where the purchaser, in conducting procurement by open international competitive Bidding, applies a margin of regional preference for Goods manufactured in BMCs or for Works undertaken by contractors from BMCs, it may apply such margin of preference in accordance with the provisions of Annex 4 of the Procedures and the provisions on evaluation and qualification criteria stipulated in Section III of the applicable Standard Procurement Document.

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### **Proposed Contract Award**

In the Proposed Contract Award section of the BER, the name of the Bidder that is recommended for award of contract and the contract price at which the award is proposed to be made shall be specified.

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It is essential to ensure that the contract price is stated correctly, as this is the sum that CDB will agree to finance, subject to the procurement process having been otherwise conducted in a manner consistent with the Policy and Procedures.

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The proposed contract award price shall be the read-out Bid price, as recorded in the Record of Public Bid Opening, plus any arithmetical corrections or unconditional or conditional discounts, the latter only where the conditions for acceptable of the discount have been met.

The proposed contract price should also include any adjustments made for acceptable omissions or for variations in quantities, which should be calculated in accordance with the provisions of the Bidding documents regarding the purchaser's right to vary quantities at the time of award. Such quantity variations shall be made on a straight-line basis, using the unit prices for the items offered by the Bidder in its Bid.

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<sup>16</sup> See [www.caribank.org/work-with-us/procurement/resources](http://www.caribank.org/work-with-us/procurement/resources)

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Notional adjustments in the evaluated Bid price that have been made during evaluation shall not be included in the proposed contract award price.

#### **Assessment of Bidder's Qualifications Prior to Award of Contract**

It is important to keep in mind that there is a difference between the evaluation of a Bid and the assessment of the qualifications of the Bidder that submitted the Bid, should that Bidder be the one to whom the award of contract is proposed.

Bid evaluation deals only with the Bid. The assessment of the qualifications of the [recommended](#) Bidder is handled following a different process but is, nonetheless, an essential step to be taken before the award of the contract.

Where prequalification has been conducted before Bidding, all Bidders will have been found to be qualified before being invited to submit a Bid. However, the qualifications of the recommended Bidder should be rechecked before award of contract to ensure that it remains fully qualified to perform the contract, given that some time may have elapsed between prequalification and award.

In the absence of prequalification, post-qualification should be conducted to ensure that the Bidder proposed for contract award meets the qualifications requirements stipulated in the Bidding documents.

Post-qualification is conducted only on the Bidder that is proposed for award of the contract. Should the [recommended](#) Bidder fail post-qualification, its Bid shall be rejected, and the purchaser shall then conduct post-qualification on the second-lowest evaluated Bidder to determine if it is qualified to perform the contract and, if a positive determination is made, the purchaser shall propose award of contract to that Bidder. It is essential that the purchaser should ensure that all responsive Bids remain valid – if necessary, by requesting Bidders to extend the validity of their Bids and any related Bid securities – to provide adequate time for this process to be completed.

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## ANNEX I: SAMPLE RECORD OF PUBLIC BID OPENING

The following Bids were submitted by the Bid submission deadline of *(time)* on *(date)* and were opened and read out publicly at a public Bid opening starting at *(time)* and closing at *(time)* on *(date)* at *(full address, including room number, of location of public Bid opening<sup>1</sup>)*.

**Country:** \_\_\_\_\_ **Loan/Grant No.:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_  
**Purchaser:** \_\_\_\_\_ **Bid No.:** \_\_\_\_\_ **Bid Name:** \_\_\_\_\_  
**Time of Bid Opening:** \_\_\_\_\_ **Date of Bid Opening** \_\_\_\_\_ **Location of Bid Opening:** \_\_\_\_\_

Name and Country of Registration of Bidder <sup>2</sup>	Read-Out Bid Price and Currency(ies) <sup>3</sup>		Read-Out Discount		Total Bid Price and Currency(ies)	Bid Security Amount and Currency	Bid Securing Declaration (Y/N)	Signature of Bidder's Representative <sup>4</sup>
	Lot 1 <sup>5</sup>	Lot 2	Amount	%				

The following Bids were modified: *(Name and country of Bidder)*.<sup>6</sup>

The following Bids were withdrawn: *(Name and country of Bidder)*.<sup>7</sup>

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 Name, Designation and Signature<sup>8</sup>

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 Name, Designation and Signature

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 Name, Designation and Signature

<sup>1</sup> This information should be the same as specified in the Instruction of Bidders section of the bidding documents.

<sup>2</sup> In the case of a bidder that is a joint venture, the names of all the parties to the joint venture should be read out and recorded.

<sup>3</sup> Where a bidder submits an alternative bid, where invited by the bidding documents, the same information should be read out and recorded for the alternative bid.

<sup>4</sup> In the case of a bidder that is a joint venture, the representative of the member in charge should sign.

<sup>5</sup> Add columns for bids with multiple lots. Read out and record the information for each lot separately.

<sup>6</sup> Record the nature of the modification in the appropriate part of the table or in a text paragraph added to the Record of Public Bid Opening.

<sup>7</sup> A withdrawn bid should not be opened and no other information about it should be read out or recorded, other than the fact that it has been withdrawn.

<sup>8</sup> All members of the Bid Opening Committee to sign.

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**Attendance Sheet for Public Bid Opening**

<b>Name and Country of Registration of Bidder</b>	<b>Name of Representative (Printed)</b>	<b>Designation</b>	<b>Signature of Representative of Bidder</b>





## ANNEX II: SAMPLE BID CLARIFICATION LETTER

*(To be issued on the letterhead paper of the purchaser, signed by the official name in the Instructions to Bidders as the contact person for the procurement process. Check that ITB reference numbers used below align with those of the relevant standard Bidding document used)*

To: *[Insert name and address of Bidder. In case of a JV, insert name of the party in charge]*

Date:

Re. *[Insert ITB number and name of the Bidding procedure, as per the Procurement Plan, Specific Procurement Notice and Bidding documents]*

In the evaluation of your Bid submitted on [insert date] in response to the above-referenced Invitation to Bid, we have identified the following arithmetical error(s) contained in section [insert reference to relevant section] on page [insert number] of your Bid.

[insert a detailed breakdown of the error identified in the Bid]

In accordance with ITB 31 of the Bidding documents, we have corrected the identified arithmetical error(s) as follows:

[insert a detailed breakdown of the purchaser's correction of the arithmetical error]

As a result of the above correction, we have determined your corrected Bid to be as follows:

[insert currency(ies) and amount(s) of correct Bid price]

In accordance with ITB 27, you are hereby requested to indicate your acceptance of the corrected Bid price indicated above.

Please respond to this communication by [insert time and date no more than 48-72 hours from the time and date of the transmittal of this communication].

Failure to accept the indicated correction of your Bid price or to respond to this communication by the deadline indicated may result in the rejection of your Bid.

[Insert name and designation of signatory on behalf of the purchaser]



### ANNEX III: SAMPLE BID EVALUATION REPORT

#### Bid Evaluation Report and Recommendation for Award of Contract

**Name of Project:** Dam Rehabilitation Project

**Project No.:** 4321

**Contract Name:** Civil Works for Dredging of Reservoir and Transport of Sediment

**Identification No.:** DRP/001

**Date of Submission:** 30 June 2021

**Table 1: Identification**

1.1 Name of Recipient	Eastern Caribbean Republic		
1.2 Financing Agreement Reference	4321		
1.3 Date of Effectiveness	1 January 2021		
1.4 Closing Date			
(a) original	31 December 2026		
(b) revised	n/a		
1.5 Name of Project	Dam Rehabilitation Project		
1.6 Employer			
(a) name	Hydraulic Authority of Eastern Caribbean Republic		
(b) address	1 Hydraulic Way, Capital City Eastern Caribbean Republic		
1.7 Contract Number	DRP/001		
1.8 Contract Description	Civil Works for Dredging of Reservoir and Transport of Sediment		
1.9 Cost Estimate	USD10 million		
1.10 Method of Procurement	ICB: <input checked="" type="checkbox"/>	LIB: <input type="checkbox"/>	RIB: <input type="checkbox"/>
1.11 Prior Review Required	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
1.12 Regional Preference Allowed	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
1.13 Fixed Price Contract	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
1.14 Co-financing, if any:			
Agency name	None		
Percent financed by agency			

**Table 2: Bidding Process**

2.1 General Procurement Notice (a) first issue date (b) latest update	4 January 2021 n/a
2.2 Prequalification, if required (a) number of firms prequalified (b) date of CDB's	n/a
2.3 Specific Procurement Notice (a) name of national newspaper (b) issue date (c) name of international publication (d) issue date (e) number of firms notified	Republic Times 31 March, 2021 UNDB Online 31 March, 2021 11
2.4 Standard Procurement Document (a) title, publication date  (b) date of CDB's no-objection (c) date of issue to Bidders	Procurement of Works – Small Works (Post-qualification), January 2021. 26 March, 2021 31 March, 2021
2.5 Number of firms issued documents	11
2.6 Amendment to documents, if any (a) list all issue dates (b) date(s) of CDB's no objection	None.
2.7 Date of pre-Bid conference, if any	14 April, 2021
2.8 Date minutes of conference sent to Bidders and CDB	15 April, 2021

**Table 3: Bid Submission and Opening**

3.1 Bid Submission Deadline (a) original date, time (b) extensions, if any	12 May 2021, 12:00 noon n/a
3.2 Bid opening time, date	12 May 2021, 12:00 noon
3.3 Record of Bid opening, date send to CDB	12 May 2021
3.4 Number of Bids submitted	5
3.5 Bid validity period (days or weeks) (a) originally specified (b) extensions, if any (c) date of CDB's no-objection, if required	90 days n/a n/a



## ANNEX III: SAMPLE BID EVALUATION REPORT

Table 4. Bid Prices (as Read Out)

Bidder Identification		Read-Out Bid Price		Modifications or Comments
Bidder Name	City/Country	Currency <sup>25</sup>	Bid Price	
Mango Construction Co. (Original Bid A)	Bridgetown Barbados	Eastern Caribbean Dollar (XCD)	21,779,363.70	The Bidder submitted 2 original Bids and one alternative Bid.
Mango Construction Co. (Original Bid B)	Bridgetown Barbados	Eastern Caribbean Dollar (XCD)	26,152,478.10	
Mango Construction Co. (Alternative Bid)	Bridgetown Barbados	Eastern Caribbean Dollar (XCD)	21,133,545.30	
Cocorite Hydraulic Co. (Original Bid)	Port of Spain Trinidad and Tobago	Eastern Caribbean Dollar (XCD)	34,427,897.10	The Bidder submitted an original Bid and an alternative Bid.  No Bid security was included in the Bid.
Cocorite Hydraulic Co. (Alternative Bid)	Port of Spain Trinidad and Tobago	Eastern Caribbean Dollar (XCD)	24,552,990.00	
JV of Cinnamon Constructors Co. and Nutmeg Construction Co.	St. George's Grenada	Eastern Caribbean Dollar (XCD)	14,210,100.00	The letter of intent to form a joint venture does not undertake to accept joint and several liability for the performance of the Works.
Ackee Dredging Contractors Ltd.	Kingston Jamaica	Eastern Caribbean Dollar (XCD)	22,761,513.00	
Water-Nut Maritime Contractors Ltd. (Original Bid)	Georgetown Guyana	Eastern Caribbean Dollar (XCD)	23,658,812.20	The Bidder submitted an original Bid and an alternative Bid. A letter of discount in the amount of XCD945,000 on the original Bid was submitted by the Bidder in a separate envelope from its Bid before the deadline for submission of Bids and was read out at the public Bid opening and, therefore, accepted for evaluation of the Bidder's Bid price.
Water-Nut Maritime Contractors Ltd. (Alternative Bid)	Georgetown Guyana	Eastern Caribbean Dollar (XCD)	20,542,337.10	

<sup>25</sup> ITB/BDS15.1(a) of the bidding documents specifies Option A: Bidders to quote entirely in local currency of the Employer: Eastern Caribbean Dollars.



## ANNEX III: SAMPLE BID EVALUATION REPORT

Table 5: Preliminary Examination

Bidder	Verification	Eligibility	Bid Security	Completeness of Bid	Substantial Responsiveness	Acceptance for Detailed Evaluation
Mango Construction Co.	No. <sup>26</sup>	Yes.	Bank guarantee in the amount of BBD405,720, issued by CIBC First Caribbean International Bank. The value of the bank guarantee meets the required amount of USD200,000 as per ITB/BDS 19.1	Yes.	No.	No.
Cocorite Hydraulic Co.	Yes.	Yes.	No.	Yes.	No.	No.
JV of Cinnamon Constructors Co. and Nutmeg Construction Co.	No. <sup>27</sup>	Yes.	No. Bank guarantee in the amount of XCD540,000, issued by Grenada Cooperative Bank. The value of the bank guarantee meets the required amount of USD200,000 as per ITB/BDS 19. However, while the Bid security is in the name of a Joint Venture, it is clear from the letter of intent, that the Bidder is not a Joint Venture.	Yes.	No.	No.
Ackee Dredging Contractors Ltd.	Yes.	Yes.	Bank guarantee in the amount of JMD30,109,400, issued by Scotiabank Jamaica. The value of the bank guarantee meets the required amount of USD200,000 as per ITB/BDS 19.1.	Yes.	Yes.	Yes.
Water-Nut Maritime Contractors Ltd.	Yes.	Yes.	Bank guarantee in the amount of 42,300,000 Guyana dollars (GYD), issued by Guyana Bank of Trade and Industry. The value of the bank guarantee meets the required amount of USD200,000 as per ITB/BDS 19.1.	Yes.	Yes.	Yes.

<sup>26</sup> The bidder submitted 2 original bids (Original A and Original B) and 1 alternative bid. The submission is nonresponsive to ITB20.1, which requires “The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL”. The submission of two original bids is evaluated as a major deviation and the bid is determined to be substantially nonresponsive and rejected. The bid is not accepted for detailed evaluation.

<sup>27</sup> The bidder submitted a letter of intent to form a Joint Venture, which states, “Cinnamon Constructors Co. and Nutmeg Construction Co. intend to form a consortium under which each member of the JV will be exclusively responsible for discrete components of the work”. The letter of intent fails to undertake that the members will accept joint and several liability for the performance of the Works, as required by ITB4.2. This is evaluated as a major deviation and the bid is determined as substantially nonresponsive. As a result, the bid is not accepted for detailed evaluation.



## ANNEX III: SAMPLE BID EVALUATION REPORT

**Table 6: Corrections and Unconditional Discounts**

Bidder	Read-out Bid Price		Corrections		Corrected Bid Price	Unconditional Discount	Corrected / Discounted Bid Price
	Currency	Amount	Computational Errors	Provisional Sums <sup>28</sup>			
Ackee Dredging Contractors Ltd., Jamaica	XCD	22,761,513.00	(1,809.00)	(218,700.00)	22,541,004.00	None	22,541,004.00
Water-Nut Maritime Contractors Ltd., (Original Bid) Guyana	XCD	23,658,812.20	0.00	(218,700.00)	23,440,112.20	945,000.00	22,495,112.20
Water-Nut Maritime Contractors Ltd., (Alternative Bid) Guyana	XCD	20,542,337.10	0.00	(218,700.00)	20,323,637.10	None	20,323,637.10

**Table 7: Exchange Rates:** Not used as all Bids are priced in XCD, which is also the currency for Bid evaluation.

**Table 8: Currency Conversion (Multiple Currencies):** Not used, as ITB/BDS15.1(a) of the Bidding documents specifies Option A: Bidders to quote entirely in local currency: Eastern Caribbean Dollars.

**Table 9: Currency Conversion (Single Currency):** Not used, as both Bidders requested payment entirely in XCD.

<sup>28</sup> Section IV. Bill of Quantities / Schedule of Prices of the bidding documents requires all bidders to include in the bid price a provisional sum equivalent to USD81,000, which both bidders have priced in their currency of bid. In accordance with ITB 35.2(a), provisional sums are excluded from the evaluation of bid prices.



## ANNEX III: SAMPLE BID EVALUATION REPORT

**Table 10: Additions, Adjustments and Priced Deviations**

Bidder	Corrected/ Discounted Bid Price	Additions	Adjustments	Priced Deviations	Total Price
Ackee Dredging Contractors Ltd.	22,541,004.00	None.	None.	None.	22,541,004.00
Water-Nut Maritime Contractors Ltd (Original Bid)	22,495,112.20	None.	None.	None.	22,495,112.20
Water-Nut Maritime Contractors Ltd (Alternative Bid)	20,323,637.10	None.	None.	None.	20,323,637.10

**Table 11: Regional Preference for Works for Goods Manufactured in BMCs:** Not applicable.

**Table 12: Regional Preference for Works for BMC Contractors:** Per ITB/BDS 33.1, regional preference is not applied.



## ANNEX III: SAMPLE BID EVALUATION REPORT

**Table 13. Proposed Contract Award**

1. Lowest Evaluated Responsive Bidder	Ackee Dredging Contractors Ltd., Jamaica.	
2. If Bid submitted by an agent, list actual supplier.	N/A.	
3. If Bid from joint venture, list all partners, nationalities and estimated share of contract	N/A	
4. Principle countries of origin of Goods / materials	Caribbean Republic, Jamaica.	
5. Estimated date (month. year) of contract signing.	June 2021	
6. Estimated delivery to project site / completion period.	310 days, as per Employer's construction schedule.	
	<b>Currency</b>	<b>Amount</b>
7. Bid Price (Read-out)	XCD	22,761,513.00
8. Correction of Errors	XCD	(1,809.00)
9. Discounts	XCD	0.00
10. Other Adjustments	XCD	0.00
11. Proposed Award	XCD	22,759,704.00 <sup>29</sup>

While the lowest evaluated Bid (alternative) and second lowest-evaluated Bid (original) submitted by Water-Nut Maritime Contractors Ltd. (Guyana), the Bidder failed to satisfy the post-qualification criterion for specific experience as it has performed only one contract valued at USD5,500,000 in the past 5 years. The second contract cited by the Bidder in its Bid is valued at USD3,100,000. Therefore, the Bidder fails to meet the qualification requirement in respect of Specific Experience. As a result, the Bid is rejected. See below for a Summary of Post-qualification.

In accordance with ITB39 and Section III, Evaluation and Qualification Criteria of the Bidding documents, the lowest evaluated, substantially responsive Bid submitted by a qualified Bidder is the Bid submitted by Ackee Dredging Contractors Ltd., Jamaica, which is proposed for contract award at a proposed contract price of XCD22,759,704.00.

<sup>29</sup> Provisional Sum of XCD218,700.00, which is deducted in Table 6, is added back to the contract price at award.





## ANNEX III: SAMPLE BID EVALUATION REPORT

## Summary of Post-qualification

## Assessment of Qualifications of Lowest-Evaluated Substantially Responsive Bid

## Water-Nut Maritime Contractors Ltd., (Guyana)

Factor	Requirement	Water-Nut Maritime Contractors Ltd (Guyana)	Pass/Fail
2.3.1 Average Annual Turnover	Minimum average annual turnover of USD5,500,000, calculated as total certified payments received from contracts in progress or completed within the last 5 (five) years.	GYD1,797,750,000 Equivalent to: USD8,500,000	Pass
2.3.3 Financial Resources	Minimum liquid assets of USD1,000,000	GYD371,414,304 Equivalent to: USD1,756,096	Pass
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor or management contractor for at least 5 (five) years prior to the Bid submission deadline with activity in at least 9 (nine) months in each year.	11.5 years continuous experience as contractor	Pass
2.4.2 Specific Experience	Participation as a contractor, management contractor or subcontractor in at least 2 (two) similar contracts of at least	1) Mahaicony Sea Defence Dredging Contract, Guyana	Fail



## ANNEX III: SAMPLE BID EVALUATION REPORT

Factor	Requirement	Water-Nut Maritime Contractors Ltd (Guyana)	Pass/Fail
	USD5,500,000 in value over the last 5 (five) years.	<p>GYD1,321,875,000</p> <p>Equivalent to: USD6,250,000 2017-2019</p> <p>2) East Demerera Sea Wall Dredging Contract GYD655,650,000</p> <p>Equivalent to: USD3,100,000 2015-2016</p>	
2.5 Personnel	<b>Project Manager:</b> 15 years of relevant experience and MSc. Engineering	18 years of relevant experience and MSc. Civil Engineering	Pass
	<b>Dredging Manager:</b> 12 years of relevant experience and BSc. Engineering	14 years of relevant experience and BSc. Civil Engineering	Pass
	<b>Pipeline Engineer:</b> 10 years of relevant experience and BSc. Engineering	15 years of relevant experience and BSc. Civil Engineering	Pass
	<b>De-silting Specialist:</b> 10 years of relevant experience and BSc. Engineering	7 years of relevant experience and Diploma in Civil Engineering	Pass (minor deviation; evaluated as responsive)



ANNEX III: SAMPLE BID EVALUATION REPORT  
Assessment of Qualifications of Second Lowest-Evaluated Substantially Responsive Bid

**Ackee Dredging Contractors Ltd., (Jamaica)**

Factor	Requirement	Ackee Dredging Contractors Ltd. (Jamaica)	Pass/Fail
2.3.1 Average Annual Turnover	Minimum average annual turnover of USD5,500,000, calculated as total certified payments received from contracts in progress or completed within the last 5 (five) years.	JMD1,617,015,000 Equivalent to: USD10,750,000.	Pass
2.3.3 Financial Resources	Minimum liquid assets of USD1,000,000	JMD396,281,490 Equivalent to: USD2,634,500	Pass
2.4.1 General Experience	Experience under contracts in the role of contractor, sub-contractor or management contractor for at least 5 (five) years prior to the Bid submission deadline with activity in at least 9 (nine) months in each year.	9.3 years continuous experience as contractor	Pass.
2.4.2 Specific Experience	Participation as a contractor, management contractor or subcontractor in at least 2 (two) similar contracts of at least USD5,500,000 in value over the last 5 (five) years.	1) Hermitage Dam Dredging Contract, Jamaica  JMD1,098,993,100 Equivalent to: USD7,306,163  2016-2017  2) Mona Reservoir Dredging Contract	Pass



## ANNEX III: SAMPLE BID EVALUATION REPORT

Factor	Requirement	Ackee Dredging Contractors Ltd. (Jamaica)	Pass/Fail
		JMD940,140,042 Equivalent to: USD6,250,100 2016-2018	
2.5 Personnel	<b>Project Manager:</b> 15 years of relevant experience and MSc. Engineering	22 years of relevant experience and MSc. Hydraulic Engineering	Pass
	<b>Dredging Manager:</b> 12 years of relevant experience and BSc. Engineering	18 years of relevant experience and BSc. Civil Engineering	Pass
	<b>Pipeline Engineer:</b> 10 years of relevant experience and BSc. Engineering	8 years of work experience. No specific reference to work as a Pipeline Engineer but candidate has extensive experience as a Design and Works Director & BSc. Engineering	Pass (Minor deviation; evaluated as responsive)
	<b>De-silting Specialist:</b> 10 years of relevant experience and BSc. Engineering	5 years of relevant experience. No mention of academic qualifications	Pass (minor deviation: as a condition of contract signature, the Bidder will be required to submit an alternative CV that fully meets the required experience and academic qualifications)

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