

## Standard Bidding Documents (SBD )Works

Sl.No	Question & Answer
1	<p><b>How is the property at site dealt upon termination of contract by employer?</b> Refer GCC sub clause 61.1 of SBD works.</p>
2	<p><b>How is Joint venture evaluation done under Point Based System?</b> Refer page 35 to37 of the Evaluation guidelines for Procurement of works (above Nu. 4 million) where it is clearly explained with the illustrative examples.</p>
3	<p><b>Can strikes in other countries considered as Fore Majeure?</b> Strikes in other countries shall not be considered as a force majeure. Refer GCC clause 44.1 ( h) of SBD works( Large)</p>
4	<p><b>Can non- signing of Integrity Pact lead to disqualification/rejection of bids?</b> As per ITB clause 2.1 (e) of SDB works, Failure to provide a duly executed IP shall result in disqualification of bid. However it is applicable only for large works (Above Nu. 4 M) and it is not applicable for small value procurement and framework contracts as well.</p>
5	<p><b>What is timeline for payment of various bills?</b> It is stated in the SBD works that the employer shall pay contractor within 30 working days from the date of receipt of correct and verified bills in complete form by the finance section. Refer GCC sub clause 43.1 of SDB works.</p>
6	<p><b>Do we need to open both original and copy during bid opening?</b> Refer ITB sub clause 23.3 of the SBD works( Large) that both original and copy should be opened. The bid evaluation will be done using copies while the original will be kept in safe custody. If there are any discrepancies between original and copies, the original shall prevail.</p>
7	<p><b>Is it mandatory to insure any type of work?</b> Refer GCC sub clause 14.1 to 14.5 of the SBD works (Large)</p>
8	<p><b>When do we forfeit Performance Security?</b> Under no circumstances, Performance Security can be forfeited directly. However, Procuring Agency can make claims under PS only for the amount entitled under the contract. Refer GCC sub clause 51.3 of the SBD works( Large)</p>
9	<p><b>Additional Liquidated damages shall not apply (GCC clause 60.1)?</b> The GCC sub clause 60.1 of the SBD works, the total amount of the Liquidated Damages shall not exceed 10% of the contract price. Besides, the clause requires the employer to deduct the percentage to apply to the value of work not completed as specified in SCC (usually 20% up to maximum of 10% of the initial contract price), representing the employer's additional cost for completing the works upon termination due to fundamental breach of the contract.</p>
10	<p><b>What if committed key personnel and equipments are not deployed at site?</b></p>

	Refer General Conditions of contract (GCC) clause 10.1 of the SDB works
11	<p><b>Inconsistency in using standard bidding documents by different procuring agencies?</b></p> <p>As per the circulars issued by Ministry of Finance vide reference no. FM/DNP/PD-25/2009/4040 dated March 16, 2009 and notification vide reference no. MoF/PPPD-08/2012-2013/175 dated April 30, 2013, we urge the Procuring Agencies to strictly follow the relevant standard bidding documents uniformly in line with the above circulars and notification.</p>
12	<p><b>Whether there are any provisions to make changes in the Standard Bidding Documents?</b></p> <p>Alterations are strictly not permitted in ITB, GCC and Bid Form. However, Modifications for specific Project or Contract needs should be provided only in the Bidding Data Sheet and the Special Conditions of Contract.</p>
13	<p><b>In the Bill of Quantities (BOQ), should it be filled in both figures and words?</b></p> <p>Refer Instruction to Bidders, clause 27.1 (a &amp; b), of SDB works ( Large),</p>
14	<p><b>If the payments due to bidders are not done within 30 days, are interests admissible?</b></p> <p>As per Standard Bidding Document for works above 4 million, Section V, General Conditions of Contract, clause 43, the Employer shall pay the Contractor within 30 working days from the date of receipt of correct and verified bills/invoices in complete form by the Finance Section. Accordingly General Conditions of Contract sub clause 43.2 in standard bidding documents for works for above 4 million, if the Employer makes a late payment Interest shall be calculated, the Contractor shall be paid interest on the late payment in the next payment, from the date by which the payment should have been made up to the date when the late payment is made at the rate of ten percent (10 %) per annum.</p>
15	<p><b>If a bid is not sealed and marked as per the instruction to bidders on sealing and marking of bids, can the bid be rejected?</b></p> <p>No. Refer to ITB 19 of the Standard Bidding Document for Procurement of Works( Large) which has a foot note 23 which states that Improper marking &amp; sealing of the document cannot result in the rejection of bids. However employer shall not be responsible for premature opening of bid.</p>
16	<p><b>If there is difference between the BOQ total amount and Bid form total. Does it lead to rejections of bid?</b></p> <p>Refer ITB 27.1 &amp; 27.2 of SDB works (Large).</p>
17	<p><b>What comprises original bid and its identical copy?</b></p> <p>Refer Notification vide MoF/PPPD-08/2013-2014/126 dated 14<sup>th</sup> May, 2014.</p>