

Invitation for Bid

IFB No. AVANSE-GS-IRI-2018-04

Bidding Documents

For

THE AVANSE IRRIGATION INFRASTRUCTURE PROGRAM

And

**THE CHAPELLE IRRIGATION AND DRAINAGE
SYSTEM IMPROVEMENTS SUBPROJECT**

Jan. 2018

**Development Alternatives, Inc. / Appui a la Valorisation du Potential
Agricole Nord Pour la Securite Economique et Environnementale
(DAI/AVANSE)**

Funded by the United States Agency for International Development / Haiti (USAID/H)

Contract # AID 521-C-13-00006

PREFACE

1. These Bidding Documents have been prepared by DAI under the United States Agency for International Development (USAID) funded AVANSE contract, # AID 521-C-13-00006 for use in the procurement for the complete supply, transport, installation, construction and commissioning of the Works.
2. The procurement described in these Bidding Documents is for an admeasurement (unit price or rate) type of works subcontract through national competitive bidding. The procedures and practices presented in these documents have been developed to adhere to the requirements of the rules and regulations of the USAID # AID 521-C-13-00006 contract and the applicable rules and regulations governing USAID and United States Government (USG) procurement including the applicable Federal Acquisition Regulations (FAR).
3. Please submit your bid for the services described herein in accordance with the instructions to Bidders and terms and conditions of this IFB.

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The bidding documents are those stated above and below, and should be read in conjunction with any IFB modifications issued.

1. Abbreviations

AVANSE	Appui a la Valorisation du Potential Agricole Nord Pour la Securite Economique et Environmentale Project
BOQ	Bill of Quantities
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COTR	USAID Contracting Officer Technical Representative
DCOP	Deputy Chief of Party
DUNS	Dun and Bradstreet Number
EMMP	Environmental Management and Monitoring Plan
FAR	Federal Acquisition Regulations
FUP	Firm Unit Price Subcontract
HGT	Haitian Gourdes
H&S	Health and Safety
IFB	Invitation for Bid
MARNDR	The Ministère de l'Agriculture des Ressources Naturelles et Du Development Rural
QA/QC	Quality Assurance / Quality Control
SOW	Statement of Work
USAID	United States Agency for International Development
USAID/H	United States Agency for International Development/Haiti Mission
VAT	Value Added Tax
WUA	Water User Association

1. Part 1: Bidding Procedures

1.1 Section 1: Synopsis of the Invitation For Bids (IFB)

DAI, implementer of the USAID funded Appui à la Valorisation du Potential Agricole Nord Pour la Sécurité Economique et Environnementale (AVANSE) Project, invites qualified firms to submit bids for THE CHAPELLE IRRIGATION AND DRAINAGE SYSTEM IMPROVEMENTS SUBPROJECT, as outlined below.

1. IFB No.	IFB No. AVANSE-GS-IRI-2018-04
2. Issue Date	Jan. 15, 2018
3. Title	THE CHAPELLE IRRIGATION AND DRAINAGE SYSTEM IMPROVEMENTS SUBPROJECT.
4. Issuing Office & Email/Physical Address for Submission of Bids	AVANSE 2, Rue Gérard Babiole, Haut du Cap, Cap Haïtien
5. Deadline for Receipt of Questions	Jan. 26, 2018
6. Deadline for Receipt of Bids.	Feb. 15rd, 2018 at 10:00 am
7. Mandatory Pre-bid conference Participation is mandatory for eligibility.	Jan. 24, 2018 at Lakou Breda in Cap Haitian at 9:00 am. All interested bidders are invited to attend to this meeting and confirm their participation no later than Jan. 19, 2018 .
8. Mandatory Site visit <u>Participation is mandatory for eligibility.</u>	Jan. 25, 2018 in la Chapelle at 10:00 am
9. Deadline answers to questions	Jan. 29, 2018
10. Period of performance	228 Days upon subcontract signature
11. Bid validity	90 days from bid opening
12. Performance security	15% of the ceiling value in the form of bank guarantee or Bond from Insurance Company
13. Liquidated Damage	\$ 1,000 per day, maximum of 10% of subcontract
14. Retention period	365 days
15. Language	Bidding language is English or French
16. Bid Opening	Bids will be opened publicly on February 15rd, 2018 at 10:05 am in AVANSE project's office in Cap Haitian. All bidders are invited to attend the Bid Opening.
17. Point of Contact for clarification questions and request for complete	Email: avanse_subcontracts@dai.com

solicitation documents	
18. Anticipated Award Type <i>Issuance of this IFB in no way obligates DAI to award a subcontract. Bidders will not be reimbursed for costs associated with the preparation of their bid.</i>	Fixed Unit Price Subcontract (ad-measure subcontract) <ul style="list-style-type: none"> • Payments, based on works satisfactory accomplished and approved by AVANSE supervisor, evaluated by quantity of work performed time unit price stated in BOQ • Conditions of Subcontract attached and form part of this Invitation to Bid
19. Basis for Award	The award will be made to the lowest price RESPONSIVE bid, from a responsible bidder, and whose bid price is reasonable and realistic. See Clause 28.1 for definitions.
20. General Instructions to Bidders to be responsive .	<ul style="list-style-type: none"> • Bids must be submitted to and received by DAI by February 15rd, 2018, at 10:00 am. Late offers will be rejected except under extraordinary circumstances at DAI's discretion. • Bidders shall submit bids in a sealed envelope in ONE ORIGINAL and THREE COPIES. Outer sealed envelope should indicate ref. IFB No. AVANSE-GS-IRI-2018-04. • Bidders MUST include an electronic copy of their bid documents on a thumb drive/stick and seal this inside the envelope with the paper copies. • Bidders shall provide all documents required to meet the Eligibility Criteria listed below (section 4 below) • Bidders shall sign and date the required Bid Forms. • These services are eligible for VAT exemption under the DAI prime contract.
21. Technical Specifications and requirements for Technical Acceptability	Construction Drawings and Technical specifications are detailed in attachment E to this IFB.
22. Responsibility Criteria, for eligibility	DAI will not enter into a subcontract with a Bidder prior to ensuring the Bidder's responsibility criteria. Factors listed in Clause 4 below are the minimum documents required to be considered responsible, and thus eligible, and therefore must be provided.
23. Geographic Code	Geographic Code 937: DAI may only procure goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries", excluding prohibited countries. See Clause 10 below.

24. Data Universal Numbering System (DUNS)	A DUNS number IS required, or self-certification for exemption
25. Compliance with Terms and Conditions	The selected Bidder shall comply with all Representations and Certifications of Compliance listed provided in Form D: Form of Bid
26. Procurement Ethics	By submitting a bid, Bidders certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted. Any such practice constitutes an unethical, illegal, and corrupt and either the Bidders or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to FPI_hotline@dai.com.

Interested Bidders may obtain a full copy of the IFB which contains detailed instructions for preparation of the bid. The IFB may be collected from the address email: avanse_subcontracts@dai.com

A. Section 2: Instructions to Bidders

1. Scope of Bid

- 1.1. DAI AVANSE, wishes to receive bids for the construction of Works, as described in Part 2, Sections 4 and 5, hereinafter referred to as “the Works.”
- 1.2. The successful bidder will be expected to complete the Works within the period stated in the Synopsis from the date of commencement of the Works.
- 1.3. Throughout these bidding documents, the terms *bid* and *tender* and their derivatives (*bidder/tenderer*, *bid/tendered*, *bidding/tendering*, etc.) are synonymous, and *day* means calendar day.

2. Source of Funds

- 2.1. The source of funds for this project is the United States Agency for International Development (USAID) with the funds being managed through a contract between USAID and DAI LLC, under Contract # AID 521-C-13-00006.

3. Eligible Bidders

- 3.1. This invitation to bid is open to any bidder (including all members of a joint venture and all subcontractors of a bidder) meeting all three of the following requirements:
 1. the bidder has the legal capacity to enter into a contract;
 2. the bidder’s business activities have not been suspended;
 3. the bidder is not, insolvent; in receivership, or bankrupt;
- 3.2. International bidders shall have a qualified Haitian partner firm through a partnership, joint venture, consortia or other teaming arrangement as allowed under the relevant laws and regulations that has a 50% minimum financial interest in the project in terms of gross financial share of the total bid.
- 3.3. Government-owned enterprises are not eligible.

4. Eligibility of the Bidder

- 4.1. A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be determined **responsible**, and thus **eligible** to participate in this procurement, without material deviation or reservation (subject to Clause 25.2 below).
 1. Provide completed and signed copies of all BID FORMS listed in Clause 12 below.
 2. Provide copies of the bidders authorized licenses for doing construction business in Haiti (Autorisation de fonctionnement), delivered by Haitian authority,
 3. Updated Patente,
 4. Numéro d’Identification Fiscal (NIF).
 5. Copy of Quitus fiscal
 6. Evidence of a DUNS number (explained in the instructions contained in the Attachment).

7. A Work Schedule/Program that demonstrates, with sufficient detail, the bidder's ability to comply with required or proposed delivery or performance schedules.
 8. Provide a list of past performance record for Civil Infrastructure works during the last five years, including reference contact details. Civil Infrastructure works includes irrigation system works (canals, headworks, drainage structures, etc.) roadworks, water supply, wastewater disposal, public buildings, other site work projects – complete table in Bid Form C. **The list MUST include contact names, phone numbers and/or emails.**
 9. Provide a letter of existing credit, or a commitment to provide credit, a current bank statement balance, or an equivalent document confirming access to liquid assets or a line of credit up to \$125,000 USD.
 10. Provide a copy, or a commitment letter, of the bidder's current General and Liability Insurance.
 11. Have a satisfactory record of integrity and business ethics.
 12. The source, origin and nationality of the services are not from a Prohibited Country.
 13. The bidder shall not have any conflict of interest (family, friend, or business/commercial) with a DAI/AVANSE employee.
- 4.2. If a bidder is unable to provide one of the documents listed above shall provide a written justification stating the reason, at which point DAI will determine whether the document qualifies for the conditions defined as material deviation or reservation (subject to Clause 25.2 below).

5 *One Bid per Bidder*

5.1 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- a. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- b. one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the subcontract, including payment, shall be done exclusively with the partner in charge;
- d. all partners of the joint venture shall be liable jointly and severally for the execution of the subcontract in accordance with the subcontract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid); and
- e. a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

6 One Bid per Bidder

6.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.

7 Mandatory Pre-Bid Meeting and Site Visit

7.1 The bidder shall visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a subcontract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

7.2 The bidder and any of its personnel or agents will be granted permission by DAI to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and indemnify DAI and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.3 Bidders shall attest to the site visit by signing Bid Form C.

7.4 Both the Pre-Bid Meeting and the Site Visit are mandatory to attend to be considered eligible. A Bidder who does not participate in both the pre-bid meeting and the site visit will be ineligible to bid, their bids will be rejected, returned unopened, and will not be evaluated.

8 Questions regarding the Bidding Documents

8.1 Each Bidder is responsible for reading very carefully and understanding fully the terms and conditions of this IFB.

8.2 All communications regarding this solicitation are to be made solely through, and submitted to the Issuing Office no later than the date specified above.

8.3 A prospective bidder requiring any clarification of the bidding documents may notify DAI in writing or by email at DAI's address and before the deadline indicated in the Synopsis. DAI will respond to any request for clarification which he receives earlier than four (4) days after the deadline for clarification questions. Copies of DAI's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

9 Modification of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, DAI may amend the bidding documents by issuing an IFB Modification.

9.2 Any modifications thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all known bidders of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each modification by return email to DAI, and shall sign.

9.3 To give prospective bidders reasonable time in which to take a modification into account in preparing their bids, DAI may extend as necessary the deadline for submission of bids.

10 *Geographic Code/Source and Nationality*

- 10.1 A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at: <http://www.usaid.gov/policy/ads/300/310maa.pdf> and <http://www.usaid.gov/policy/ads/300/310mab.pdf> respectively.
- 10.2 DAI must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI does not procure any services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.
- 10.3 By submitting a bid in response to this IFB, Bidders confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries

B. *Preparation of Bids*

11 *Language of Bid*

- 11.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and DAI shall be written English or French.
- 11.2 Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12 *Documents Comprising the Bid*

- 12.1 For a bid to be considered responsive, the bidder must submit the following **completed and signed** bid forms:
- Form A: Transmittal Letter
 - Form B: Price Determination Form
 - Form C: Responsibility Statement
 - Form D: Form of Bid
 - Form E: Priced Bill of Quantities
 - Documents required as per Responsibility Criteria listed in clause 4 above.
- 12.2 The documents listed shall be completed and signed, without material deviation or reservation (subject to 25.2 below), subject to extensions thereof in the same format.

13 *Bid Prices*

- 13.1 Unless stated otherwise in the bidding documents, the subcontract shall be for the whole Works, based on the unit rates and prices in the Bill of Quantities submitted by the bidder.

- 13.2 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 is entered by the bidder will not be paid for by DAI when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 13.3 All duties, taxes, and other levies payable by the Subcontractor under the subcontract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.
- 13.4 The bidder's unit rates and total bid price shall include all run-up, administrative, establishment, reporting, safety, quality control, shipping, transportation, surveying, staking, construction, testing, special inspection costs required to complete all the works as described in the drawings and specifications so that the project is complete and functioning. The cost of supplying, installing and warranting any items not necessarily identified in the Bill of Quantity shall be included and distributed among the other bid items. The Conditions of Subcontract indicates any allowable price adjustments.
- 13.5 The bidder shall also avoid unbalanced unit price bidding and costs. Bids that include apparent unbalanced unit prices and item costs shall be rejected.

14 Currencies of Bid and Payment

- 14.1 The currency of the bid shall be United States Dollars as per the Conditions of Subcontract.
- 14.2 The currency of the payment (based on measurement) shall be calculated in USD, and paid by electronic funds transfer or by check in Haitian Gourdes (HTG) at the prevailing published rate on the day of the payment.

15 Bid Validity

- 15.1 Bids shall remain valid for the period of 90 days stipulated in the Synopsis after the date of bid opening specified.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, DAI may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email.

16 Alternative Proposals by Bidders

- 16.1 Alternative Bids are **not** expressly sought.
- 16.2 Bidders wishing to offer technical alternatives and/or offer "or equal" equipment or materials to the requirements of the bidding documents must first price DAI's design as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternative by DAI, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by DAI.
- 16.3 When bidders are permitted to submit alternative technical solutions and/or offer "or equal" equipment or materials than those named or specified for parts of the Works, such parts shall be described in Section 5, Technical Specifications and Drawings.

17 *Mandatory Pre-Bid Meeting and Site Visit*

- 17.1 The bidder's designated representative shall attend a pre-bid meeting that will take place at the venue and time stipulated in the Synopsis.
- 17.2 Interested bidders must register themselves with the DAI Point of Contact via email or phone so as to be informed of the scheduled exact date and time of the pre-bid meeting.
- 17.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.4 The purpose of the site visit is to ensure the bidder has the full opportunity to assess the actual conditions of the site, to ask questions about the site, and clarify any elements of the technical specifications or drawings with respect to the site, the IFB, or the conditions of subcontract.
- 17.5 The prospective bidder is requested, as far as possible, to submit any questions in writing or by email, to reach DAI not later than one week before the meeting. It may not be practicable at the meeting to answer questions received there, but questions and responses will be transmitted in accordance with the following Sub-Clause.
- 17.6 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers/receivers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by DAI exclusively through the issue of a Modification pursuant to Clause 9 and not through the minutes of the pre-bid meeting.
- 17.7 **Bidder who do not participate in both a pre-bid meeting and the site visit will be ineligible to bid, as such their bids will be returned unopened and will not be evaluated.**

18. *Program/Schedule of works*

- 18.1 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in the Synopsis above.

C. **Submission of Bids**

19. *Sealing and Marking of Bids*

- 19.1 The bidder shall submit **four** envelopes in one sealed envelope. **The original** bid documents shall be in one envelope and **three copies** shall be in the second, third and fourth envelopes. Each envelope shall be duly marked: "Original Bid Documents" or "Copy of Bid Documents." The envelopes shall then be sealed in the outer envelope, marked as instructed in the Synopsis.
 - a. The four inner and one outer envelopes shall be addressed to DAI at the address provided in the Synopsis;

- b. bear the name and identification number of the subcontract as defined in the Synopsis; and provide a warning not to open before the time and date for bid opening, as specified in the Synopsis.
- 19.2 In addition to the identification required in Sub-Clause 19.1, the inner envelopes shall indicate the name, full address, email address, and telephone number(s) of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- 19.3 If the outer envelope is not sealed and marked as above, DAI will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identity, DAI will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

20. Deadline for Submission of Bids

- 20.1 Bids must be received by DAI at the address specified in the Synopsis no later than the time and date stipulated in the Synopsis.
- 20.2 DAI may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing a Modification in accordance with Clause 9, in which case all rights and obligations of DAI and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 20.3 *Any bid received by DAI after the deadline for submission of bids prescribed in Clause 20.1 will be returned unopened to the bidder, except under extraordinary circumstances at DAI’s discretion.*

21. Substitution and Withdrawal of Bid

- 21.1. The bidder may substitute or withdraw its bid after bid submission, provided that written notice of the substitution or withdrawal is received by DAI prior to the deadline for submission of bids.
- 21.2. The bidder’s substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 19, with the outer and inner envelopes additionally marked “substitution” or “withdrawal,” as appropriate.
- 21.3. A withdrawn bid will not be opened.
- 21.4. The original bid that was subsequently substituted will not be opened, however the version labeled “substitution” will be opened.
- 21.5. No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clause 26.

D. Bid Opening and Evaluation

22. Bid Opening

- 22.1. DAI will open the bids, including withdrawals and substitutions made pursuant to Clause 21, in the presence of the bidders’ designated representatives who choose to attend, at the time,

- date, and location stipulated in the Synopsis. The bidders' representatives who are present shall sign a register evidencing their attendance in Bid Form C.
- 22.2. Envelopes marked "withdrawal" and "substitution" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.
 - 22.3. The bidders' names, the required eligibility documents submitted (validity date), the Bid Prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, and any such other details as DAI may consider appropriate, will be announced (and recorded) by DAI at the opening. Subsequently, all envelopes marked "Substitution" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 20 and no participation in mandatories pre bid meeting and site visit pursuant to Sub-Clause 7.4.
 - 22.4. DAI shall prepare minutes of the bid opening, including the information disclosed to those present.
 - 22.5. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
 - 22.6. At the conclusion of the Bid Opening DAI shall announce which Bidder has submitted all the eligibility criteria documents and who's bid prices is the lowest. In no way does the announcement of the lowest bid price guarantee that DAI will make an award of a subcontract. DAI must conclude a detailed review, conduct reference checks, verify the validity of eligibility documents, check for mathematical errors and calculations, conduct a unit rate analysis before and "Apparent Winner" may be identified. DAI may be required to seek the approval of USAID/H prior to award.

23. Process to be Confidential

- 23.1. Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a subcontract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence DAI's processing of bids or award decisions may result in the rejection of the bidder's bid.

24. Clarification of Bid

- 24.1. To assist in the examination, evaluation, and comparison of bids, DAI may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates (prices). The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by DAI in the evaluation of the bids in accordance with Clause 26.

25. Examination of Bids and Determination of Responsiveness

- 25.1. Prior to the detailed evaluation of bids, DAI will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities;

- (d) is substantially responsive to the Responsiveness requirements of the bidding documents; and e) provides any clarification and/or substantiation that DAI may require to determine responsiveness pursuant to Sub-Clause 25.2.
- 25.2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, DAI's rights or the bidder's obligations under the subcontract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3. If a bid is not substantially responsive, it will be rejected by DAI, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26. Correction of Errors

- 26.1. Bids determined to be substantially responsive will be checked by DAI for any arithmetic errors or clerical mistakes. Errors will be corrected by DAI as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of DAI there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 26.2. The amount stated in the bid will be adjusted by DAI in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

27. Evaluation of Bids

- 27.1. DAI will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25.
- 27.2. In evaluating the bids, DAI will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a. making any correction for errors pursuant to Clause 26;
 - b. making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers;
 - c. making an allowance for varying times for completion offered by bidders, if permitted in the Synopsis and in the manner prescribed therein; and
- 27.3. DAI reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents shall not be taken into account in bid evaluation.

- 27.4. The estimated effect of the price adjustment provisions of the Conditions of Subcontract, applied over the period of execution of the subcontract, shall not be taken into account in bid evaluation.
- 27.5. If the bid, which results in the Lowest Evaluated Bid price, is unrealistic or unreasonable to perform the work, i.e. either unrealistically or abnormally low or high, DAI may reject the bid. This will be determined based on unit rate analysis, comparison to Engineer's Estimates, comparison to Average Bid prices, and using a standard deviation method.
- 27.6. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the subcontract, DAI may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated subcontract payments, DAI may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the bidder to a level sufficient to protect DAI against financial loss in the event of default of the successful bidder under the subcontract.

F. Award of Subcontract

28. Basis of Award

- 28.1. Subject to Clause 28.2, DAI will award the subcontract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 27, provided that such bidder has been determined to be responsible, and thus eligible, and whose bid price is reasonable.

Definitions:

Responsive: To be considered for award, a bid must comply in all material respects with the invitation for bids, without deviation or reservation. Such compliance enables bidders to stand on an equal footing and maintain the integrity of the public opening bidding system. Bids should be filled out, executed, and submitted in accordance with the instructions in the invitation. All documents required, including Bid Forms, and evidence of responsibility, are submitted, completed, are sufficiently detailed, and signed as required.

Responsible: DAI has concluded that the Bidder is capable of performing the work covered by the bid proposal, can prove he have the necessary resources, past performance record, and is a legitimate/registered, and not-disbarred, entity.

Reasonable: DAI has concluded, using analysis tools and comparisons, that the unit and price and total price is realistic for the completion of work, that the price is consistent with known industry and market prices, and the Engineer's Estimate.

- 28.2 DAI's Right to Accept Any Bid and to Reject Any or All Bids.

- 28.3 DAI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of subcontract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action

29. Notification of Award

- 29.1 Prior to expiration of the period of bid validity prescribed by DAI, DAI will notify the successful bidder by email confirmed by registered letter that its bid has been accepted subject for successful bidder to provide the performance security and required insurance. This letter (hereinafter and in the Conditions of Subcontract called the "Notification of Award") shall specify the sum which DAI will pay the Subcontractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Subcontractor as prescribed by the Subcontract (hereinafter and in the Conditions of Subcontract called "the Subcontract Price").
- 29.2 The notification of award will constitute the formation of the Subcontract.

30. Signing of Agreement

- 30.1 Upon USAID/Haiti CO consent to subcontract, DAI will send the bidder the Subcontract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within 7 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to DAI, together with the required performance security.
- 30.3 Upon fulfillment of Clause 29, DAI will promptly notify the other bidders that their bids have been unsuccessful.

31. Performance Security

- 31.1 The successful bidder shall furnish to DAI a performance security in the form of a Bank Guarantee, or a performance bond from a reputable Insurance company, in the amount (15%) and by the deadline, stipulated in the Conditions of Subcontract. The form and content of the performance security must be acceptable to DAI, and shall cover at a minimum – performance, payments to labor, vendors and 2nd tier subcontractors, and shall also cover any payments made for mobilization, in the even the bidder fails to perform or is in breach of the subcontract.
- 31.2 In accordance with the Conditions of Subcontract, if it is stipulated in the Synopsis that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued either (a) at the bidder's option, by a reputable bank located in Haiti, the country of DAI or by a foreign bank through a correspondent bank located in Haiti or the United States, or (b) with the prior agreement of DAI directly by a foreign bank acceptable to DAI.
- 31.3 If it is stipulated in the Synopsis that the performance security may also be provided by the successful bidder in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to DAI.

31.4 Failure of the successful bidder to comply with the requirements shall constitute a breach of contract, cause for annulment of the award, and any such other remedy DAI may take under the subcontract, and DAI may resort to awarding the subcontract to the next lowest responsive bid, from a responsible bidder.

32 *Disputes Review Board / Protests*

32.1 In submitting a response to this solicitation, the Offeror understands that USAID is not a party to this solicitation and the Offeror agrees that any dispute / protest hereunder must be presented—in writing with full explanations—to DAI for consideration, as USAID will not consider disputes / protests made to it under USAID-financed contracts.

32.2 DAI at its sole discretion, will make a final decision on the protest for this procurement.

33 *DUNS Number*

33.1 All U.S. and foreign organizations which receive a subcontract/ purchase orders with a value of \$30,000 and above are required to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000 USD. DAI requires that Bidders sign the self-certification statement if the Bidder dues exemption for this reason.

33.2 For those required to obtain a DUNS number, you may request Bid Form C: Instructions for Obtaining a DUNS Number.

33.3 For those not required to obtain a DUNS number, you may request Bid Form D: Self-Certification for Exemption from DUNS Requirement

2. ATTACHMENTS

Attachment 1-Instruction for obtaining a DUNS number

Attachment 2-Self certification for exemption from DUNS requirement

Attachment 3-Performance Bond/Bank Guarantee