

REQUEST FOR QUOTATIONS
(RFQ) NUMBER **S-IN650-11-R-0078**

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449, **S-IN650-11-R-0078**
SCHEDULE OF SUPPLIES/SERVICES
PRICES/COSTS (Block 24)
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Block 20)

A CONTRACT PRICE

The contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified in accordance with statement of work as per **Attachment 2**. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

Rs. _____ Total Price c/o from Attachment 3

This is a firm fixed price contract payable entirely in the currency indicated in the SF1449. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

All work shall be performed on regular workdays (Monday through Friday) between 09:00 and 19:30. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

A pre-Supply, installation, testing and commissioning of AC chillers work conference will be held 4 days after contract award in U.S.Embassy, Shantipath, Chanakyapuri, New Delhi – 110 021, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect Supply, installation, testing & commissioning of AC Chiller work progress.

SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take approximately 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Vehicle make, model, color and license plate number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this contract.

BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, such as bank guaranty shown as an **Attachment - 1**.

TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction).

COVERAGE

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

ATTACHMENT # 1
SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy, Baghdad, Iraq

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[Amount equal to 40% of the contract price in INR dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: ***[Name]***

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT # 2

SOW for Replacing Air Conditioning Chillers at B D Raod, New Delhi

1.0 Requirement :

Existing System : There are at present two nos 100 TR reciprocating Chillers operate on R-22 gas having remotely located condensers. The Chillers are used for comfort cooling application having a two pipe system to provide cooling. A boiler is placed separately for heating the system through the same common pipes in winters.

These chillers are quite old and due to difficulty in repairing and non availability of spares they are required to be replaced with similar type of machine and configuration.

One of these chiller shall be replaced with the same configuration and capacity machine and the other machine shall remain in service during the course of the replacement, the work shall include complete removal and disposal of existing plant and provide new chiller with latest technology and better energy efficiency, limiting the options within the present electrical load and demand profile such that no modification on the electrical supply side such as load enhancement or change in present electrical panel are required.

2.0 Detail of Existing Equipment :

Chiller :

- a) Make : Mcquay
- b) Quantity : 2 Nos [one working & one Stand by]
- c) Type : Air Cooled with remote condenser.
- d) Power : 123 KW

Condenser :

- a) Quantity : 2 nos [one working & one Stand by]
- b) Fans : 10 nos in each condenser
- c) Fan Dia : 24" dia

Pumps :

- a) Quantity : 6 nos [3 working & 3 stand by]
- b) Size : 7.5 HP [5.5 KW]

3.0 Basis of Design for new Chiller :

3.1 Location :

- i) Site Location : New Delhi
- ii) Geographic Location Latitude : 28°35 N
- iii) Height above Sea Level : 214 mts

3.2 Design Criteria :

3.2.1 Out Door Conditions :

		Summer	Monsoon	Winter
a.	Dry Bulb Temperature	110 ⁰ F (43.33 ⁰ C)	95 ⁰ F (35 ⁰ C)	45 ⁰ F (7.2 ⁰ C)
b.	Wet Bulb Temperature	75 ⁰ F (23.89 ⁰ C)	83 ⁰ F (28.3 ⁰ C)	41 ⁰ F (5 ⁰ C)

3.2.2 Inside Design Conditions:

- a. Dry Bulb Temperature : 75 ± 2 °F (24 ± 1 °C)
- b. Relative Humidity : Limited to 60 %

4.0 Scope :

4.1 Scope of Embassy:

The Embassy shall facilitate the work as follows :

Provide permit for access to the working area. Provide access for the movement of the equipment through the doors / walls by dismantling and / or removing portion of wall as necessary & repair / reinstall the same, provided the doors and passage for movement of equipment is identified on layout drawing beforehand.

Removing or relocating the plants /shrubs falling on the route of the proposed pipe line.

Final painting of the building walls and repairing of cut out in walls etc for pipes layout shall be carried by the Embassy at the final stage. This includes any type of water proofing at the terrace.

Power & Water for erection, testing and commissioning of the plant shall be provided by Embassy. Electricity shall be provided at any one point at site and contractor shall be responsible for arranging further utilization of power from this point onwards, however further power distribution should be limited and should be as per the basic rules of electrical distribution.

The main electrical distribution panel [MDP] presently being used for the AC system shall be used as main incomer and isolator station and can be used for feeding the new chiller and pumps power and control panels all the necessary cable and wiring from this panel down the line to other sub control & power panels shall be in the scope of the contractor.

Embassy will carry out the final finish & minor repair and painting of the walls and masonry repair surfaces excluding chiller system and its foundation.

4.2 Attachment : Drawing is attached here depicting the Plan and Elevation of the Plant Room.

4.3 Scope of Contactor :

The contractor shall isolate electrically and hydraulically and dismantle only one chiller out of the two chiller, such that one chiller continues to keep the system operational. Any modification, necessary to this effect such as providing new additional valves or rerouting / modifying the existing pipe lines shall be in the scope of the contractor. The contractor shall remove the old machine with all accessories outside the building and handover to the Embassy. Provide a new similar capacity Chiller system (100 Tr actual cooling capacity under design conditions) with same configuration, completed with all accessories placed on new foundation completely installed and commission and hook up the existing system.

The Contractor is required to provide a similar capacity machine as replacement to the existing keeping the dimensional options limited to the available space and electrical load.

The contractor shall lay the new concrete foundation for the Chiller machine and pumps in the plant room after excavating and preparing required footing for the foundation in the floor as per standard CPWD specification. The condenser shall be placed on the existing ISMC rail channel at the terrace after removing the existing condenser. The ISMC shall be cleaned and painted with two coats of primer and paint before the new condenser is placed on the ISMC. Other civil works such as breaking holes in concrete, brick & masonry work, for installation of equipment and laying of pipes, cables etc should be included in the contractor scope of work.

The layout, configuration and size of the new machine should be same as existing due to site space constraints. The skid mounted machine shall be located in the existing plant room including compressor and evaporator and the condenser of the machine shall be located at the terrace as per the existing set up.

In case during pipe rerouting if it is found that the header is corroded and requires replacement or some other urgent repair needs to be carried out such as non holding of main isolator valves etc, same shall be carried out at an extra cost.

The complete system including the remote condenser should be connected, tested and commissioned at site. The manufacturer or contractor shall be responsible for manufacturing, shipment, design, erection workman ship, testing and commissioning and performance for the entire system for which the warranty shall be valid. The manufacture shall arrange for the on-site testing of the chiller coefficient of performance.

The contractor shall paint and final finish the entire Chiller System that has been replaced with new, this includes the portion of the insulation and pipe repair work carried out on the existing pipe lines.

4.4 Dismantling and removal of Old unit:

One of the two existing Chiller along with its associated pumps, accessories, electrical cables and wires, old supports, base and foundation etc shall be removed such that at least one chiller remains in useful operation at all times. Necessary modification in the chilled water headers & pipelines, isolating valve re-arrangement including any minor electrical work shall be carried to facilitate the smooth replacement of the chiller demanding minimum shut down time.

Dismantling and shifting the old equipment out of the building, along with all the accessories shall be carried out by the contractor and hand it over to the Embassy. Embassy will have the complete right to either retain or dispose this dismantled equipment & accessories in part or full and the contractor shall have no right what so ever on this dismantled equipment & accessories.

The contractor shall also break and remove old concrete base of the one of the existing machine and associated three pumps and clean the debris suitably disposed off the site. The chiller and all related accessories (including old air cooled condenser) shall be dismantled without damaging the building and removed from the building.

However the recovery and disposal of R-22 gas from the system shall be done by the contractor as per the prevailing environmental laws.

5.0 Technical Specifications :

5.1 Chiller :

The Chiller should be for comfort application, with the Inlet / Out Chilled water temperature 12 / 7 Deg C. Manufactured and supplied 100 Tr (actual capacity per the Design conditions) chiller suitable for operation with 400 Volts, 3 phase, 50 HZ, high efficiency / performance electrically driven 100 TR (actual cooling capacity at site conditions), Air Cooled complete Chiller with set of positive displacement rotary screw compressors, independent refrigerant circuits including liquid line and accessories, R502 / R-134a /R-717 refrigerant, remotely located air cooled condenser with relief valve, oil separator, oil cooling, direct expansion shell & tube evaporator, unit mounted control system with fault diagnostic ability and all necessary safety and ASHRAE 90.1 2010 compliant.

The complete Chiller (except condenser) should be factory assembled, skid mounted unit placed on vibration isolators with all components. The sound pressure shall be measured as per ISO 3746 / 3744 and the parameters shall comply to the local and Central Pollution Control Boards standards. The machine shall be mounted on the vibration isolators level limits to 2mm/s.

5.1.1 Compressor:

The compressor should be electrically driven suitable for 400 Volts/ 3 phase/ 50 Hz power supply with star /delta starter. The motor should be gas cooled having internal inbuilt thermal protection from overheating. The transmission between the screw and the motor shall be preferably gearless, the compressor shall be direct driven semi hermetic type with single screw and should be field serviceable.

The starting load of the compressor should be with minimized inrush current affected by the capacity control valve automatically returning to the minimum load position.

Lubrication of all the internal moving parts is critical and preferably be by forced injection method or by refrigerant system differential pressure. The cooling of compressor oil could be achieved by liquid injection or other methods.

The compressor should have an oil separator with built in filter for better efficiency. The compressor should have ports for refrigerant economization action, sensors for high discharge temperature and provided with crank case oil heaters.

5.1.2 Capacity & Control

Compressor starting sequence shall be star delta type, controlled from the starter panel.

For Capacity control, the microprocessor shall control the compressor valve position, it should modulate the side valve capacity from 100% down to 25 % of the individual compressor capacity under stable operating condition and without hot gas by-pass. The system shall be loaded based on the leaving evaporator water temperature, controlled by the Control panel.

The unit should automatically respond and control conditions such as high condensing pressure, co-ordinate condenser fan operation, automatic unloading of compressor to prevent shutdown of system due to high pressure fault.

The power & control panel should control and monitor the basic operation of machine such as time of the day scheduling, external chilled water set point, current limit set

point including programmable relays, outdoor air temperature sensors with integral fan controls.

Operation and safety control shall include energy saving control, emergency stop switch, overload protection for compressor motor, high and low pressure cut outs, anti freeze thermostat and shut off switch for each compressor, chilled water reset, Soft load function, pass word protection, communication capability with PC or remote monitoring, discharge pressure control, lag & lead selection.

All the information regarding the unit's measured parameters such as evaporator & condenser temperatures and pressure, set points and over ride, over load, % capacity and limits, electrical operating parameters, Alarms and Safety control functions as pressure, faults etc., status of operating associated equipments as pumps etc., shall be reported on the display. The unit shall have internal calendar & clock for time of the day operation and scheduling and programming.

5.1.3 Evaporator:

Chiller shall include a shell & tube type evaporator, with refrigerant direct expansion in the tubes and water on shell side. The shell will be made out of carbon steel and internally finned / wound copper tube placed and expanded in place.

Evaporator shall be 2 pass type, with all cold parts including evaporator will be factory insulated with standard insulation material, internal & externally enhanced copper tube be placed inside the shell for refrigerant circuit. Evaporator working pressure rating on water side should be 150 psig /10 Bar and on the refrigerant side should be 200 psig / 13.5 bars and should comply to ASME code.

Safety such as antifreeze thermostat placed over the evaporator surface is desirable.

5.1.4 Condenser :

The condenser unit shall be suitable to be mounted outside, horizontal type with no vibration. The cabinet shall be made of galvanized steel with necessary coating to protect from environment impact under different outdoor conditions. The condenser coils should internally finned seamless suitably sized copper tubes, arranged in staggered row and mechanically expanded into rippled aluminum fins with full fin color for high efficiency. The condenser may have a sub cooler circuit to improve sub cooling and to eliminate possibility of liquid flashing. The rejected heat should not be polluting and should meet ecological requirement. The condenser shall be leak tested at factory.

The remote air cooled condenser should have a safety relief valve, purge system, and complete charged with refrigerant. The condenser should be provided with electrical driven fan with higher efficiency and low noise. Each fan should have a fan guard. It should be suitable for 230 Volts, single phase, 50 hertz fans and controls complete with Star/Delta closed transition starter having a single point power connect / disconnect switch with all necessary controls as under / over voltage protection and over load etc complete with cable connection. The fans & motors shall be suitable for outdoor application at -10 deg C to +55 Deg C, meeting standard IP 54 or higher. The condenser shall be complete with interconnecting copper pipe lines up to the chiller.

The sound pressure shall be measured as per ISO 3746 / 3744 and the parameters shall comply to the local and Central Pollution Control Boards standards.

5.1.5 Refrigerant Circuit :

The machine should have independent dedicated refrigerant circuit for each compressor that includes thermostatic expansion device, liquid line, valve and charging port, compressor shut off valve, oil separator, filter drier, sight glass with moisture indicator, insulated suction line with shut off valve. All copper tube and fittings shall be hard drawn seamless of approved make confirming to ASTM, B 280. Joints shall be brazed with oxy-acetylene torch by qualified technicians.

5.1.6 Chilled Water Pumps:

The pump shall be horizontal or vertical split casing type with single inlet centrifugal impeller. It should be mounted on common steel frame with direct coupled drip proof squirrel cage motor suitable for 400 V /3 phase/ 50 Hz complete with motor starter.

The pump selected shall be sized at 80 % to 85 % of the maximum impeller size, selection curve shall be submitted for review and excessive shut off head shall not be approved. Other standard accessories include air cock, drain plug, pressure gauges of suitable range at suction & discharge, flexible connectors for isolation of noise and vibration and should normally operate at 1500 rpm maximum. It should have heavy duty, grease lubricated ball bearing complete suitable for maximum operating load.

It should be able to withstand the hydraulic pressure as per manufacturer's standard and at least 1.5 times of the working pressure.

The MOC shall be compatible with chemical and physical properties of the liquid due to be used and shall also comply with the BS and other applicable international standards.

Chilled water pump shall be insulated with cladding as per standard industry practice.

5.1.7 Piping & Supports:

The chilled water piping shall be ERW, MS 'C ' class (heavy duty) confirming to IS 1239 (Part 1) for pipes up to 150 mm diameter wall thickness 5mm and IS:3589-1991 for above 200 mm diameter and above having of 6 mm minimum thickness.

Joints of the pipes will generally be welded type and shall be done by qualified welders and shall follow the Indian Standard Code of procedure for manual metallic welding of Mild Steel as per IS 823.

Pipe shall be cleaned before installation and with a coat of primer paint on pipe and supports before the installation. Supports shall be preferably floor supported as far as possible. The chilled water pipes shall be placed on PUF blocks over supports MS channel. The density of the PUF shall not be less than 48 Kg/ sqmt or on teak wood block with thickness not less than 80 mm with groove perfectly fitting the pipe circumference.

The pipes supports shall be properly designed for adequate load support, preferably supported from the floor complete with bracket saddles and anchors.

Installation of the pipe shall be per good industry practice, shall be in workman like manner, causing minimum disturbance to other services in the plant room.

All pipe fitting shall weld able type standard prefabricated wrought iron up to 150 mm diameter and shall be through equal bends, tees etc, no drilling or tapping of the pipe walls is permitted. Pipe size 200 mm diameter and above the fitting can be fabricated from the same pipe in at least four section and having a center of radius of at least 1.5 times pipe diameter, at site or in factory. Dead end shall be blank flanged type IS:6392 /71.

5.1.8 Valves:

All valves shall be heavy duty confirming to BIS 5155, 5152 and 780, non rising spindle type and suitable for 10 Kg/sq cm gauge working pressure. Valves up to 40 mm shall be screwed type and larger shall be flanged type.

Butterfly valve with CS body and EPDM /nitrite seat shall be considered as isolating valve, for flow control, balancing valve with internal pasts with SS 410 and built in pressure drop measuring facility. The non return valves shall dual plate, swing type, SS 401 plate and shaft confirming to BIS 778 and IS 5312, preferable flanged plate type.

5.1.9 Insulation:

The insulation of the chilled water pipe shall be carried with density 20 Kg /cubmt premoulded sections of rigid expanded polystyrene of TF quality of 'K' Value 0.023 Kcal /hr. sq mt / Deg C at mean temp of 10 Deg C.

The thickness for the insulation on pipes shall be 50 mm for pipes 150 mm diameter and greater and below 150 mm dia pipes the insulation thickness shall be 40 mm.

The insulation shall be placed on the cleaned and twice zinc chromate coated metal surface with the help of cold setting CPRX compound, all joints duly sealed, entire surface covered with polythene sheet of 500 g, with proper over lapping and sealed with adhesive tape of not less than 80 mm wide.

This shall be covered with hexagonal galvanized chicken wire mesh of size 24 gauge x ¾ inch.

Final surface shall be finished with aluminum sheet of 26 gauge and painted as per color codes.

6.0 Electrical Panel Modification:

The contractor shall inspect the existing Electrical panel and shall use the feeders including the spares, to supply the new Chillers and the pumps. The contractor shall make provision for supply and operation of two new chillers through this panel.

The effort shall be made to minimize the modification of the present main electrical panel that is supplying the power to the existing AC plant.

Except for this main distribution panel [MDP] all other electrical power and control panels required to successfully operate the system shall be supplied, installed, tested & commissioned, complete with wiring and earthing up to the equipment by the contractor.

Embassy shall allow the use of the existing MDP including the grounding /earthing and the incoming isolators. The further power supply down the line from this panel [MDP] to the equipment, power and control panels shall be carried out by the contractor.

All the electrical work shall be carried out in accordance with the local rules, Indian Electricity Act 1910 and subsequent amendment, regulations of Fire Insurance, and Indian Standard Code IS:732-1963.

Wiring work not covered under above rules shall be governed as per IEE & NEC, USA.

Shop drawing of the Electrical panel with final modification shall be submitted by the contractor.

6.1 Wiring :

All power wiring shall be carried out with 1100 V grade insulated, armoured, or PVC sheathed copper conductor operational rated for 50 / 70 Deg C temperature.

Cable should be sized for starting current of motors with proper derating factors. Control wiring shall be 1100 Volts, PVC / XLPE insulated copper conductor wire way or in conduit. Minimum size of control wiring shall not be less than 1.5 sq mm copper wire.

For all single / 3 phase wiring, 100 V grade PVC/ XLPE insulated copper conductor of adequate size shall be used.

Power Wiring /cable shall be copper armoured of following size :

- | | |
|----------------------------------|-------------|
| I. Up to 5 Hp motor (3.5 Kw) : | 4 x 6 sq mm |
| II. Up to 10 Hp motor(7.5 Kw): | 4 x 10sq mm |

6.2 Electrical Control Panels:

Panels shall be 2 mm thick mild steel, folded and braced metal enclose cubical indoor type, dead front, floor mounting /wall mounting type. The control panel shall be completely enclosed and dust & vermin proof by providing gaskets between adjacent compartment and covers and with lockable doors.

Panels and covers shall be properly fitted and square with frame and cut out accurately positioned. Base channel of 80 x 80 x 6 mm thick shall be provided for floor mounted panels. The panels shall have at least 25% spare space for future provision.

Equipment such as meters, lamps, etc shall be properly placed, providing the ease for top and bottom entry and termination of the cables.

All incoming and outgoing feeders shall be brought out to the terminal block at suitable location in the control panel.

All the wiring shall be color coded and labeled for identification.

Each circuit breaker shall be housed in a separate compartment and shall be enclosed on all side, lockable door duly interlocked with the breaker in 'ON' position.

Cable Laying :

Cable shall be laid in accordance with the Indian Standard Code, on at least 14 gauge galvanized sheet metal cable trays providing easy access to all cables for placement and withdrawal. Proper spacing shall be maintained between cables where more than one cable is placed on the tray.

6.3 Earthing :

The main distribution panel [MDP] is connected to the main earthing system of the building. The Contractor has to connect all electrical equipment such as machines, motors and sub panels to the earthing system laid out up to the MDP as follows :

All single phase metal clad switches and control panels shall be earthed with minimum 2 mm diameter copper conductor and 3 phase motors and equipment shall be earthed with two number dedicated copper wire or copper tape of suitable size. The earthing connection shall be tapped off the main earthing of the electrical installation. Sweated lugs of adequate capacity shall be used for all termination bolted to the equipment body after cleaning off the paint to make a proper connectivity.

The entire electrical installation shall be tested in accordance with the code IS 732-1963 before the commissioning of system and report furnished.

7.0 Civil Work :

All material and works shall conform to Indian Standard Specification or of other best international or CPWD specification & standards.

Earth Work :

The contractor shall arrange necessary tools and machine to excavate as required maintaining the bottom and sides of the excavation true to shape. If the bottom of the existing foundation is found to be soft, unstable shall be informed to the COR and corrective action be taken. New foundation cannot be cast on loose /filled up soil.

Cement :

Cement bags in storage for more than 3 months shall have to be retested before use.

Ordinary Portland Cement : IS 269-1976

Portland Pozzolana : IS 1489 – 1976

Fine Aggregate : It should pass the IS sieve no. 4.75 mm test sieve, leaving a residue of not more than 5% . the sand shall consist of natural sand, crushed stone or combination and should be washed if required.

Coarse Aggregate : It shall consist of natural gravel, broken stones, or other suitable material and should be hard strong and durable.

Concrete mix : Concrete shall be Grade M-20 (20 N /sq mm)or better depending on the application.

Compacting & Curing : Transporting, placing and curing of concrete of any section of the work shall be in continuous operation and no interruption shall be allowed.

Concrete shall be compacted with mechanical vibration. Adequate curing process by Hussein cloth or other material shall be carried for necessary time before loading the concrete.

8.0 General :

8.1 Safety

All safety measures should be followed and PPE such as safety belts, goggles, gloves, masks etc to be used by the workers. While working at heights metal scaffoldings, ladders etc should be used. The contractor is responsible for providing all tools, tackles including the above safety equipments.

8.2 Quality Assurance:

Chiller shall be rated in accordance with actual test carried out at site as per the procedure decided and accepted by Embassy. Pressure vessels shall be designed, constructed, tested, stamped and shall be complete with necessary safety devices in accordance with ANSI, ASME, JIS codes and manufacturers standards.

Chillers system shall be a product of OEM (Original Equipment Manufacturer) who is well experienced with supplying of such equipment, have supplied such machines in past of similar or higher capacities.

The entire work shall be carried as per the standards, codes and specification and Local laws.

The material, installation and workmanship shall satisfy the specification and codes, technical specifications are in addition to the standard codes. The rates quoted shall be net so as to include supplying, fabrication, erection, labor, supervision, tools, instruments, machines, testing & commissioning, transport, taxes and duties, insurance, contingencies, breakage, wastage, sundries, scaffolding etc necessary to complete the work in the best workmanship like manner to the satisfaction of the Contracting officer's Representative including all requirements as per the contract.

The work shall be carried out as per the program drawn and mutually agreed at the beginning of the work duly approved by the Contracting Officer representative. No claim what so ever for idle labor or on account of delay in completion of work shall be applicable except extension of time to be submitted to Contracting Officer representative.

The contractor shall make visit at site to clearly understand the site conditions & constraints and obtain all information including having first hand information of site.

8.3 Drawings & Documents : The contractor shall prepare & submit a single line drawing for approval of the pipe route. All drawings & documents received and generated are property of U.S. Government and shall be controlled and disseminated on need to know basis. Reproduction and distribution is prohibited.

Provide three sets of O & M manuals, G A drawing, P & I diagram, Electrical power and control wiring diagram for all the completed and finished work.

8.4 Testing & Balancing : Contractor shall carry out the testing & balancing of the entire system.

Manufacturer will carry out Test at site to demonstrate the capacity of the chillers in compliance to the international standards.

8.5 Working Hours: The contractor shall be permitted to work from 0900 hours to 1930 hours, Monday to Friday, except local and U S Government holidays. Work permission beyond normal working hours can be granted in special cases at no extra cost to the Embassy.

8.6 Man Power : The contractor /Working agency shall hire competent personals for carrying the work at site. A full time Senior executive shall be deputed at site for co-ordination, supervision of the work including the safety aspect of the work. The contractor shall have to apply on the prescribed format for all the manpower intended to be deployed to work inside the compound for Security clearance. Embassy shall scrutinize and verify the credentials of the persons and shall grant access on case to case basis.

8.7 Disposal of Rubbish : The contractor shall be responsible to remove rubbish on daily basis and keep the site clean and tidy through the duration of the execution of the work.

8.8 Training : Contractor shall apprise the Technical team of the Embassy for Dos and Don'ts of the System and train the staff for proper operation of the system.

8.9 Warranty : OEM shall provide the warranty for the entire system provided. The contractor shall provide a recommended list of spares for 2 years for trouble free operation.

9.0 Reference:

1. ASHRAE Systems and Equipment Hand Book 1992
2. ASHRAE Handbook, HVAC System 2008
3. Mechanical & Electrical Equipment for Building ; by Benjamin & Jhon S Reynolds
4. Technical Catalogue of Manufacturers.
5. National Electric Code
6. Indian Electric Code
7. Air Conditioning & Refrigeration Institute, Standard 550 /590 - 2003. [Performance Rating]
8. CPWD Civil Codes

ATTACHMENT # 3
UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS*
SOLICITATION # S-IN650-11-R-0078

	Items	Material	Labor	Overheads	Profit	Total
	Contractor Cost Head					
A	Supply, Installation, Testing & Commissioning of One new Chiller Plant including piping & electrical panels and cables & wiring.					
B	Dismantling & Shifting of one Existing Chiller Plant & associated equipment.					
C	Dismantling the foundation of Existing Chiller & Pumps and provide new foundation new chiller and pumps.					
D	Modification of Pipe lines to keep one chiller operational					
F	Modification in existing main Electrical Panel and wiring to keep one chiller operational					
	Chilled Water Pumps					
	Safety & PPE					
	Testing & Commissioning					
	Drawing & Documents					
	TOTAL [Rs]					
	ADD: VAT					
	GRAND TOTAL					

***The contractor is responsible to field measure and to quantify the required materials and tasks as to complete the job in accordance with scope of work**

LIQUIDATED DAMAGES

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government for **\$ 618** for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

INSURANCE

a. AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in INR:

Per Occurrence	Rs. 100,000
Cumulative	Rs. 1,000,000

2. Property Damage on or off the site in INR:

Per Occurrence	Rs. 100,000
Cumulative	Rs. 1,000,000

The foregoing types and amounts of insurance are the minimums required. **The Contractor shall also obtain any other types of insurance required by local law (like Workmen's Compensation, Employee's State Insurance, etc., or that are ordinarily or customarily obtained in the location of the work.** The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

b. GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

c. INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

d. TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) **General.** The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:
- (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having Jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the contracting officer determines to Be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

- (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) **Records.** The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (c) **Subcontracts.** The contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) **Written program.** Before commencing work, the contractor shall:
- (1) Submit a written plan to the contracting officer for implementing this clause.
The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
 - (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) **Notification.** The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

___ (7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- __ (8) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).
- __ (9) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (10) [Reserved]
- __ (11)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- __ (12)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (14)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- __ (15) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (16) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (17)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (18) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (19) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (20) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- __ (21) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (22) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- __ (23) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- __ (24) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

- (25) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ___ (26) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (27) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (28) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (29) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (30) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (31) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (32) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (33)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (34) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (35)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (36) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (37) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (38)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (39) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (40) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (41) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (42) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (43) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (44) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (45) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

(46) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (47) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (48) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (49)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

(1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT
PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.204-9 –	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.232-34 1996)	Optional Information for Electronic Funds Transfer Payment (AUG

The following FAR clause is provided in full text:

None

The following DOSAR clauses are provided in full text:

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and 2 copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall address invoices to:

**U. S. Embassy, New Delhi, India
Financial Management Officer
Shantipath, Chanakyapuri
New Delhi, India - 110021**

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Facilities Management Officer**.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b)The Business Management/Technical Proposal shall be in two parts, including the following information:

PROPOSED WORK INFORMATION - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

1. Customer's name, address, and telephone numbers of customer's lead contract and Technical personnel;
2. Contract number and type;
3. Date of the contract award place(s) of performance, and completion dates;
4. Contract total value after completion of work;
5. Brief description of the work, including responsibilities;

LICENSES

- (1) A copy of the company registration with the Ministry of commerce, New Delhi, India, or
- (2) For foreign companies, a copy of the company registration with the Foreign Companies Section of the Iraqi Ministry of Trade,

INSURANCE & PAYMENT PROTECTION INFORMATION

- (1) A statement identifying the insurance company from which the general liability insurance policy will be purchased if awarded the contract
- (2) A statement identifying the bank which will issue the bank guaranty letter if awarded the contract.

52.236-27 SITE VISIT (FEB 1995)

- a) The clause at 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for **September 6, 2011 at 1100 hours.**
- (c) Participants will meet at the 1, Bhagwan Das Road, New Delhi, India.
- (d) Prospective offerors who desire to participate in the site visit should contact the contracting officer at madridME@state.gov or at fax number 91-11-24198278, **no later than September 2, 2011** for arranging entry of their participants into the building. No substitutions will be permitted later. Complete names and designations of the individuals participating in the site visit should be provided, and the participants must carry a valid ID proof like driving license or passport or voter ID card during the site visit.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT
PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB
1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision is provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *Management Officer*, 011-24198000. For an American Embassy or overseas post, refer to the numbers below for the

Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 3 - PROPOSAL PREPARATION INSTRUCTIONS

6.1 General

6.2 Specific Requirements:

6.2.1 This solicitation incorporates the FAR provision 52.212-1, "Instructions to Offerors - Commercial Items.

The following Federal Acquisition Regulation clauses are incorporated in full text:

52.215-5 FACSIMILE PROPOSALS (OCT 1997) -

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as response to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is:
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Office after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		

(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of *[Note to contracting officer: insert country of performance and check the appropriate block below]*

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter, which can meet the equipment availability, delivery, installation, testing and commission requirements herein. Quotes shall include a completed solicitation. Provide manufacturers technical specifications and information on the Chiller sets and associated components.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by the offered prices in Prices - Continuation of SF-1449, block 23 or applicable page of this Solicitation. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- * equipment availability and delivery schedule;
- * adequate financial resources or the ability to obtain them;
- * ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- * satisfactory record of integrity and business ethics;
- * necessary organization, experience, and skills or the ability to obtain them;
- * necessary equipment and facilities or the ability to obtain them; and
- * be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provision is provided in full text:

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):
RESERVED

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply. - RESERVED

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)
RESERVED

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*.
RESERVED

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* RESERVED

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the

contract period if the contract period is less than a month) servicing the Government contract;
and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR
AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.