OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. SIN65013R0003	2. TYPE OF SOLICITATION _ SEALED BID (IFB) X NEGOTIATED (RFP)	3. DATE ISSUED 8/14/2013	Page 1 of 80

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR2741822	6. PROJECT NO.

7. ISSUED BY CODE IN650	8. ADDRESS OFFER TO
AMERICAN EMBASSY NEW DELHI 9000 NEW DELHI PL, ATTN: S/GSO WASHINGTON DC 20521-9000 UNITED STATES	The Contracting Officer Submit via e-mail at newdelhibids@state.gov

9. FOR INFORMATION CALL:	A. NAME Ashok Chellaramani	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)***

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

A. TABLE OF CONTENTS
B. SUPPLIES OR SERVICES AND PRICES/COSTS
C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
D. PACKAGING AND MARKING
E. INSPECTION AND ACCEPTANCE
F. DELIVERIES OR PERFORMANCE
G. CONTRACT ADMINISTRATION DATA
H. SPECIAL CONTRACT REQUIREMENTS
I. CONTRACT CLAUSES
J. LIST OF ATTACHMENTS
K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS OR RESPONDENTS
L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS
M. EVALUATION FACTORS FOR AWARD

Attachments:

Attachment 1 Letter of Bank Guaranty
Attachment 2 Scope of Work
Attachment 3 Drawings (if any)

11. The Contractor shall begin performance within 5 calendar days and complete it within 150 calendar days after receiving _ award, x notice to proceed. This performance period is x mandatory, _ negotiable. *(See .)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after Notice to Proceed in Item 12B.)* x YES _ NO	12B. CALENDAR DAYS 15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. The offers to perform the work required are due at the place specified in Item 8 by 1400 *hours* local time 9/04/2013. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee _ is, x is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS ➔

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM ➔	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO _ 10 U.S.C. 2304(c)( ) _ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

_ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	_ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA, BY	31C. AWARD DATE

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1442 BACK (REV. 4-85)

STANDARD FORM

11. SCHEDULE *(Include applicable Federal, State and local taxes)*					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Supply, Installation, Testing & Commissioning of 55TR Chiller at American Embassy, Chanakyapuri premises in accordance with the Statement of Work referenced in Sections C and J, Specifications, Drawings and all other documents incorporated into this contract. The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein. Funding Information: Total: $0.00 ---------- $0.00	1.00	EA	$0.00	$0.00

TABLE OF CONTENTS

SF 1442 cover sheet – Solicitation, Offer, and Award
A. TABLE OF CONTENTS
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SECTION B - SUPPLIES OR SERVICES AND PRICES / COSTS

B.1 SERVICES

The Contractor shall provide all materials, equipment, labor, and construction services required for performance of the supply, installation, testing and commissioning of 55TR Chiller at American Embassy, Chanakyapuri premises in accordance with the Statement of Work referenced in Sections C and J, Specifications, Drawings and all other documents incorporated into this contract. The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

B.2 TYPE OF CONTRACT

This is a firm fixed-price contract payable **entirely in local currency** on both the SF1442 and in Sub-Section B.3. No additional sums will be payable on account of 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 by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government (see Sub-Section F.9, Excusable Delays) as determined and approved by the Contracting Officer.

The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

B.3 CONTRACT PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the firm fixed-price indicated below and within the time specified herein. This price shall include all labor, materials, and insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance (which shall not be a direct reimbursement), profit, and if applicable, value added tax (VAT), and DBA insurance (if applicable), see Sub-Sections B.4 and B.7. Any costs not separately priced will be considered to be included in the overhead and other indirect costs.

The offerors shall insert the prices of their offer below:

a) **TOTAL NET PRICE:** _____

b) **VALUE ADDED TAX (VAT), if applicable: Rate _____ % Amount _____**

c) **FREIGHT (if not included in Net Price):** _____

d) **Crane Hiring Charges:** _____

e) **If applicable:**
DEFENSE BASED ACT INSURANCE (DBA): _____
(Note: DBA insurance cost not subject to VAT)

TOTAL PRICE (a+b+c+d) _____

f) **Buy back price for the old AHU:** _____

CURRENCY: _____

B.4 DELHI VALUE ADDED TAX (DVAT)

If applicable, the contractor shall be responsible paying to the appropriate authority, the applicable rate of Value Added Tax. Offerors shall identify Delhi Value Added Tax (DVAT) as a separate line item in Section B. The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting contract. The Contractor will be reimbursed for DVAT only to the extent contractor provides documentary proof that DVAT has been paid to the host government up to the VAT amount included in Section B.3. Any refund of DVAT to the contractor shall be paid over to the Government to the extent the Government reimbursed the contractor for the DVAT payment.

B.5 EXCISE DUTY

Excise Duty Exempted: Exempted Against Excise Exemption Certificate Issued By Ministry of External Affairs In Accordance With Central Excise Notification No. 17/2012 Dated March 17, 2012. Please mention the percentage and amount of excise duty separately, but do not include in the cost.

B.6 CENTRAL SALES TAX (CST)

Central Sales Tax Exempted: Form-J will be provided in lieu of Central Sales Tax under Section 6(4) of the Central Sales Tax (REGISTRATION AND TURNOVER) rules, 1957 under rule 12(11A).

B.7 DEFENSE BASE ACT INSURANCE (DBA)

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship. This insurance may be obtained from any authorized DBA insurance broker, see Sub-Section I.11, FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984).

New DBA insurances policies can be purchased directly from any Department of Labor (DOL) approved insurance carrier. A list of DOL approved carriers may be found at http://www.dol.gov/owcp/dlhwc/lscarrier.htm All Department of State Acquisition Regulation (DOSAR) clauses requiring DBA purchase from a designated provider are suspended to allow contractors to purchase insurance from any DOL approved insurance carrier.

B.8 COST OF MATERIALS / EQUIPMENT

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed firm fixed-price.

B.9 ABBREVIATIONS

NET PRICE	Contract Amount without Value Added Tax, Custom Duty, Excise Duty.
VAT	Value Added Taxes
DBA	Defense Base Act
CO	Contracting Officer
COR	Contracting Officer's Representative

SECTION C - DESCRIPTION/ STATEMENT OF WORK / SPECIFICATIONS

C.1 GENERAL DESCRIPTION OF GOODS /SERVICES:

Project: supply, installation, testing and commissioning of 55TR Chiller at American Embassy, Chanakyapuri premises - as per Statement of Work see section J Specifications and Drawings (if any).

C.2 CHARACTER AND SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract, subject to exceptions stated in the Specifications/Statement of Work for materials and equipment to be provided, or work to be performed, by the Government or by others under separate contracts, or otherwise specifically indicated in the contract drawings or Specifications/Statement of Work as not included in the contract.

C.3 SPECIFICATIONS/STATEMENT OF WORK

The Specifications/Detailed Statement of Work are not provided as hard copies. The Specifications/Detailed Statement of Work are incorporated into this solicitation and the resulting contract at Section J, Attachment 2. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the order outlined in Section I, FAR 52.236-21, “Specifications and Drawings for Construction”.

C.4 DRAWINGS AND PLANS

Drawings and plans, if any, are set forth in Section J, as Attachment 3. In case of differences between small and large-scale drawings, the latter shall govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

SECTION D - PACKAGING AND MARKING

D.1 DUTY-FREE CLEARANCE

In accordance with the procedure described in Section H.16.1(b) Duty-free clearance, all shipping containers or otherwise, shall be labeled as follows:

U.S. EMBASSY New Delhi, India
Shanti Path,
Chanakyapuri,
New Delhi – 110 021
India

FOR: FMS 55 TR CHILLER PROJECT
Attention: Construction / Renovation Project – Contract No_____

Items shall be marked "Diplomatic Cargo".

Delivery times: to be coordinated with the COR.

D.2 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS

Separate packaging of electronic media and hardcopy material
The prime Contractor and any associated subcontractors will package all drawings and electronic media (Sensitive But Unclassified (SBU) and unclassified) in separate mailing packages, specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.

Double wrapping and addressing of packages
For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, SBU and unclassified, is double wrapped with both layers addressed properly and labeled with the sender's address. No indication that the contents are SBU should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.

Packaging heavy materials in appropriate containers
In applying the above double wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall have the inner package enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. The cardboard box or mailing tube counts as the second layer of wrap.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-12 - INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition: "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
(c) Government inspections and tests are for the sole benefit of the Government and do not
(1) Relieve the Contractor of responsibility for providing adequate quality control measures;
(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
(3) Constitute or imply acceptance; or
(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
(g) If the Contractor does not promptly replace or correct rejected work, the Government may --
(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
(2) Terminate for default the Contractor's right to proceed.
(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion

of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.2 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

E.3 USE OF EQUIPMENT BY THE GOVERNMENT

E.3.1 Right to use. The Government may take over and operate, with Government employees, such equipment as is necessary for heating/cooling or security equipment such areas of the building as require the service, and other equipment such as elevators, electrical, plumbing and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

E.3.2 Notice. The COR will advise the Contractor in writing, prior to the use of the equipment, which items of equipment will be operated, and the date and time such operation shall begin.

E.3.3 Effect on warranties. Government operation of equipment will not relieve the Contractor of any warranty or correction obligations elsewhere provided for in this contract. The applicable correction period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the applicable provisions of this contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

E.4.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.4.3 *Final Inspection and Tests* - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

E.4.4 *Final Acceptance* - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

E.5 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL

E.5.1 The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR seven (7) days after end of weekly period.

E.5.2 Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

E.5.3 Monthly Report: The Contractor shall render a monthly progress report and pictures (significant items), summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improved conditions, recommendations, and other matters related to this contract. This monthly report shall be submitted to the COR, together with the Contractor's monthly invoice.

E.5.4 Inspection by Government: The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within 05 calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than 150 days after the issuance date of the Notice To Proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

F.2 FAR 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 in the amount of ***$200*** for each calendar 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.

F.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 05 (working days) after pre-construction conference".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,
(2) Constitute acceptance or approval of any delay, or
(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.4 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

F.5 NOTICE TO PROCEED

(a) Upon award of the contract, the Contracting Officer may provide to the Contractor a Limited Notice to Proceed (LNTP) which shall allow the contractor to commence with planning, initiate limited mobilization work activities, including submissions, establishment of site offices and lay-down areas.

Following receipt of the bonds, evidence of insurance and acceptance of these documents, the Contracting Officer will provide to the Contractor a Full Notice to Proceed (FNTP).

(b) The Contracting Officer may elect to issue the FNTP prior to receipt and acceptance of any bonds, evidence of insurance, or of the construction schedules required by the contract. Issuance of a FNTP by the Government before receipt and acceptance of the required bonds, insurance certificates or policies, and the construction schedules shall not be a waiver of the requirement to furnish these documents.

F.6 WORKING HOURS

As the project takes place off of the U.S. Government property, host country laws and regulations apply. All work shall be performed during 0830 to 1700 each working day (Monday to Saturday). Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

F.7 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held after contract award at ***FMS Conference Room , American embassy, Gate 'C', Chandragupta Marg, New Delhi,*** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. The date and time shall be informed to the contractor, after award of the contract,

via E-mail or telephonically, by Contracting Officer's Representative (COR) of the contract. See FAR 52.236-26, Preconstruction Conference

F.8 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver to
Section H. Securities/Insurance	1	15 days after NTP	CO
Section F. Construction Schedule	1	5 days after Pre-Construction conference	COR
Section F Preconstruction Conference	1	10 days before issuance of NTP	COR
Section H. Personnel Biographies	1	10 days after award	COR
Section G. Payment Request	1	last calendar day of each month	COR
Section E. Request for Substantial Completion	1	15 days before inspection	COR
Section E. Request for Final Acceptance	1	5 days before inspection	COR

NOTE: Any and all costs for the preparation, handling and submission of weekly and monthly reports shall be included in the total price of the contract.

F.9 HOLIDAY SCHEDULE

a. The Department of State observes the following days as holidays:

HOLIDAY	TYPE
New Year's Day	American
Martin Luther King's B'day	American
Presidents' Day	American
Holi	Indian
Ram Navami	Indian
Good Friday	Indian
Memorial Day	American
Independence Day	American
Raksha Bandhan	Indian
Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Mahatma Gandhi's Birthday	Indian
Columbus Day	American
Diwali	Indian
Guru Nanak's Birthday	Indian
Veterans' Day	American
Idu'l Fitr	Indian
Thanksgiving Day	American
Christmas Day	American

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

b. When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

F.10 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if --

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include --

(i) Acts of God or of the public enemy,
(ii) Acts of the Government in either its sovereign or contractual capacity,
(iii) Acts of another Contractor in the performance of a contract with the Government,
(iv) Fires,
(v) Floods,
(vi) Epidemics,
(vii) Quarantine restrictions,
(viii) Strikes,
(ix) Freight embargoes,
(x) Unusually severe weather, or
(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

F.11 FAR 52.242-14 - SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted
(1) By an act of the Contracting Officer in the administration of this contract, or
(2) By the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
(c) A claim under this clause shall not be allowed --
(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

G.2 DOSAR 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.**

G.3 COR DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval (except for the final invoice, which must be approved by the Contracting Officer), and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract.

G.4 PAYMENT

G.4.1 General

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

G.4.2 Detail of Payment Requests

Each requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Contractor shall address invoices to:

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

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

G.4.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, the Contractor may elect to delete paragraph (4) from the certification.)

"I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____
(Name)

_____
(Title)

_____
(Date)"

G.4.4 Evaluation

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the COR does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the COR shall advise the Contractor of the reasons therefore.

G.4.5 Additional Withholding

Independently of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts considered necessary to cover:

(a) Wages or other amounts due the Contractor's employees on this project;
(b) Wages or other amounts due employees of subcontractors on this project;
(c) Amounts due suppliers of materials or equipment for this project; and
(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damages when the Contractor has failed to make adequate progress.

G.4.6 Payment

In accordance with FAR 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.5 ADVANCE PAYMENT

Advance Payments **shall not** be authorized during the performance of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND REQUIREMENTS

H.1.1 Bonds Required

Pursuant to FAR 52.228-15 - "Performance and Payment Bonds – Construction" and FAR 52.228-13, the Contractor shall furnish Bank Guarantee in the amount 20% of the contract price as a Performance/Payment surety. Samples of bank guarantee sureties acceptable to the Government are shown in sample forms in Section J, Attachments 1.

Please ensure that you have fully priced the cost of the Bank Guarantee in your fixed construction price because no price adjustment for Bank Guarantee will be considered after award. This contract requires Bank Guarantee. **No use of retention as a substitute for the Bank Guarantee will be considered or allowed.**

H.1.2 Time for Submission

The Contractor shall provide the information required by the paragraph above within fifteen (15) working days after issuance of Notice to Proceed. Failure to timely submit the required security 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), which is included in this purchase order.

H.1.3 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, 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.

H.1.4 Duration of Coverage

The required 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 shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final 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.

H.1.5 FAR 52.228-2 – ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if -
(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

H.2 INSURANCE

H.2.1 Amount of Insurance

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause the Contractor is required to provide and maintain whatever insurance is legally necessary.

The Contractor shall, at his own expense, provide and maintain during the entire performance period General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the minimum amount stated below.

1. Bodily Injury on or off the site stated in Indian Rupees (Rs.):

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

2. Property Damage on or off the site in US Dollars:
   Per Occurrence Rs.100,000
   Cumulative Rs.1,000,000

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law 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.

H.2.2 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.

H.2.3 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 "Disputes". However,

nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.2.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within fifteen (15) working days after Notice To Proceed. 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 Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 the following definitions shall apply when used in connection with this contract:

(a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

(b) Day means a calendar day unless otherwise specifically indicated.

(c) Host Country means the country in which the project is located.

(d) Government-Furnished Property means property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.

(e) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with the project.

(f) Limited Notice to Proceed (LNTP) means a written restricted from the Contracting Officer authorizing the Contractor to complete only such work as allowed by the LNTP and described herein as of a date set forth in the notice.

(g) Full Notice to Proceed (FNTP) means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the notice.

(h) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(i) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(j) Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(k) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(l) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(m) Work means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

(n) IAW means "in accordance with".

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 Ownership and Use of Drawings, Specifications and Models

(a) Ownership. All designs, drawings, specifications, models, notes and other works developed in the performance of this contract shall become the sole property of the US Government and may be used on any other design construction without additional compensation to the Contractor. The US Government shall be considered "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(B) of Title 17, United States Code. The Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to furnish all retained works at the request of the US Government. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specification, and any other documents.

(b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor or by the Contractor on other work and, with the exception of the signed Contractor set, additional copies thereof provided to or made by the Contractor shall be returned or suitably accounted for by the Contractor upon final completion of the work.

H.4.2 Supplemental Documents

Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 Record Documents

The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "As-Built" Documents

After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
(2) record shop drawings and other submittals, in the number and form as required by the specifications.
(3) Comprehensive warranty for one year from the date of final completion.
(4) All the manufacturer's warranty related to the equipment installed.

H.5 SECURITY

The following considerations shall be followed by the Contractor and/or shall be incorporated into the design documents.

(a) All documents received or generated under the contract are the property of the US Government.
(b) All documents, are to be controlled and disseminated on a need—to-know basis. Reproduction and distribution is prohibited without express approval of the US Government. All design and construction documents generated shall be annotated as follows:

WARNING
This document is the property of the US Government. Further reproduction and/or distribution is prohibited without the express written approval of the US Government.

(c) All documents shall be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents shall only be disseminated on a strict need—to—know basis, and shall not be further disseminated without prior authorization from the US Government.
(d) Those receiving proposed and/or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, shall be responsible for these materials while in their possession, or that of any of their subcontractors. They shall return all documents, including all copies, promptly upon demand by the US Government.

(e) The US Government shall be afforded the opportunity to review all photographs and/or negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific advance written approval from the US Government.

(f) The US Government reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.6 GOVERNING LAW

This contract and the interpretation thereof shall be governed by the laws of the United States of America.

H.7 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.8 LAWS AND REGULATIONS

H.8.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.8.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.8.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.8.4 Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

H.9 RESPONSIBILITY OF CONTRACTOR

H.9.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.9.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted in writing under the contract.

H.9.3 Utilities and Facilities

The Contractor shall be provided temporary connections to existing Government utilities, including water and power at one point, and shall coordinate aforesaid connections with the COR. Further distribution of these services shall be contractor's responsibility. The Contractor shall not be permitted to house labor on site and should make its own arrangements for transporting labor to and from the site. No parking on or of site will be allowed.

H.10 CONSTRUCTION OPERATIONS

H.10.1 Operations and Storage Areas

(a) Confinement to Authorized Areas - The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR.
(b) Vehicular Access - The Contractor shall and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.10.2 Use of Premises

(a) Occupied Premises - If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
(b) Requests from Occupants - Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

(c) Access limited - The Contractor shall provide their employees and sub contractors with working badges to facilitate access to the construction site. Contractor personnel shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Government.

H.11 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

H.12 SAFETY

H.12.1 Accident Prevention

(a) General - The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public, Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operation and delays in project completion dates; and (3) 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.
(b) Safety Manager - (1) The Contractor shall designate a safety manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks. (2) If, during the performance of this contract, the contractor encounters hazardous materials (including asbestos-containing materials, etc), the contractor shall immediately report the situation to the COR.
(c) 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 or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the COR.
(d) Subcontracts - The Contractor shall be responsible for its subcontractors' compliance with this clause.
(e) Written Program - Before commencing work, the Contractor shall --
(1) Submit a written proposal for implementing this clause; and
(2) Meet with the COR to discuss and develop a mutual understanding relative to administration of the overall safety program.
(f) Notification - The COR will 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 at 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 issued under this clause.

H.13 SUBCONTRACTORS AND SUPPLIERS

H.13.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by the contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.13.2 Approval of Subcontractors

(a) Review and approval The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.
(b) Rejection of subcontractors The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.14 CONSTRUCTION PERSONNEL

H.14.1 Key Personnel

a) The Contractor shall assign to this contract the following key person to the identified position/function:

Position/Function	Name
Project Manager	
Site Superintendent	
Quality & Safety Assurance Officer	

The offeror shall provide a detailed resume and the experience of these individuals. At least two of these individuals shall be technically qualified current employees who have worked with the offeror for more than 1 year managing similar projects. If any of these individuals are not current employees provide a letter of intent. All of the above are considered to be Key personnel and are required to be able to read, write, speak, and understand English fluently; the contractor shall provide proof with their submittal.

b) During the entire performance period of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph H.14.4 to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

H.14.2 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The COR may require, in writing, that the Contractor remove from the work any employee that the COR deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the COR to be contrary to the Government's interests.

H.14.3 Notice to the Government of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

H.14.4 Construction Personnel Security Clearance

After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 15 to 20 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification 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 a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

H.15 MATERIALS AND EQUIPMENT

H.15.1 Selection and Approval of Materials

(a) Standard of quality - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
(b) Selection by Contractor - Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. The Contractor shall provide such information in a sufficiently timely manner to permit evaluation against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register within 15 calendar days of contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.15.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the COR, the Contractor shall clearly mark in a manner directed by the COR all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this US Government project.

H.15.3 Basis of Contract Price

The contract price is based on the use of materials, products and equipment specified in the contract and substitutions or "Or-Equal" items proposed by the Contractor, which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.15.4 Substitutions

(a) Prior approval required before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor must receive approval in writing from the COR. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the COR's opinion, the use of such substitute items is not in the best interests of the Government, the

Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings - The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the COR. Such substitution requests shall be submitted in a timely manner and shall be supported by the required information.

(c) Final approval on delivery - Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.15.5 "Or-Equal Clause"

References in the specifications and drawings, to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the COR the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the specifications and drawings, unless otherwise specifically provided in this contract.

H.15.6 Use and Testing of Samples

(a) Use-approved samples not destroyed in testing will be sent to the COR. Those in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) Failure of Samples - Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) Taking and testing of Samples of various materials or equipment delivered on the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) Cost of additional testing by the Government - Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.16 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.16.1 Shipment and Customs Clearance

(a) Costs to be borne solely by Contractor The Contractor is solely responsible without right of reimbursement from the Government for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place of origin to the construction site. Moving costs shall include, but not necessarily be limited to packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance The Contractor shall follow the instructions of the contract as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be solely responsible without right of reimbursement from the Government, for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the contract instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

(c) Customs Clearance The Contractor shall be responsible for obtaining customs clearances. The US Government shall be responsible for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment that are labeled and processed in accordance with the contract instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.16.2 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.17 SPECIAL WARRANTIES

H.17.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction" insofar as they do not conflict with the provisions of such special warranties.

H.17.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractor, manufacturer, or supplier's guaranty or warranty legally binding and effective, and shall submit both the information and the guaranty or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guaranty or warranty, but not later than completion and acceptance of all work under this contract.

H.18 EQUITABLE ADJUSTMENTS

H.18.1 Basis for Equitable Adjustments

a) Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) FAR 52-243-4 “Changes” clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 days stating:
(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.18.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within ten (10) calendar days of occurrence in accordance with additional information provided in FAR 52.236-2, Differing Site Condition.

H.18.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and
shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable) and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable

adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.19 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

H.20 ZONING APPROVALS AND BUILDING PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H.21 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the prior written consent of the Contracting Officer.

H.22 AVAILABILITY OF FUNDS

As noted in FAR 52.232-18, the Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives written notice from the Contracting Officer confirming such availability.

SECTION I - CONTRACT CLAUSES

I.1 FAR 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 Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

Clause	Title and Date
52.202-1	Definitions (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics (APR 2010)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.204-7	Central Contractor Registration (DEC 2012)
52.204-9	Personal Identification Verification Of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-5	Certification Regarding Responsibility Matters (Apr 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Feb 2012)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)

52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	Combating Trafficking In Persons (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-2	Additional Bond Security (OCT 1997)
52.228-3	Workers' Compensation Insurance (Defense Base Act)(APR 1984)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)

(a) The Contractor shall submit one of the following payment protections:

BANK GUARANTEE

(b) The amount of the payment protection shall be 20% percent of the contract price.

(c) The submission of the payment protection is required within 10 days of issuance of Notice to Proceed. Notice to proceed will be issued 10 days before start of the project.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.228-15	Performance and Payment Bonds – Construction (OCT 2010)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)

52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-1	Government Property (APR 2012)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.249-14	Excusable Delay (APR 1984)

The following clauses are set forth in full text:

I.2 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUG 2012) (DEVIATION)

(a) Definitions. As used in this clause -

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means -

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-chatacter suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-chatacter suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that -

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;
(2) The Contractors CAGE code is in the SAM database; and
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active." The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes -

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;
(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(1) A contractor may obtain a DUNS number -
(i) Via the internet at http://fedqov.dnb.com/webform or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
(ii) If located outside the United States, by contacting the local DUN and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contact when contacting the local DUM and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:
(i) Company legal business name.
(ii) Trade style, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to -

(A) Change the name in the SAM database;
(B) Comply with the requirements of subpart 42.12 of the FAR; and
(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other

than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through https://www.acguisition.qov or by calling 866-606-8220, or 334-206-7828 for international calls.

I.3 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act ahs not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of

a person for the purpose of a commercial sex act.
(b) *Policy*. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements*. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contactor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip .

I.4 FAR 52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by

OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.5 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and

shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.6 DOSAR 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.

I.7 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

I.8 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.9 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (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* .

I.10 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.

I.11 DOSAR 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 is a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.12 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 that 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.

I.13 DOSAR 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO.PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Specifications	10
Attachment 3	Drawings	If any, shall be made available at the time of site visit.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OFFERORS OR RESPONDENTS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 (3l USC 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.

(d) Taxpayer Identification Number (TIN).

TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentaltiy of the Federal Government.

(e) Type of Organization.

[ ] Sole Proprietorship;
[ ] Partnership:
[ ] Corporate Entity (not tax exempt);
[ ] Corporate Entity (tax emempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) Common Parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
[ ] Name and TIN of common parent;

Name _____
TIN _____

K.2 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 for Construction Management, commercial and institutional building or Warehouse construction; 237310 for Construction Management, highway road, street or bridge; 237990 for Construction Management, outdoor recreation facility; 236118 for Construction Management, residential remodeling; 237110 for Construction Management, water and sewage line and related structures.

(2) The small business size standard is$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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.

K.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

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

" 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.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) [ ] Outside the United States.

K.4 52.209-7 – Information Regarding Responsibility Matters. (Feb 2012)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal

contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

K.5 FAR 52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

(a) Proposals must be

(1) Submitted on the forms furnished by the Government or on copies of those forms, and

(2) Manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

(1) Lump sum price;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

K.6 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

_____

Telephone Number: _____

K.7 DOSAR 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.

[Proposal Note: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm.]

K.8 652.228-70 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 *where there are no* 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 *are* local workers' compensation laws		**Local nationals: _____** **Third Country Nationals: _____**

(b) The contracting officer has determined that for performance in the country of ***India***

✓ 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) RESERVED

K.9 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions*.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.
http://www.statebuy.state.gov

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

L.2 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: $ 40,000 to $ 100,000.

L.3 REVIEW OF DOCUMENTS

Each offeror is responsible for:

(1) Obtaining a complete set of contract drawings and specifications;
(2) Thoroughly reviewing such documents and understanding their requirements;
(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
(4) Determining that all materials, equipment and labor required for the work are available.
(5) Furnishing complete information to subcontractors and suppliers, to include details of specifications and quantities.

Any ambiguity in the solicitation, including specifications and contract drawings, shall be reported immediately to the point of contact (POC) listed in block 9 of the Standard Form 1442. Any prospective offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the POC listed in block 9 of the Standard Form 1442 not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments which are a part of this solicitation.

L.4.2 QUALIFICATIONS OF OFFERORS

Offerors / quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror / Quoter must meet the following requirements:

(1) Be able to understand written and spoken English;
(2) Have an established business with a permanent address and telephone listing;
(3) Be able to demonstrate prior construction experience with suitable references;
(4) Have the necessary personnel, equipment and financial resources available to perform the work;
(5) Have all licenses and permits required by local law;
(6) Meet all local insurance requirements;
(7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
(8) Have no adverse criminal record; and
(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

L.4.3 SUMMARY OF INSTRUCTIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

(a) Each quotation must consist of the following:

Volume	Title	No. of Copies
1	Price Proposal, to include: • SECTION A - Executed Standard Form 1442, SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair);	1
	• SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS: Price Proposal; completed Section B.3, CONTRACT PRICE.	
	• Completed SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..	

2	Technical Proposal: In your technical proposal provide complete technical details of your proposed solution. This may include layout sketch and cut sheet / catalogs with all the technical details required to evaluate the equipment, materials and design which is being proposed. Also include all elements specified under Sub-section L.4.4.3	1

(b) Submit the complete quotation to the address indicated on Standard Form 1442 and e-mail at newdelhibids@state.gov.

(c) The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

L.4.4 DETAILED INSTRUCTIONS

L.4.4.1 Proposals that are missing a significant amount of the required information may be eliminated from consideration at the government's discretion.

L.4.4.2 Volume 1:

(a) **Standard Form 1442** - Complete blocks 14 through 20C
(b) **Section B** - Complete Sub-Section B.3
(c) The statement of work, specifications and drawings are provided in sections C and J. As stated in Section C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK, the Contractor shall construct this project in accordance with the technical requirements and shall comply with the general requirements governing construction and commissioning of the work. Should the Offeror be of the opinion that the statement of work provides for options or choices in the methodology of accomplishing certain tasks, it will be necessary for these to be raised in the form of a request for information or question prior to submitting a price proposal i.e. prior to the due date for proposals. Should the offeror still consider the response to be insufficient in its clarification, the offeror must identify all options or choices he believes is offered by the statement of work and other specifications and state which method he has priced into his fixed-price offer. Such choices shall normally be restricted to methodology in performing certain task. The contractor must specify which method was included in the firm fixed-price and this shall clearly be listed in the breakdown of price proposal.
(d) **Section K**, a completed Representations, Certifications and other Statements of Offerors or Respondents.

NOTE: If applicable, the Value Added Tax (VAT) shall be identified as a separate line item in Sub-section B.3.

L.4.4.3 Volume 2: TECHNICAL PROPOSAL

Performance schedule and Business Management/Technical Proposal.

(A) PERFORMANCE SCHEDULE

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 schedule in MS-project. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

An estimated down time during transition of old and new chillers when there is no cooling available from the 55-ton chiller.
Please provide the lead time to purchase the equipments pertaining to the project.

(B) MANAGEMENT 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, his technical qualification, experience and amount of time he will be spending on the site for the said project;

(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; and,

(C) CONSTRUCTION EXPERIENCE AND PAST PERFORMANCE - Provide the following:

List all contracts and subcontracts your company has held over the past three years for the same or similar work. In addition USG would like to have detailed examples of work very similar to the current project with customer reference. 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; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

(D) AUTHORIZATION AND PERFORMANCE (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 Ministry of Trade,

(E) FINANCIAL CERTIFICATION (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.

(F) PERFORMANCE OF WORK BY CONTRACTOR.

Identify the work, by percentage that will be performed by the contractor with its own work force on site. Identify sub-contractors that will perform more than **10%** of the work. For the sub-contractors identified, list the percentage of work they will perform, and provide documentation that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.

(G) TECHNICAL PROPOSAL – DESIGN CRITERIA

In your technical proposal provide complete technical details of your proposed solution. This may include layout sketch and cut sheet / catalogs with all the technical details required to evaluate the equipment, materials and design which is being proposed.

L.4.4.4 RELATIONSHIP BETWEEN INSTRUCTIONS AND EVALUATION

Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

L.5 FAR 52.236-27 - SITE VISIT (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 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 are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **11:00 hours on August 22, 2013 at American Embassy, Chanakyapuri, New Delhi – 110021.**

(c) Participants will meet at G**ate # C, Chandragupta Marg, Chanakyapuri, New Delhi.**

L.6 LATE QUOTATIONS

Late quotations shall be handled in accordance with FAR provision 52.212-1(f).

L.7 PROPOSAL DUE DATE

The offers shall be e-mailed at newdelhibids@state.gov with the subject line as "Proposal against Solicitation No.SIN65013R0003 – Supply, Installation, Testing and Commissioning of 55TR Chiller" **no later than 14:00 hours September 4, 2013.**

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL

To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS OR RESPONDENTS, and shall meet all the requirements set forth in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The Government intends to make award to the lowest priced offer, provided the offeror submits an acceptable technical proposal, offers a fair and reasonable price, and the offeror is determined to be responsible. Negotiations may be conducted to obtain clarifications or improvements in the offeror's proposal. Evaluations will be conducted in accordance with the procedures set forth below:

(a) **Initial Evaluation** - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Sub-Section L.4, SUBMISSION OF OFFERS. Proposals that are missing a significant amount of the required information may be eliminated from consideration at the Government's discretion.

(b) **Technical Evaluation** - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of each element of the Technical Proposal identified in Section L.4.4.3.

(A) Performance Schedule
(B) Management Information
(C) Construction Experience and Past Performance
(D) Authorization and Performance
(E) Financial Certification
(F) Performance of Work by Contractor
(G) Technical Proposal – Design Criteria

(A) The Government will evaluate the performance schedule and performance narrative to review the sequence of work and to ensure that performance will be completed on time in accordance with the contract period of performance and that the contractor has demonstrated a clear understanding of the project. The end result of this review will be a determination of technical acceptability or unacceptability.

(B) The Government will evaluate the information Contractor provided under Section L.4.4.3, Management Information, including list of names of the owners, partners and principal officers, list of all subcontractors, a comprehensive list of equipment owned, equipment available and equipment projected to be assigned including subcontractors'. The

Government will also evaluate the required Contractors local permits, certification and licenses.

(C) The Government will evaluate the construction projects or contracts provided to evaluate both experience and past performance. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope and complexity. Past performance relates to how well a contractor has performed. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the projects submitted, it may evaluate those contracts in addition to those submitted.

(D) The Government will evaluate the offeror's proposal to verify that the offeror is in possession of authorization to operate and do business in the country in which this contract will be performed in accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(E) The Government will evaluate the offeror's proposal to verify that the offeror has provided an acceptable letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be provided punctually, and in accordance with the contract requirements at Section H.1.

(F) The Government will evaluate the amount of work to be performed by the contractor on site and the amount of work to be performed by sub-contractors. The Government will review the experience of the proposed subcontractors relevant to the works planned to be assigned to them under this contract.

(G) The Government will evaluate the offeror's proposal to verify that the offeror has provided complete technical details of your proposed solution. This may include layout sketch and cut sheet / catalogs with all the technical details required to evaluate the equipment, materials and design which is being proposed.

(c) **Responsibility evaluation** – Contractor responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

(1) Adequate financial resources or the ability to obtain them;
(2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
(3) Satisfactory record of integrity and business ethics;
(4) Necessary organization, experience, and skills or the ability to obtain them;
(5) Necessary equipment and facilities or the ability to obtain them; and

(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. In establishing whether or not a price proposed has been understated, a comparison may be made between the proposed price and that of (1) the independent government estimate; (2) to current price information from manufactures and independently obtained cost and price data; (3) fabrication, transportation, and installation costs, and (4) current labor rates

M.1.3 AWARD SELECTION

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest evaluated priced, technically acceptable, responsible offeror. Unsuccessful offerors will be notified in accordance with part FAR 15.

M.2 AWARD WITHOUT DISCUSSIONS

In accordance with FAR Provision 52.215-1 (incorporated by reference in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).

ATTACHMENT # 1

SAMPLE LETTER OF BANK GUARANTY

Place *[ ]*
Date *[ ]*

Contracting Officer
U.S. Embassy, ***New Delhi***
Gate # 'C'
Chandragupta Marg
New Delhi

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 another authority, up to the sum of ***[Amount equal to 20% of the contract price in U.S. 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: Location: _____
Representative(s): _____ State of Inc.: _____
_____ _____ Corporate Seal:
_____ _____

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

ATTACHMENT - 2

US EMBASSY, NEW DELHI
STATEMENT OF WORKS FOR
55 – TON CHILLER REPLACEMENT AND ASSOCIATED WORKS
AMERICAN EMBASSY, NEW DELHI

Extent of Scope

The American Embassy New Delhi has a requirement to replace one of the air cooled chillers feeding to one of the facilities at Chanakyapuri.

US Government is looking for a vendor who can provide and install one to one replacement for existing 55 TR chiller (Carrier make) and associated two each pumps (one on line and one stand by) per below specifications.

The contractor is required to provide all technical details about the products being offered for the said purpose within the physical confines of the space available and design the machine to work in compliance with the size of existing chilled water pipe line distribution system in the building which USG is intended to retain as it is. The vendor is required to provide the down time between decommissioning of the existing chiller and commissioning of new chiller.

Civil work to support the chillers and electrical work up to a point shall be provided by USG. Metal frame work (fencing) around the existing Chiller shall be removed and reinstated by USG.

General

- This is a lump sum contract and vendor has to provide and install all the material, accessories technically correct and as required by USG with the contract amount.
- Contractors are advised to look in to the present electrical and civil facilities and mention any changes required in their bid.
- Contractors are advised to provide detailed technical description on the product proposed in their bids for USG technical team evaluation.
- Contractors are advised to submit layout sketch and cut sheet / catalogs with all the technical details required to evaluate the material which they are proposing with the machine. For example, balancing valve, pressure control switch, screens etc.
- Contractor shall provide personnel, material, equipment, and supervision to complete the technical requirements in this Statement of Work. Contractor shall follow security and safety directions as explained by the COR.
- Contractor will have access to only designated areas, for the project. Contractor's workers will not be allowed to roam in other areas without permission of COR.
- The contractor shall be required to prepare construction schedules, minutes of meeting and daily reports and submit to COR. These documents shall provide the necessary interfaces, coordination and communication between the Embassy and contractor while the work is in progress.
- All the queries related to the said SOW shall be asked through Request for Inquiry (RFI). Format for the same shall be available during contractor's walk through. All the questions shall be asked electronically to GSO.

Scope of work

American Embassy New Delhi is in process of getting one of its age old 55 ton chiller and two associated chilled water pumps replaced with similar capacity chiller and pumps best suited to the new proposed chilled with latest technology and high energy efficiency.
Below are the general specifications for the chiller as per USG requirements. Vendors are requested to propose the best possible machine per below requirements in their bids submission.

Warrantee

Apart from the warrantee provided by the manufacturer of the machine, the vendor has to provide one year comprehensive warrantee towards machine, pumps and entire installation work carried out by him. In addition, provide 5-year chiller compressor warranty in which manufacturer agrees to repair or replace compressors that fail in materials or workmanship.

Information about existing chiller and associated equipment as far USG knows:

1) **Exact capacity of the installed chiller- (TR)**	55 Ton
2) **Chilled water flow rate in the chiller - (m3/hr)**	No data available
3) **Chilled water temperature profile**	In 10 deg centigrade, out 7 deg C
4) **Chilled water pressure drop inside the chiller -MWc**	1KG/CM2
5) **Chilled water line/ pipe size -NB**	4”
6) **Chilled water pump details**	
- capacity (Kw)	7.5 KW
- Flow rate (m3/hr)	No date Available
- Head (m)	Approx 50 feet
7. **Physical dimension of the current chiller –**	11’-8” X 21’-8”

8. **Electrical Cable sizing as of current chiller –**
   The main feeder feeding the distribution board is 70sq.mm. There is a disconnect switch with three fuses of 200A each. Peak load demand for this machine is 135A per phase.
10. **Extent of replacement of pipes –** Will be shown at the time of walk thru

Chiller

Prospective vendors are requested to go through the present conditions in which the existing chiller is installed and the area where it has to serve. Based on their expertise and ground realities they are expected to propose the technically best and advanced technology machine for the purpose.
Vendor is expected to suggest to USG for any civil work required towards installation of the proposed chiller.
Electrical supply to the chiller will be 400 – 3 – 50.

1. Factory-assembled and run-tested water chiller complete with base and frame, condenser casing, compressors, compressor motors and motor controllers, evaporator,

condenser coils, condenser fans and motors, electrical power, controls, and accessories.

2. Proposed chiller shall have multiple compressors and be capable of a minimum turndown of 25% of the total cooling capacity.
3. Chiller shall have multiple compressors connected in parallel with at least two independent refrigerant circuits and individual compressors shall be mounted on vibration isolators.
4. Compressors shall be designed to provide at least 55 tons of cooling at peak ambient temperature for New Delhi.
5. Temperature difference between the inlet and outlet chilled water shall be 7 degree centigrade – 12 degree centigrade respectively.
6. Company authorized and company trained personnel will be required to inspect the installation (and certify the same) and perform startup and commissioning of the chiller on site.
7. Chiller shall have a low operating sound confirming to 72 db at a distance of 3 meter with factory provided acoustic wrap around compressors.
8. Shall have a built in phase reversal and under voltage protection.
9. The control panel for the proposed chiller shall be BMS compatible.
10. Condenser coils shall be copper tubes with aluminum fins OR aluminum micro channel construction. The entire condenser coil shall be coated with anti-corrosive protective coating.
11. The refrigerant used in the proposed chiller shall be R-410a or any other green refrigerant.
12. The motor inside the chiller shall be totally enclosed – refrigerant cooled.
13. Chiller shall have DOL starter, factory installed single point disconnect switch mounted on the chiller, and electrical and controls enclosure compliant to IP-55 standards and suitable for high ambient operation to 125 F.
14. Heat exchanger with the machine shall be brazed plate type DX design.
15. Fans shall be direct-drive propeller type with statically and dynamically balanced fan blades, arranged for vertical air discharge.
16. Fan motors shall be totally enclosed air over (TEAO) with permanently lubricated bearings, and having built-in overcurrent- and thermal-overload protection.
17. Factory furnished chilled water flow switches for field installation.
18. All the nuts and bolts used for the anchoring purpose or otherwise shall be galvanized or stainless steel.

Chilled Water Pumps

The pumps shall be selected based on the flow rate in compliance with the requirement of the proposed chiller and existing chilled water system. One pump shall be on line at all the time with other one as standby.
Vendor has to suggest USG for any civil work as required for the installation of these pumps.

Pump Specification:

Centrifugal, flexible-coupled, end-suction, single-stage, bronze-fitted, back-pull-out, radially split case designs with following:

1. Casing: Cast iron, with flanged piping connections, drain plug at low point of volute, and threaded gage tapings at inlet and outlet connections.
2. Impeller: ASTM B 584, cast bronze, statically and dynamically balanced, closed overhung, single suction, keyed to shaft, and secured by locking cap screw.
3. Shaft and Sleeve: Steel shaft with bronze sleeve.
4. Seals: Mechanical, with carbon-steel rotating ring, stainless-steel spring, ceramic seat, and flexible bellows and gasket.
5. Coupling: Flexible, capable of absorbing torsional vibration and shaft misalignment.
6. Coupling Guard: Steel, removable, and attached to mounting frame.
7. Mounting Frame: Welded-steel frame and cross members, factory fabricated from ASTM A 36/A 36M channels and angles. Fabricate for mounting pump casing, coupling guard, and motor. Field-drill motor-mounting holes for field-installed motors.
8. Premium efficiency motors. Include built-in, thermal-overload protection and grease-lubricated ball bearings. Select each motor to be non-overloading over full range of pump performance curve. Secured to mounting frame, with adjustable alignment.
9. Balancing: Pump impeller assemblies shall be statically and dynamically balanced to ISO 1940/1, G6.3, G2.5, or G1.0 as specified.
10. Factory assembled and tested.
11. Base-mounted or integral to chiller
12. Installed with butterfly isolation valves, strainer with stainless steel basket, non-return valve, and balancing valve and with access for periodic maintenance including removal of motors, impellers, couplings, and accessories.
13. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.
14. All the nut bolts other than the one which are factory fitted shall be GI.
15. Pumps to come with VFDs with capability of control on a differential pressure sensor.

Piping

1. All chilled water piping up to 150 mm NB shall be of MS heavy class ERW pipe conforming to IS 1239 Part-I fabricated from MS plates conforming to IS 226 with socket and screwed connections up to 40 mm N.B and above 40 mm N.B with welded flange connections.
2. All flanges for MS pipes shall be slip on type up suitable for welding on pipes with plain faces conforming to IS 6392-1971 and MS flanges for GI pipes shall conform to IS 1536 and the threads shall conform to IS 554. Impregnated rubber gasket of minimum 3 mm thick shall be used with all flange joints.
3. All the pipes shall be tested at 1.5 times the operating pressure.

4. The leads of the welding machine to work location shall be taped to prevent induced current in the structural steel, in the piping or in other metals within the building. Contractor shall also use remote current regulators. This is statutory
5. Contractor is advised to use factory made fittings as compare to bending the same on site until unless it is not available and need to do at site.

Strainers

1. All strainers shall have flange connections.
2. All counter flanges for jointing and for connecting to flanges on valves or equipment shall be made of mild steel conforming to IS-226 or of superior quality and shall be slip on type, welded to pipes. All bolts and nuts for flange connection shall be hexagonal carbon steel type as per IS 1367.
3. Strainer basket shall be made of stainless steel.

Connections:

All pipes and fittings up to 150 mm NB shall be heavy class conforming to IS 1239

1. Flange joints shall be provided of the following positions.
    a. Pair of flanges for isolation of equipment.
    b. Matching flanges for equipment flange connection.
    c. Matching flanges for valves, strainers etc. as the case may be.
    d. Pair of flanges at every fifteen meters continuous runs of piping.
2. All bends in sizes up to 150 mm dia, shall be ready made of heavy duty and for piping of sizes above 150 mm bends and fittings, fabricated at site from straight length of piping, would be acceptable. If instead, the contractor uses the regular type fittings / bends, that shall be as per IS 1239, Part-II. Welding of joints of fabricated fittings should be such that they do not obstruct the flow or increase the fluid resistance appreciably.
3. Flange connections shall be provided near the chillers, pumps, chilled water coils, chilled water storage tank etc. wherever necessary to facilitate easy servicing and maintenance. All flanges shall be of approved thickness.
4. All Tee-off connections shall be with shoe bends for ensuring smooth flow.
5. Make up water connection to expansion tank shall be complete with valves, fittings and quick fill arrangement.

Insulation:

1. All the pipes shall be insulated with 50mm thick TF quality expanded polystyrene pipe section having density of 16Kg/ Cum.
2. Pipe section clad with pipe sections to be wrapped / cover up with vapor barrier of minimum 3mil thickness.

3. Over and above the vapor barrier chicken wire mesh shall be wrapped all round the pipe.
4. Top cover shall consist of 2 layer of 12mm thickness cement mortar plaster (1 cement: 4 fine sand).

Valves

a. Check Valve

Check valve of 50 mm and above shall be double flanged swing type with cast iron body conforming to IS-5312 / BS-5153. The valve shall be complete with counter flanges, gasket, nut, bolts and washer. The valves shall be suitable for design working pressure of at least 10.5 Kg/sq.cm.

b. Balancing Valve

The balancing valves up to 50 mm size shall be of cast gunmetal construction (ASTM.B-62) screwed type and complete with non rising spindle, Teflon sealing disc, hand wheel and drain valve etc.
Valve above 50 mm size shall be double flanged having cast iron body and bonnet of high quality (CI 260), BS1452 Gr. 260, ASTM-A48 CI.35 and complete with stainless steel non rising spindle conforming to ASTM-A267-1967,Gr.420 & Stainless Steel sealing disc to ASTM A 296 GR. CA 15 with EPDM sealing and CI hand wheel (CI 260).
The port opening of valves shall permit regulation of flow rate by accurately measuring the pressure drop across the port. Each valve shall have two ports for connections to a mercury manometer to measure the pressure drop and the spindle shall have a shielded screw to set the flow at desired level. The valve shall be suitable for design working pressure of 16.5 kg/sq.cm. Each valve shall be provided with indicator scale from “0” (full shut) to fully open to show full (integer) setting position.
Each valve shall be supplied with a pair of test cock and a set of regulating key.

c. Butterfly Valve

The butterfly valves shall be compact in size and shall conform to BS 5155, MSS SP 67 and API 609, wafer type and suitable for mounting between the flanges. Valves of below 200 mm size shall be provided with flow control lever and valves of 200 mm and above shall be provided with gear operated wheel. The valves shall be light in weight and easy to install. The body shall be of high quality cast iron conforming to BS-1452 Gr.220 and seating shall be of resilient black nitrile rubber moulded on to the body. The disc shall be of SG iron nylon coated, whereas the shaft shall be of stainless steel AISI 410 PTFE coated for permanent lubrication. The shaft seals shall be of Nitrile ‘O’ rings and rubber seats. Valves shall be suitable for working pressure of 16.5 Kg/sq.cm. Care should be taken to ensure that the disk is not damaged during installation due to the flanges being incorrectly spaced.

d. Ball Valve

Ball valves less than 50mm dia. shall be of gunmetal with integral strainers with FPT at inlet and MPT flared connection on the outlet (without strainer).

Ball valves of 50 mm dia. and above conforming to MSS SP-72 and shall be cast iron non lubricated full bore valves with fine grain cast iron (Gr 20) body with mirror finished AISI stainless steel ball glass filled PTFF seats and stem seals. Valves shall be suitable for control and drop tight shut off and shall have flanged ends drilled as required. The valve shall be suitable for design working pressure of 10 bar (10.5 kg/sq.cm) and test pressure at 20 bar (21 kg/sq.cm)

e. Strainers

The strainers shall be 'Y' type with cast iron or fabricated steel body, tested up to pressure applicable for the valves.
'Y' strainer shall be provided with flanged ends.
The strainers shall be designed to facilitate easy removal of filter screen for cleaning without disconnection of pipe line.

f. Automatic Air Vent

Body, shall be stainless steel outdoor or steel indoor. Valve shall be brass. Float shall be Polypropylene. Disc shall be Nitrile. Cold water working pressure shall be 6-kPa to 1030-kPa. Hot water working pressure shall be 0.06 bar to 3.4 bar. Maximum operating temperature shall be a minimum of 99 deg C. Operation shall be automatic for removal of air and other gases from hydronic cooling and cooling systems. Mount automatic air vent atop a full port ball valve or gage cock.

g. Pressure gauges

Pressure gauges shall be "Bourdon" type with minimum 100 mm dial and required range i.e to read easily. All gauges shall be provided with gunmetal plug type gauge cocks and capillary connection to prevent system fluctuations affecting the gauge. Gauges shall be provided wherever shown and as indicated in schedule of quantities.

h. Thermometers

Thermometer shall be mercury filled industrial direct reading stem type of the required range. Thermometers shall be provided in separable stainless steel thermo wells shown on drawings and as indicated in schedule of quantities.

Field Quality Control

A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, un-insulated and exposed for examination during test.
2. Flush system with clean water. Clean strainers.
3. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
4. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

Cleaning

Flush hydronic piping systems with clean water. Remove and clean or replace strainer screens. After cleaning and flushing hydronic piping systems, but before balancing, remove disposable fine-mesh strainers in pump suction diffusers.

ACCESSORIES

Provide all necessary accessories for the installation, including: expansion tank of required capacity with connection to make-up water line, air vents, air separator, chemical pot feeder for water treatment, exterior grade equipment labels and piping markers, temperature and pressure gauges on inlet and outlet to pumps and chillers, seismic restraints for chiller provided by manufacturer.

Civil and Electrical Works

1. All civil and electrical works for the said proposal shall be done in house. Electrical connections shall be provided to a point with distribution board.
2. Vendor has to run the new cable for the chiller up to the existing distribution board in metal conduit duly saddled on the horizontal / vertical surface.
3. Vendor has to let USG know about the civil work required for the installation of the new chiller in the technical proposal submitted by them along with their offer for technical evaluation.

Responsibility of the Contractor

1. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
2. The Contractor shall identify and appoint a Project Manager who should be qualified and have experience in the field of similar projects for the management of this Contract. Project Manager shall always be present on the site. He / She shall be able to speak and write the English language.
3. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries.
4. All expenses towards mobilization at site and demobilization including bringing in equipment, workforce and materials, profit and overheads, dismantling the equipment, clearing the site etc. should be included in the rates quoted by the Contractor. No separate payment on such expenses shall be entertained.
5. The Contractor shall provide and use LPG gas for heating of Bitumen. Under no circumstance will wood be allowed for heating the bitumen.
6. Contractor shall provide the necessary scaffolding, overhead protection barriers, construction lift, debris chute and associated equipment for the satisfactory completion of the project.

7. The Contractor should arrange for the site visit of the professional in his field from the manufacturer of materials used in this project that will be providing warranties to supervise the project during work in progress.

Safety

1. Contractor is responsible and shall continue management and implementation of a safety and health program throughout construction.
2. The Contracting Officer and the Post Occupational Safety and Health Officer [POSHO] reserve the right to suspend work when and where Contractor's safety and health program is considered to be operating in an inadequate or non-complying manner.
3. Fire extinguishers shall be kept on site at all times during torch applied installations.
4. Contractor shall provide all Personal Protective Equipment for the workers as per the requirement of the site. Work will be stopped in case the proper protection equipment is not found with the workers and the lapse of time shall be at the Contractor's expense.

Security

1. After award of the contract, contractor shall collect security forms within 2 days from the Embassy. Contractor shall complete the forms for their supervisors and daily workers.
2. Duly filled forms take 10-15 days to get clearances for the workers from Regional Security Office in Embassy.
3. Contractor has to hire group IV guards under a separate contract between him and group IV to escort the workers.
4. The escort workers ration is 1:4 for the compound. Contractor under separate contract with group IV shall hire security guards during performance of contract to escort their workers. Approximate cost of the one guard per hours is Rs 60.
5. The Contractor shall inform and provide in writing transportation details (vehicle registration number, drivers name and date of delivery) to the Consulate at least 24 hours in advance for all material and equipment deliveries.

END OF STATEMENT OF WORK

ATTACHMENT # 3

DRAWINGS

Drawings (if any) shall be provided at the time of site inspection