



*American Embassy
Chanakyapuri, New Delhi-110021
Phone No. 91-11-24198328
Fax No. 91-11-24198278*

Solicitation No: S-IN650-16-Q-0067

Dated: May 16, 2016

Name & address of Offeror

Issued by: GSO/Contracting

You are invited to quote your lowest prices for the listed services on this sheet and submit at newdelhibids@state.gov, no later than **1400 hours on June 06, 2016**. The Contracting Officer shall provide additional information and/or clarifications concerning this solicitation.

Services - Description

Installation, Commissioning and complete erection of Two 2000 CFM AHU for HVAC system at ACSA, American Embassy, New Delhi as per enclosed Scope of Work (SOW).

Cost Rs. _____

VAT Rs. _____

Total Rs. _____

Site Inspection: At 1100 hours on May 26, 2016, American Embassy, Gate-C, Chandragupt Marg, Chanakyapuri, New Delhi, India. Interested parties must register the participant's names for site visit by e-mail at newdelhibids@state.gov by May 25, 2016 before 1400 hours.

1. Offeror, registered with VAT/service tax authority, should submit a copy of VAT/service tax registration certificate along with the offer. In case of VAT registration, please mention the type of category of VAT registration (work vendor or composite vendor). This is a mandatory requirement for evaluation purpose. Acceptability will be determined by assessing the offeror's compliance with the terms of the solicitation. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1.
2. In order to enable the U.S. Government to claim VAT refunds, the offeror shall indicate VAT separately. If VAT is indicated separately, the contractor shall furnish tax invoices in accordance with New Delhi VAT regulations. GOI registered vendors must print the Embassy's TIN 07079892154 on their invoice otherwise their invoice shall be rejected by the Embassy.
3. **Completion time: 15 working days from the receipt of letter to proceed.**
4. Notwithstanding anything contained hereinafter, the following clause on "Liquidated Damages-Construction" (FAR Subpart 52.211-12) will apply.
 - A. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the U.S. Government in the amount of 1% for each calendar day of delay subject to a maximum of 10% of the total contract value, 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 Termination clause.
- 5. "DOSAR 652.236-70 Accident Prevention (APR 2004)" clauses shall apply. Attached Contract Clauses are part of this solicitation.
- 6. For Embassy supplied appliances and materials as provided in the SOW, the Contractor shall submit along with their invoice, detailed installation and consumption statements signed by the Facility Management Officer, failing which their invoice(s) shall not be processed.
- 7. In case there are contradictory statements in the SOW and the Purchase Order Clauses, the Purchase Order shall prevail.
- 8. After award of the contract, contractor is required to attend Construction Safety Seminar at the Embassy before start on the project if he/she has not previously attended. The duration of the seminar is one hour and shall be arranged by the Embassy. This is mandatory for security and safety reasons.

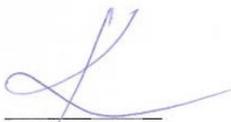
The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation. Your offer should be valid for at least 180 days from the submission date. Once the Purchase Order is awarded, the prices shall hold good till the work is completed.

Name of the Company/Offeror _____

Name & Signature _____ **Dated** _____

E-mail address _____

Contact # _____



Kris Arvind
Contracting Officer

**US EMBASSY, NEW DELHI
STATEMENT OF WORKS FOR
THE INSTALLATION AND COMMISSIONING
OF AIR HANDLING UNITS AT ACSA**

- 1.0 **Statement of Work:** Installation, commissioning and complete erection of two numbers of 2000 CFM AHU's for HVAC system at ACSA.
- 2.0 **Brief description of work:** U.S. Embassy, New Delhi has requirements for complete installation and commissioning of two numbers of 2000 CFM AHU's at the roof top of ACSA kitchen. The AHU's are of make: Flakt Woods India Pvt Ltd and are compact in design and shape. The scope of work involves installation of the supplied AHU's along with complete integration of these with the Building Automation System in order to make them operational and monitor data remotely.
- 3.0 **General Guidelines:**
- a. Contractors are advised to go thru the detailed statement of works, specifications and conduct a site walk thru before quoting. Contractor shall provide all the material, labor, and tools to execute the project as per scope, specifications and to the satisfaction of the COR.
 - b. The contractor is advised to conduct re-check and re-measure the dimensions provided in the general statement of works during the walk thru.
 - c. Contractor shall provide a detailed time schedule of activities involved in the project within five working days of the award of contract.
 - d. The contractor shall deploy a full time engineer/supervisor at site during the installation.
 - e. The total duration of the project shall be 15 days including complete testing and commissioning.
 - f. Provide and implement all safety measures in the construction area, taking into consideration of the needs/functions of the office in the vicinity of the work area.
 - g. Contractor shall be responsible for barricading the construction area during the entire project. Also the contractor has to make arrangement for the material delivery and removal of the debris.
 - h. All other logistical requirements for the transportation and movement of materials shall be in the scope of the contractor.
 - i. Embassy will provide assistance for temporary power requirements for the welding machines to be used by the contractor during the commencement of the work.

4.0 **SCOPE:**

4.1 **Scope of the Embassy**

The Embassy shall facilitate the work as follows:

- Provide permit for access to the working area.
- Provide access for the movement of the equipment through the doors/walls.

- Power & Water for erection, testing and commissioning of the AHU's. Electricity shall be provided at any one point at site and contractor shall be responsible for arranging further utilization of power from this point onwards.

4.2 **Scope of the Contractor**

The contractor shall dismantle the existing 2 numbers of the AHU's installed and make the existing area and platform clear for installation and commissioning of the new AHU's. Any modification, necessary to this effect such as providing new additional valves or rerouting/modifying the existing pipe lines shall be in the scope of the contractor. The contractor shall remove the old AHU's with all the accessories and will bring it down from the roof top by hiring a professional crane services. The old removed AHU's shall be handed over to the embassy. Necessary modification if required in the chilled water line headers & pipelines, isolating valves rearrangement including any electrical work shall be in the scope of the contractor and shall be carried out to facilitate the smooth replacement of the AHU's demanding minimum shutdown.

The contractor will commission and install new AHU's with all new accessories along with this. The new AHU's shall be installed and commissioned under the expert guidance and supervision of the Flakt Woods India Pvt Ltd Engineers. The dimensions of the new AHU's are Length-1934 mm, Width – 955 mm. The new AHU's will be lifted by the contractor by hiring professional crane service and shall be placed on the elevated bed on the roof top. The proposed foundation for erection of the AHU's is 150x150 mm (4 each). The contractor shall try to use the same existing foundation for resting the AHU's and will perform all modifications in it if required.

The contractor shall integrate the new installed AHU's with the Building Automation system for remote data monitoring. For this the contractor will use the existing BAS panel for integration. Installation of all new sensors for chilled water input/output shall be in the scope of the contractor. The contractor shall connect both the return air and supply air ducts with the AHU's. All modification in the existing duct work shall be in the scope of the contractor. The ducting shall be properly insulated with either foam type or canvas type insulation to protect heat losses.

All painting of the supports, angles and panels boards shall be in the scope of the contractor once the installation is done and ready for operational.

5.0 **ELECTRIC WORK**

- Electric power input at rated conditions.
- External wiring for interlocks and integration of the AHU's with the existing BAS system.

All power wiring shall be carried out with 1100 V grade insulated, armored or PVC sheathed copper conductor operational rated for 50/70 Deg C temperature. Cable should be sized for appropriate starting current. Control wiring shall be 1100 Volts, PVC insulated copper conductor wire. Minimum size of control wiring shall not be less than 1.5 mm copper wire.

6.0 **CABLE LAYING**

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

7.0 **EARTHING**

The main distribution panel (MDP) is connected to the main earthing system of the building. The contractor shall connect all electrical equipment such as machine and panel to the earthing system laid as follows:

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

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

8.0 **CIVIL WORK**

All material and works shall confirm to Indian Standard Specifications or of other best international or CPWD specification s& standards.

9.0 **DETAILED STATEMENT OF WORKS:**

Supply, commissioning and complete erection of two 2000 CFM capacity outdoor type, double skin pre plasticized floor mounted type air handling units fabricated out of extruded aluminum section. The AHU consisting of supply air inlet, return air inlet, exhaust and fire dampers, cooling coil made of aluminum finned copper tube with 4 row deep coil sections, fan sections imported centrifugal forward curved fan, drive assembly set, motor v -belts, pre cassette type filters 50mm thick, 304/316 S.S drain pan and 35 mm drain pipe, duly insulated with 13mm closed cell linked insulation.

Test and commission the air-handling units with specified parameters after the installation contractor completes the installation work.

10.0 **EXAMINATION**

Examine areas and conditions to receive equipment, for compliance with installation tolerances and other conditions affecting performance of central-station air-handling units.

11.0 **COMMISSIONING**

- A. Manufacturer's Field Inspection: **Engage a manufacturer's authorized service representative to perform the following:**

1. Inspect field assembly of components and installation of central-station air-handling units including piping, ductwork, and electrical connections.
 2. Prepare a written report on findings and recommended corrective actions.
- B. Final Checks before Startup: Perform the following before startup:
1. Verify that shipping, blocking, and bracing are removed.
 2. Verify that unit is secure on mountings and supporting devices and that connection for piping, ductwork, and electrical are complete. Verify that proper thermal overload protection is installed in motors, starters, and disconnects.
 3. Perform cleaning and adjusting specified in this Section.
 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify free fan wheel rotation and smooth bearings operations. Reconnect fan drive system, align belts, and install belt guards.
 5. Lubricate bearings, pulleys, belts, and other moving parts with factory-recommended lubricants.
 6. Set outside-air and return-air mixing dampers to minimum outside-air setting.
 7. Comb coil fins for parallel orientation.
 8. Install clean filters.
 9. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
- C. Starting procedures for central-station air-handling units include the following:
1. Energize motor; verify proper operation of motor, drive system, and fan wheel. Adjust fan to indicated rpm.
 - . Replace fan and motor pulleys as required to achieve design conditions.
 2. Measure and record motor electrical values for voltage and amperage.
 3. Manually operate dampers from fully closed to fully open position and record fan performance.

12.0 **DEMONSTRATION**

- A. Engage the services of a manufacturer's authorized service representative to train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
- B. Examine roughing-in of steam, hydronic, condensate drainage piping, and electrical to verify actual locations of connections before installation.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.
- D. Electrical: Conform to applicable requirements.

1. Connect fan motors to wiring systems and to ground. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

4. Temperature control wiring and interlock wiring is done others.

13.0 **WORK STANDARDS.**

The contractor shall be responsible for providing the workers proper tools and test equipment to accomplish each segment of this work statement. The entire fabrication work shall be carried out by professionally qualified and certified persons. The craftsmanship shall be professional and maintain the Indian standards or embassy standards with necessary fire and life safety precautions wherever required.

14.0 **CLEANING OF THE WORK SITE.**

The contractor shall be responsible for cleaning of the work site every day during the installation. The contractor shall be responsible to dispose of the trash and debris.

15.0 **SITE RESTORATION.**

The contractor shall ensure that all facilities receiving this work shall be left in a condition acceptable to COR and the site supervisor upon completion.

16.0 **DISPOSAL OF MATERIALS REMOVED.**

The contractor shall be responsible for the disposal of removed materials. The contractor shall transport all materials to be disposed of from the point of removal to the designated disposal storage site, and shall ensure that all items removed through this work are disposed of properly.

17.0 **SAFETY.**

Safety is the highest priority. The contractor shall direct all of those under his charge to work safely. The safety concerns shall be brought to the attention of the COR. The contractor shall take all necessary measures and precautions to avoid interruptions of Government operations and delays. Contractor must provide and maintain work environment and procedures, which will safeguard the public and Government personnel, property, materials and equipment exposed to his operations and activities. The contractor's staff will take all safety precautions and comply with the standards issued by OSHA, local authorities, Embassy over occupational health and safety issues. All work should be carried in accordance with applicable safety regulations.

18.0 **SECURITY REQUIREMENTS.**

The Embassy shall arrange for security clearances of the contractors' workers to be deployed at the Embassy. The contractor is required to provide the full names and completed security forms of personnel's those who are assigned to this specific task with in five working days after the award of the contract.

19.0 **ALLOWANCES FOR MISCELLANEOUS TIME REQUIREMENTS.**

The contractor price proposal must allow for time delays that may be encountered in coordination for the site installation. No additional funds will be provided to compensate for additional time requirements or delays that could have been reasonably anticipated.

20.0 **Warranty:**

The new units installed and commissioned shall be warranted for defect liability and bad workman ship for a period of minimum one year from the date of acceptance by the COR.

21.0 **Accessories and other equipment**

The following shall also be in the supply and scope of the contractor.

The complete installation done shall comprise of new 3 way modulating valve compatible with the existing Building Automation System, Temperature gauges, Pressure gauges, Flow Switches and Temperature sensors for both chilled water inlet and outlet temperature. The contractor shall also provide and install coil temperature sensor, supply air sensor and return air sensor inside the AHU and shall integrate the same with the BAS system. The contractor shall complete all the work pertaining to this in order to make the AHU' s work to the best of customer satisfaction.

The details of the 3 way modulating valve with actuator is as below.

Danfoss 3 way control valve, PN16, cast iron body, Modulating actuator having valve position feedback facility suitable for 24 VAC. DN 15 to DN 50 external threaded. Size 32 mm.

In addition to this the contractor shall repair all the insulation for the duct work of these AHU's feeding inside the kitchen below these AHU's. The old insulation shall be removed by the contractor and shall be disposed off. The duct shall be re-insulated with a proper layer of foam type pre-layered with aluminum insulation. The thickness of the foam shall be not less than 1 inch of 32 density. The contractor shall perform all the work pertaining to do the insulation of the ducting to give it a good aesthetic looks.

SAFETY STANDARDS TO BE FOLLOWED AT CONSTRUCTION AND RENOVATION SITES

General

1. All contractor employees engaged in maintenance/construction activities must wear proper shoes appropriate for their trade. No open toed sandals, flip-flops, or bare feet are permitted at work site.
2. All workers shall be fully clothed. No half pants and other non-appropriate clothing (Dhoti) will be accepted.
3. Malba / trash accumulated on the site shall be removed at a regular intervals (if possible on daily basis) to prevent trip hazards.

4. Employees exposed to occupational hazards shall wear personal protective equipment (hard-hats, eye protection, ear protection, etc.). Appropriate protective equipment for any operation varies with the size, nature and location of work to be performed.
5. Drinking water must be made available to all contractor employees.
6. It is the responsibility of the contractor to provide all personal protective equipment (PPE) per the requirements at the work site and as directed by the COR. Any mishap due to negligence on the part of the contractor shall be entirely the contractor's responsibility.

Hot Work/ Metal Work

1. All contractor's employees who are arc welding at the work site shall use a full face shield with #10 or darker lenses. No contractor employee will be permitted to arc weld with sun glasses, no matter how dark the lenses.
2. All the contractor's employees grinding and sanding shall have approved face masks and goggles for face and eye protection.
3. Contractor's employees handling heavy metallic material shall have appropriate gloves and steel toed safety shoes.
4. Lifting and shifting of the heavy material shall be done with the help of appropriate number of employees or machines.
5. Compressed gas cylinders shall be properly marked and should always be kept in standing positions secured from falling.
6. Hoses connected to the cylinder should be in good condition.
7. The contractor shall provide ventilation during interior arc welding operations.
8. Contractor shall use sight shields during welding to protect against any potential vision hazard.
9. Always keep an approved fire extinguisher near the site of welding.
10. Workers working with metal sheets must wear appropriate gloves to avoid any cuts on the hands.

Ladders Safety

1. Contractor shall use aluminum or fiber glass ladders for most purposes. Wooden or bamboo ladders are not allowed on the site.
2. Proper ladder for the specific job shall be used (for example fiber glass ladders for electrical work etc.).
3. Damaged ladders or ladders with missing supports, shoes, etc. shall not be used at the work site.
4. Height of the ladder shall be at least two feet above the required height for the work.

Electrical

1. All the equipment / machines to be used for the execution of the job shall be properly grounded.
2. All the extension boards to be used at the site shall have proper grounding.
3. All connections to any of the outlets shall be through three pin plugs. Direct connection of wires into receptacles is not permitted.
4. Machines/Tools with damaged wiring/ cabling shall not be used at site. The extension cord or wire with the machines shall be solid core with no breaks.
5. Electricians working on the site shall wear non-conductive shoes with rubber soles and shall use rubber gloves during execution of the work.

6. Any heavy equipment requiring voltage higher than 220VAC shall be connected under supervision of an embassy electrician.
7. No taped joint or undersize wiring is allowed at the site for the work.

Carpentry

1. Carpenters shall have dust masks to protect from the potential hazards from saw dust. Sanding machines used at the site shall have proper guards and operator shall wear suitable PPE, for example safety goggles, safety shoes, gloves etc.
2. All lumber used at the site shall be stored and must not pose a trip hazard.
3. Entire site shall be kept clean from the saw dust at the end of each work day.
4. Carpenter shall use machine guards on all machines used at the site.
5. All power carpentry equipment used at the site shall be properly grounded and wired.
6. Contractor shall use proper tools and tackles for the execution of the work at site.
7. Nails and other sharp material posing a laceration risk shall not be scattered about the site.

Fire

1. Contractor shall provide and place fire extinguishers at the work site.
2. No flammable material shall be stored inside the premises and must be removed at the end of the work day.

Lock Out / Tag Out

1. Lock out/tag out devices should be used during the testing of the electrical points and wiring.

Confined Spaces

1. If contractor's employees must work in a confined space the contractor shall contact the COR before proceeding with the work. Contractor shall arrange all the equipment as instructed by the COR to accomplish the job in a safe manner.

Hearing Protection

1. Contractor's employees working in excessively noisy environments shall wear proper hearing protection.

Height Protection

Contractor's employees working at elevations greater than 8 feet for prolonged periods (greater than 1 hour) shall use sturdy metal pipe scaffolding. Alternatives to scaffolding shall require approval of the COR.

SUPPLIES OR SERVICES AND PRICES/COSTS

SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment, as identified in this solicitation for Installation and commissioning services as described in statement of work, of this contract.

TYPE OF CONTRACT

This is a fixed price type contract for installation and commissioning services as defined in the attached statement of work. The fixed price will include all work, including furnishing all labor, materials, equipment and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified.

PRICES/COSTS

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item.

Inspection by Government: The services being performed hereunder and the supplies furnished for installation and commissioning therefor 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.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

INSTRUCTIONS FOR SUBSTANTIAL / FINAL COMPLETION / PUNCH LIST SCHEDULE/ TIMELINE

Please note that before commencement of the work the contractor will provide a schedule. This schedule should list time lines to include substantial/ final completion/ punch list times and any other times that require any types of deliverables. This schedule shall be prepared by the contractor in due coordination with the COR. The contractor should coordinate with the COR to discuss and agree on the schedule before commencement of the project. COR should plan for this schedule accordingly. Due to unforeseen circumstance that could arise during these projects this schedule will be flexible and can change as long as COR and the contractor both agree on any changes

INSPECTION AND ACCEPTANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 address:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department 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” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
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52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
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QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<u>Services</u> Performs all maintenance services set forth in the Performance Work Statement (PWS)	As per attached scope of work	All required services are performed and no more than one (1) customer complaint is received per month

Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR

52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

Procedures

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 address:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.242-14	SUSPENSION OF WORK (APR 1984)

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 modification to the order 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, nor (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.

NOTICE OF DELAY

In the event 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 completion of the project after the completion date, the Contractor shall notify the Contracting Officer of 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. Such notice shall be given promptly. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

CONTRACT ADMINISTRATION DATA

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 Maintenance Supervisor***.

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, and other purposes as deemed necessary under the contract.

PAYMENT

General. The Contractor's attention is directed to Section I, 52.232-1, "Payments", and 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein. All invoices should contain copies of the signed work orders completed that month and status information on those not completed. Completed work orders shall bear the signature of the Contractor's quality control personnel. Work orders shall consist of all preventive maintenance orders as well as unscheduled and emergency orders issued since the submittal of the last invoice.

Invoices shall be submitted in an original and one copy to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

The address for submission of original invoice is:

Financial Management Office
American Embassy, Shantipath
Chankyapuri, New Delhi, India

The address for submission of copy of invoice to the COR is :

Facilities Management Office
Maintenance Supervisor
American Embassy, Shantipath
Chankyapuri, New Delhi, India

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.

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.

VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

Recordkeeping Requirements

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

- The Government's copies of purchase order issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.
- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service.
- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

LAWS AND REGULATIONS

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 facilities 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 among 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.

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.

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.

Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

RESPONSIBILITY OF CONTRACTOR

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.

Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed, except for any completed unit of work which may have been accepted in writing under purchase order.

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 Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees 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 Contracting Officer.

SAFETY

Accident Prevention

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(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 or loss 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 the work, the Contractor shall--

(1) Submit a written proposal for implementing this clause; and

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) 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 at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping 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 stop work order issued under this clause.

SUBCONTRACTORS AND SUPPLIERS

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 therefor by 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.

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.

CONTRACTOR PERSONNEL

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 Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

NON-COMPLIANCE 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 stop or 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. See FAR 52.252-14, Suspension of Work, in Section I.

CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 address:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department 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” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS(JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGNPURCHASES (FEB 2008)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 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 (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002) (applicable to individual delivery orders)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (JULY 2013) (applicable to individual delivery orders)
- 52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014), 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 INVESTIGATIONS 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 (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)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (APR 1984)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)

- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(The following clause is applicable to repairs negotiated under individual task orders)

- 52.249-10 DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)

I.2 FAR Clauses Included in Full Text.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which-

- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for

the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

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>.

(End of clause)

I.12 652.243-70 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.

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

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

New Year's Day	American
Martin Luther King's Birthday	American
Republic Day	Indian
Washington's Birthday	American
Id-e-Milad	Indian
Holi	Indian
Good Friday	Indian
Memorial Day	American
American Independence Day	American
Raksha Bandhan	Indian
Indian Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Id-ul-Fitr	Indian
Dussehra	Indian
Mahatma Gandhi's Birthday	Indian
Diwali	Indian
Columbus Day	American
Guru Nanak's birthday	Indian
Veterans Day	American
Thanksgiving Day	American
Id-ul-Zuha	Indian
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.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

I.16 652.225-71 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.17 652.229-71 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.

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

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.

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

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

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