

**EMBASSY OF THE UNITED STATES OF AMERICA**

**LUSAKA – ZAMBIA**

**PROPOSED COMPLETION OF THE CONSTRUCTION OF GUARD BOOTHS**

**AT 1 BUSUMA AND 55 KABULONGA ROAD**

**PURPOSE AND DESCRIPTION OF THE SERVICES:**

The purpose of this Statement of Work (SOW) is to instruct and orient the development of the services, and to establish obligations and rights of the Embassy of the United States of America in Lusaka, Zambia, always referred to as the CONTRACTING OFFICER, and represented by the Facility Manager or General Services Officer Appointed Inspector and of the contracted company, always referred to as the CONTRACTOR, to whom the execution of the services of **completing the construction of guard booths at 55 Kabulonga and 1 Busuma** , will be trusted to, as this document specifies.

**1. THE CONTRACTOR WILL BE RESPONSIBLE FOR:**

**A. The Contractor will carry out the following works.**

- a. Supply and installation of materials to complete the block work*
- b. Supply and installation of window frame complete with glass panes,lourvers*
- c. Supply and installation of one steel double rebated door frame at each of the locations*
- d. Supplying and installation of one hardwood panel door including three lever hight quality mortice lock, door hook. The Door shall be exterior quality with weatheguard finish coats. Supply door with a 250mmX 400mm viewing glass.*
- e. Supply and install 100mm x50mm timber purlins*
- f. Supply and install color coated profiled metal roof sheets complete with saisilation.*
- g. Supply and installation of fascial board.*
- h. Interior and Exterior plaster including window review*
- i. 40mm sand cement floor screeding ( Mix 2:1)*
- j. Supply and install electrical distrubtion panel to accommodate, one main breaker, one light breaker , one socket breaker, lightening arrestor, neutral and earth bars. The panel shall have a dead front panel and door. All unused breaker openings shall be blanked.*

- k. Wiring for one light point and two double socket points including supply of the fixtures.*
- l. Painting*
- m. Demolition of the old guard houses*
- n. Land scaping around the guard booth.*
- o. All excavation works for both electrical and building works*
- p. Removal of all debris.*

**2. FOR THE EXECUTIONS OF THE SERVICES:**

- A. The CONTRACTOR must issue a liability statement of the services, assuming complete responsibility for having performed the work in accordance to the SOW, and clearly accepting entire responsibility of the work for a period of time of one year, starting from the acceptance date of the work by the CONTRACTING OFFICER. This statement must stipulate that any needed repairs to the work performed will be provided by the CONTRACTOR at his entire expense with no delays.
- B. The CONTRACTOR will provide all the materials, equipment, tools, labor, permits and other necessary documents required to execute the work at his/her entire expense.
- C. The CONTRACTOR shall provide a full time supervisor on Site. The Supervisor shall keep record of all site activities and shall have powers to receive and act on instructions from the CONTRACTING OFFICER'S REPRESENTATIVES. The Supervisor shall be have technical knowledge and experience in tiling and bathroom remodelling
- D. The USG shall not be liable or responsible in any manner for the contractor shipments and the sole responsibility for timely arrival of materials and supplies lies solely with the contractor
- E. The CONTRACTOR is responsible to supply and enforce the use of individual protective equipment (PPE), required for the kind of work to be performed, in perfect condition and according to the present safety codes.
- F. Any changes to the SOW proposed by the CONTRACTOR can only be implemented after a written approval by the CONTRACTING OFFICER. The CONTRACTING OFFICER has the right to deny changes to the SOW even if it has already been executed, if previous approval was not consented.
- G. The CONTRACTOR must submit for acceptance a proposed "project working schedule", indicating the work to be performed and the implementation time frame. Once approved

by the CONTRACTING OFFICER this “proposed work schedule” will become part of the contract documentation and must be followed by the CONTRACTOR.

- H. It is the CONTRACTOR’S responsibility to maintain a clean and safe working environment. Trash containers must be kept at the work site and all trash and debris must be removed from the work site as deemed necessary by the CONTRACTING OFFICER.
- I. The CONTRACTOR is responsible for enforcing the necessary safety procedures in order to reduce the risk of fire, and must not store flammable material or fuel at the work place. All electrical work (both temporary and permanent must comply with local electrical codes and safety requirements.

**1. ACCESS OF THE WORKERS AND VEHICLES TO THE WORK SITE**

- A. The CONTRACTOR must provide, in writing, to the CONTRACTING OFFICER, a complete list of all his/her workers, and vehicles that will be used at the work site. This list should contain the name and employee number of all the workers, copy of the official working document, brand, model, color, and license plate of the vehicles, which should be sent by e-mail during business hours, within two business days (i.e. 48) hours prior to accessing the project grounds.

**4. RESPONSIBILITIES AND INCUMBENCIES**

- A. The contracted services must be performed in accordance to the specifications presented by the CONTRACTING OFFICER.
- B. The CONTRACTOR must inspect the work place and carefully examine the technical material presented by the CONTRACTING OFFICER, and cannot, in any circumstances, argue about lack of knowledge of the details and conditions required to perform the work, and it is his/her entire responsibility for the project performance.
- C. Any and all costs and local authority’s requirements related to this project, such as: licenses, fees, taxes, insurance, fines, rentals, etc, will be provided at the CONTRACTOR’S expense. This must be done with maximum effort on the part of the CONTRACTOR, so that the administrative, fiscal and technical aspects of the work, do not delay the project.
- D. It is the CONTRACTOR’S responsibility to provide all materials, tools, manpower and equipment necessary for the correct execution of the contracted services within the established deadline, except when expressly indicated.
- E. The CONTRACTOR will be fully responsible for the efficiency of the services, as expressed by the affective Codes, the Statement of Work and any other contractual or technical documents.
- F. The CONTRACTOR must state on the proposal that he/she fully understands the project documents and the services to be performed.
  - I. In case of any discrepancies, the CONTRACTOR must provide immediate communication, in writing, to the CONTRACTING OFFICER, stating the facts,

before the correspondent services are performed, indicating any discrepancies, errors or omissions that might be observed, including aspects regarding technical rules, regulations or laws, in order to prevent errors or discrepancies that might bring issues to the intended development of the work.

- II. If the CONTRACTOR fails to disclose errors, omissions or discrepancies, the CONTRACTOR cannot refuse to fix them, at his/her own expenses, nor can the CONTRACTOR request to extend the contractual deadline without written permission from the CONTRACTING OFFICER.
- III. It is mandatory that the CONTRACTOR must visit and inspect the work site where services will be performed, and cannot, under any circumstances argue about not being aware of the local conditions, and he/she will be solely responsible for the area during construction.
- IV. For the services listed here, the CONTRACTOR will be responsible for supplying and safely storing all tools and equipment required to complete the project within the contracted period of time.
- V. The CONTRACTOR will be responsible for all the damages that might occur on the property and/or any third parties hired by the CONTRACTOR for the execution of the contracted services.
- VI. For the services executed and the equipment supplied, until the acceptance of the work, the CONTRACTOR will be the only responsible party for all working areas covered by the contract to include existing and temporary structures within or surrounding the work area of the actual works to be performed.
- VII. The CONTRACTOR will be fully responsible for any areas adversely affected by the performance of the work, and he/she will be fully liable for maintaining the area and repairing any damages that were caused by the work.
- VIII. The CONTRACTOR will have to enclose the entire working area to avoid the access of non authorized people, and will be responsible for any material or physical damage at the work site.

## **5. SUBCONTRACTS**

- A. The CONTRACTOR cannot subcontract any services that have been established in this contract without the written permission of the CONTRACTING OFFICER.

## **6. GENERAL ORIENTATION AND FISCALIZATION**

- A. The CONTRACTING OFFICER will supervise the execution of the services and has the right to designate, if he/she wishes, a licensed engineer, as the CONTRACTING OFFICER REPRESENTATIVE, to inspect and follow the work.

## **7. WORK ORDERS**

- A. In the event of any unforeseen changes of services listed in the “STATEMENT OF WORK” or other project documents, the CONTRACTOR can only implement them after written authorization of the CONTRACTING OFFICER.

**8. ADDINGS AND MODIFICATIONS**

- A. In the event of any unforeseen changes of services listed in the “STATEMENT OF WORK” or other project documents, the CONTRACTOR can only implement them after written authorization of the CONTRACTING OFFICER.

**9. COMPLEMENTARY OBSERVATIONS**

- A. For implementing the services, the following must also be observed;
  - I. The local and U.S. construction codes and related laws.
  - II. The material specifications standards

**10. THE PERIOD OF EXECUTION**

- A. For the conclusion of the services here listed it was foreseen a maximum period of ----- weeks, counting from the CONTRACTING OFFICER written “Notice to Proceed” letter.
- B. The services will be performed from 07:30am to 5:00pm, Monday through Friday, unless a modified schedule is agreed upon by both parties. The payment will be made after the completion of services and the completion statement issued by the CONTRACTING OFFICER.
- C. A signed copy of this SOW must be returned attached to the final proposal, indicating the acceptance of the SOW and the terms listed here.
- D. The prices must be presented in U.S. dollars for foreign vendors and Zambian Kwacha for Zambian vendors, and will be considered non adjustable for the period of execution of the services.
- E. 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 KR 6,000 for each day of delay until the work is substantially complete or accepted.

**11. PROPOSAL**

- A. The proposals, in sealed envelopes, should be delivered to the Embassy of the United States of America in Lusaka, located at Stand 694, Subdivision 100, Ibex Hill Road, addressed to the CONTRACTING OFFICER – Procurement Department, phone number 211357000.

- B. The proposals must have a total cost of the services specified in item 1 of this document, including all the expenses related to the execution of the services.

**12. VISITS**

- a. Visits by the bidders to the place of work are mandatory and must take place during the date and time scheduled. The CONTRACTING OFFICER’S REPRESENTATIVE responsible for the project must be contacted 72 hours prior to the bidders visit. Any questions should be presented in writing and should be delivered to the Embassy of the United States of America in Lusaka, located at Stand 694, Subdivision 100, Ibex Hill Road, addressed to the CONTRACTING OFFICER – Procurement Department, phone number 211357000.

**13. Name of Company:** [Click here to enter text.](#)

Name of Contractors Representative: [Click here to enter text.](#)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Contracting Officer: [Click here to enter text.](#)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Contracting Officer’s Representative: [Click here to enter text.](#)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_