

## REQUEST FOR QUOTATIONS

### 1. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this contract for the following firm fixed price and within the time specified. The Government will make payment in local currency. The rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit (including insurance). The prices include all expenses and materials required to complete the work.

Total -	Rs. _____
VAT –	Rs. _____
Grand Total -	Rs. _____

### 2. GOODS AND SERVICES TAX (GST)

GOODS AND SERVICES TAX (GST is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices.

**COMPLETION TIME:** 40 working days from the receipt of e-mail notification as an intimation to proceed, excluding holidays and Sundays. This includes transportation of material, mobilization and civil work etc. Working hours 09:00 am to 05:00 pm

Shutdown will be provided for 2 days (inclusive of 40 day time period) in which the contractor will drain the fire tank and install ball valves and suitable flanges in order to make the system re-operational, so that embassy can re-fill the fire tank and charge the fire line. This will be a continuous working hour shutdown starting from 08:30 am in the morning. Shutdown will be planned either on weekdays or weekends (Saturday and Sunday) in coordination and approval from Facility Manager.

### PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price purchase order is to **Supply, Installation and commissioning of Jockey Pump at American Center New Delhi**, in accordance with Attachment A.

### SCOPE OF SERVICES

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

### TYPE OF CONTRACT

This is a fixed price type contract for the 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.

**GOODS AND SERVICES TAX (GST).** The Contractor shall include GST as a separate charge on the Invoice and as a separate line item.

Offeror, registered with GST tax authority, should submit a copy of GST tax registration certificate along with the offer. In case of GST registration, please mention the type of category of GST 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.

In order to enable the U.S. Government to claim GST refunds, the offeror shall indicate GST separately. If GST is indicated separately, the contractor shall furnish tax invoices in accordance with New Delhi GST regulations. GOI registered vendors must print the Embassy's UIN No. 0717USA00138UNS on their invoice otherwise their invoice shall be rejected by the Embassy.

**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 timelines 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.

Notwithstanding anything contained hereinafter, the following clause on "Liquidated Damages-Construction" (FAR Subpart 52.211-12) will apply.

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.

## INSURANCE

### Insurance Requirements

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary during the performance of the contract. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

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

1. Bodily Injury on or off the site stated in Indian local currency:

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

2. Property Damage on or off the site in Indian local currency:

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

Copy of Workers' Compensation Statutory, as required  
Workers' Compensation by host country law Occupational Disease  
(Workmen's Compensation Act 1923)

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 an 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.

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.

**QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

This plan provides an effective method to promote satisfactory 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 monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	As mentioned above	All required services are performed and no more than one (1) customer complaint is received per month.

**CONTRACTOR IDENTIFICATION (JULY 2008)**

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

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

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

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and one copy to the Contracting' Officer's Representative (COR) To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

1. Please submit electronic / scanned invoices to dedicated email box [FMCDBOInbox@state.gov](mailto:FMCDBOInbox@state.gov) .
2. Subject line must mention; PO#, Invoice#, Amount.

3. Electronic / scanned invoice must be labelled as "Tax Invoice". The invoice must have GST number of the vendor and American Embassy's UIN number 0717USA00138UNS.
4. Electronic / scanned invoice must list GST rate percentage for each category of goods or services.
5. Electronic / scanned invoice EITHER typed or hand written, hand-writing on a typed invoice is not acceptable.
6. Scanned invoice should be readable.
7. Vendor should only submit invoice after delivering goods or services.
8. Payment is processed within 30 days through EFT (electronic funds transfer) from the date of receipt of correct invoice. For any queries regarding payment, please contact Mr. Yogesh Kumar at [GargYK@state.gov](mailto:GargYK@state.gov) and Mr. Manoj Kumar Sharma [SharmaMK@state.gov](mailto:SharmaMK@state.gov) .

The Contractor shall show Goods and Services Tax (GST) as a separate item on invoices submitted for payment.

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

#### 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385 1 1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) 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;

(9) 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.);

(10) 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

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps 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.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385 1 1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be

reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

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 **Maintenance Supervisor.**

## ATTACHMENT A

**Statement of work:** Supply, erection, and commissioning of electrical motor driven Jockey pump and upgradation of firefighting system.

**Brief description of work:** U.S. Embassy, New Delhi has requirement of electrical motor driven Jockey pump in order to maintain the pressure in the main fire line header at the American Center, New Delhi.

**Completion time :** Contractor would be given 40 working days to complete the job

### **Detailed Scope of work**

1. The contractor is recommended to go thru the work requirements; statement, specifications and conduct a site inspection before quoting.
2. The contractor shall supply, erect and commission electrical driven Jockey pump of horizontal centrifugal end suction backpull out type with mechanical seal and capable to deliver 180 LPM at 80 MWC. The pump shall be coupled to TFC motor of suitable HP with speed of 2900 RPM and complete set shall be mounted on a common base frame. Model No. CPHM 25/26A Make Kirloskar Pump. 15 HP and 11KW.
3. The contractor shall supply, fabricate, install and commission galvanized C class heavy ERW pipeline of 100 mm Diameter along with all fittings like schedule 40 bend, 150 # rating flanges, gaskets and nuts bolts, with 2 coats of zinc chromate primer paint and 2 coats of PO red enamel. **(For Jockey Pump Suction & delivery Connection)**
4. The contractor shall supply, fabricate, install and commission galvanized C class heavy ERW pipeline of 50 mm Diameter along with all fittings like schedule 40 bend, 150 # rating flanges, gaskets and nuts bolts, with 2 coats of zinc chromate primer and 2 coats of PO red enamel paint. **(For Jockey Pump Suction & delivery Connection)**
5. The contractor shall supply, install and fix ball valve flange end type in which main body will be of carbon steel and inner ball valve will be of SS304 size 100 mm Diameter along with gasket, nut and bolts etc. (2 each)
6. The contractor shall supply, install and fix ball valve flange end type in which main body will be of carbon steel and inner ball valve will be of SS304 size 50 mm Diameter along with gasket, nut and bolts etc. (2 each)
7. The contractor shall supply, install and fix non return valve flange end swing type with inside rubber lining main body of cast iron and swing plate with rubber gasket having working pressure Max. 16kg/cm<sup>2</sup> along with gasket, nut bolts etc. Size 100 mm Diameter Make: SIR.

8. The contractor shall supply, install, and fix Expansion Below flange end type in which main body of SS304 of height 300 mm, size 100 mm Diameter tested at 16kg/cm<sup>2</sup> along with gasket, nut and bolts etc. (2 each)
9. The contractor shall supply, install and fix pressure gauge of 150 mm Diameter glycerine filled with pressure range of 0-15 kg/cm<sup>2</sup> along with control valve of 15 mm Diameter. Make: H-Guru.
10. The contractor shall supply, fabricate, install and commission one Mild Steel Air cushion Tank of 300 mm Diameter and 1.5 Mtr. height with both side Dish End with 300 mm height legs along with 1 No. Air Release valve with control valve and 1 No. Drain valve and with 2 coats of primer zinc chromate paint and 2 coats of enamel PO Red colour paint.
11. The contractor shall supply, install and commission 6 nos. of Gate Valves of 280 mm width and 6inch diameter in the main fire line. The gate vale shall be of make: L&T and material carbon steel. A total of 5 old gate valves will be replaced and new will be installed by the contractor with all flanges, nut, bolts, and gaskets. In addition to this the contractor will supply and install one additional 6<sup>th</sup> gate valve to hold the main line header water feeding the building for future maintenance purpose.
12. The contractor shall supply, install, and fix pressure switches with pressure range of 0-10 kg/cm<sup>2</sup> for automation of Jockey pump, main fire pump and fire engine.
13. The contractor shall supply, fabricate, install, and commission electrical panel for automation of Jockey Pump and along with ON/OFF configuration of update on Mobile Phone thru SMS/Ringer Tone on 2 Mobile No. Sims.
14. The contractor shall supply, install and do commissioning of complete new Star-Delta starter panel for existing Main Fire pump motor of 75 HP. The existing electrical switch/isolator will be removed by the contractor and new electrical panel for both Jockey pump and Main Fire pump will be installed in its place.
15. Embassy will provide assistance for temporary power connections at one location and contractor has to make arrangements for further distribution for using electricity to operate and use his equipment.
16. Embassy will provide support and assistance to contractor in casting house keeping RCC pad to install and commission the Jockey pump in the water plant room. Contractor will provide exact footprint location to embassy personal to cast the RCCC pad.
17. Supply, laying and termination of power cables including grounding up to the new electrical panel and Jockey pump will be in the scope of embassy.
18. The contractor shall provide proper tools, gloves, safety shoes, hard hats and all other essential personal protective equipment to his workers in order to perform the work safely.
19. The contractor shall get all the drawings and blue prints approved from the Contracting Officer Representative before proceeding with the fabrication job.
20. All welding shall be continuous and with neat and smooth finish.
21. The contractor will provide briefing/training to embassy staff related to operation and maintenance of Jockey pump and panel.

22. All operating literature/brochures and project details like drawings, specifications shall be handed over to embassy once the contractor successfully completes the entire installation and commissioning job.

### **General Notes:**

- The entire work needs to be carried out by professionally qualified or certified persons. The craftsmanship shall be professional and maintain the Indian standards or embassy standards with necessary fire and life safety precautions wherever required.
- The contractor shall depute a full-time qualified engineer or site supervisor for the entire duration at site till the time job is performed and finished.
- The contractor must provide the names of their employees who will be working at Embassy site well in advance for arranging necessary security clearance to access the site.
- The contractor will bring his own tools and other equipment to perform the job and no support will be provided by the embassy.
- The contractor will make sure that he leaves the work site neat and clean prior to leaving on each working day.
- The contractor shall not take orders or instructions from any persons except the contracting officer or his assigned representative.
- All consumables required to perform the job will be in the scope of the contractor. E
- All other logistical requirements for the transportation and movement of materials shall be in the contractor's scope.
- Working hours shall be from 08:30 to 17:00 hrs. (Monday to Saturday).
- The entire work needs to be completed during a time span of 2 working days once the P.O is obligated and (NTP) notice to proceed is shared with the contractor.
- A shut down will be planned and contractor shall strictly follow the time frame to complete the installation and make the fire fighting system operational for the building within a span of 48 hours.

### **Special Note:**

- a) This will be a lump sum contract and nothing extra will be entertained on any account.
- b) Contractor shall designate a full-time engineer to supervise the entire project.

**Warranty:** The complete job carried out by the contractor will be warranted for any defects related to bad workmanship or quality of material used for a period of twelve months from the date of commissioning.

## **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.