Solicitation No. 19IN65-22-Q-0067

Name & address of Offeror

American Embassy, New Delhi (India) is inviting you to participate for the requirement of “Removal of Existing Cubicles and Fabricate, Supply & Installation of New Cubicles” at one of office located at American Embassy, Shanti Path, Chanakyapuri, New Delhi-110021.

The complete detail/specification, dimension and quantity of required cubicles provided in the Annexure-A (BOQ-1) with proposed layout as Annexure-B along with 3D view) and scope of work as Annexure-C.

Site Inspection: Embassy is arranging site inspection cum pre-proposal meeting on 2nd June 2022 at 11.00am. The site inspection will start exactly at stated time, hence interested bidders are requested to please reach well 15 minutes in advance at American Embassy, Gate-7, Nyay Marg, Chanakyapuri, New Delhi-110021.

Prospective bidders are requested to carefully review requested sizes, read scope of work and other listed instructions, and raise all your technical queries at the time of site inspection. Our technical experts and internal customer will be present at the site to entertain all your queries. Site will be accessible only at stated time only.

Note: Those bidders are interested to attend site inspection, kindly confirm their participation along with complete name of representative via return email. Due to maintaining social distance, please depute the person has vast knowledge of listed requirement in the scope of work. Your confirmation should be received latest by 3.00pm, 31st May 2022. Your confirmation along with complete name of representative should be received latest by 31st May 2022. Only those participants are allowed to attend site inspection who has given confirmation via email.

Special Note: Please do not carry laptop while visiting as Embassy does not allow to bring inside or allow to deposit at the reception. Only phone & vehicle key will be deposited at the reception counter. Further Embassy does not provide parking facilities to the visitors, hence make your own arrangements. The nearest NDMC parking available at Maizha Marg.

GSO/Procurement & Contracting shall provide additional information and/or clarifications concerning this solicitation. Question concerning this solicitation should be sent to email at mehtani@state.gov.
Supply & Service - Description

Requirement of "Removal of Existing Cubicles and Fabricate, Supply & Installation of New Cubicles" at one of offices located at American Embassy, Shanti Path, Chanakyapuri, New Delhi-110021 as per detailed specification, dimension and quantity mentioned in the attachment.

Please submit total offered cost here and breakup cost in the attached BOQ.

**For Local Bidders (INR)**

Removal of Existing Furniture Charges

Supply of New Furniture Charges

Installation Charges

Freight Charges (Loading/Unloading is in vendor scope)

GST [%] Charges, if applicable.

Total Amount

**For Offshore Vendors (USD)**

Removal of Existing Furniture Charges

Supply of New Furniture Charges

Installation Charges

Freight + Insurance + Inland haulage charges, all paid up to Indian Customs, Inland Container Depot (ICD), Tuglakabad in Delhi. Custom and onward freight is in Embassy’s scope.

Total Amount

**Vendor requested to provide tentative lead time on following:**

Fabricate of new furniture:

Supply of new furniture:

Dismantling of Existing furniture

Installation of new furniture.
1. Note: IMPORTANT INSTRUCTIONS: PLEASE READ CAREFULLY FOLLOWING POINTS WHILE SUBMITTING THE OFFER.

A. All local offers must be in Indian Rupees (INR).
B. All overseas offers must be in United States Dollars (USD).
C. Please provide cost break-up detail in the attached BOQ.
D. We are looking for best quality product, durable and for long lasting usages, hence contractor ensure to offer best quality.
E. The offered product/services shall be 100% compliance to the specification listed in the BOQ and scope of work.
F. This will be a firm fixed price type of contract with no additional charges or sums will be payable on account of any escalation in the cost of material, equipment or labor or because of the contractor's failure to properly estimate or accurately predict the prices or difficulty of achieving the result required by this purchase order. Nor will be purchase order price be adjusted on account of fluctuations in the currency exchange rates.
G. The prices shall include all the tax and freight separately if applicable
H. GST: If GST is applicable than in order to enable the Government to claim GST refunds, the offeror shall indicate GST separately. The supplier shall furnish tax invoice in accordance with New Delhi tax regulations.
I. Overseas vendors make sure to offer product for which their company representative is available in New Delhi for the installation and liable to provide support at the Embassy under applicable warranty period.
J. Overseas vendor offer should be on CIF, ICD (Inland Container Depot), New Delhi basis with 'NIL' Custom duty.
K. Custom clearance & forwarding for overseas vendor: US Embassy is exempt from custom duty. Custom clearance and forwarding will be done by the Embassy. The vendor will ensure that shipping documents are submitted to the Embassy well in advance for arranging exemption certificate and other relevant exemption documents from MEA before the shipment arrives at ICD, New Delhi.
L. Attached FAR & DOSAR is applicable, Safety standard and accident prevention clause is applicable.
M. DOSAR 652.236-70 Accident Prevention (APR 2004)" clauses shall apply.
N. 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.

O. If any work to be performed within Embassy premises and involves labor intensive, it is Contractor responsibility to perform the work strictly following the safety requirement. The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The contractor shall be responsible for all damage to persons or property that occurs as result of the contractor's fault or negligence. The clauses are applied at the time of delivery or loading/unloading/installation material at Embassy premises.

P. The Contractor is fully responsible for all his employees and shall abide by all applicable local Government laws and regulations, including labor laws. The U.S. Government will not pay anything over and above the amount specified above and assumes no liability for the contractor's employees.
Q. Government of United State is not responsible for any injury/loss of life that may be caused to the contractor worker(s) at the time of carrying out any construction/ maintenance services. It is the duty of the contractor to have the insurance in place for their workers.

R. Contractor shall perform the work strictly following the safety standard requirements as per attached. The contractor shall be responsible for all damage to persons or property that occurs as result of the contractor’s fault or negligence. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

2. Mandatory Documents submission along with offer:

- We are specifically looking for “Fire Rated and low smoke components” used for fabrication, supply, and installation of furniture like Fabric, Wood, MDF [laminates], Plastic, Metal, Paint, Powder Coating and Foam etc.
- Vendor requested to clearly mention make of all the offered quality and should be fire rated.
- Vendor requested to provide current test certification/lab testing report for material will be used in the furniture. The certificate stating material is fire rated/low smoke and defined duration/spread of fire.
- All below listed items to have the test reports and certificates to prove that they are:
  - Non-Flammable
  - Smoke Resistance
  - Sustainable
  - Environment Friendly [Green label plus]
  - Resistance to wear and tear
  - Water resistance/absorption
  - Resistance to Stain

- Please provide technical catalog/date sheet/drawing of the offered product for technical evaluation. We may ask vendor to provide physical sample of offered product for the inspection of quality.
- Vendor requested to provide list of clients along with their contact details where you have supplied/service similar type of work.
- Vendor requested to share past work experience with proof of order copy awarded by the company for some/similar job.
- **Warranty**: Fabricated furniture, installation and the workmanship shall be under warranty for detect liability for a period of minimum ‘Five Years’ from the date of completion of project and acceptance by the appointed COR. Vendor requested to specify clearly applicable warranty period in their proposal.
- **NDAA Document**: As per as per new guideline/norm from US Government that before doing any business with Embassy, vendor will have to provide confirmation on “National Defense Authorization Act (NDAA) Section 889-part B” that prohibits US Government from contracting with any entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- In view of this, you are requested to complete the attached NDAA certification by checking appropriate boxes and submit a signed copy via email along with offer.

3. Completion of work: Subject project contain four phases: Fabrication, Supply, Removal of existing furniture and installation of new furniture. Award winning contractor will take actual measurement of the site, develop shop drawing, and submit for final approval. Contractor shall not start fabrication without receiving approval on submitted shop drawing.

1. Fabrication/production of furniture after approval of shop drawing.
2. Schedule delivery of new furniture.
3. Dismantling of existing/old furniture.
4. Schedule installation of new furniture.
4. **Offer Submission:** Solicitation close on 13th June 2022 at 1400 hours (India local time) which means all offer subject project contain four phases. Fabrication, Supply, Removal of existing furniture and installation of new furniture. Award winning contractor will take actual measurement of the site, develop shop drawing, and submit for final approval. Contractor shall not start fabrication without receiving approval on submitted shop drawing.

5. **Evaluation Factors:**
   - Offer without providing supporting document will not be considered for the evaluation.
   - **Submission of the offer:** The quotation must be submitted electronically (via email) at newdelhibids@state.gov on or before 1400 hours, 13th June 2022 (local time, India) with subject line “Solicitation #191N6522Q0067, Removal, Supply & Install Furniture” at American Embassy, New Delhi.
   - Offer submitted at any other email id and after the due date and time given, shall not be considered.
   - Award will be made to the lowest priced, technically acceptable, responsible bidder offer.
   - Record of satisfactory past performance and based on the provided requested documents in Para # 2.
   - The Government reserves the right to reject proposals that are unreasonably low or high in price.

6. **Terms and Conditions:**
   - Your offer should be valid for at least 60 days from the submission date. Once the purchase order is awarded, the prices shall hold good till the job is completed.
   - This will be a firm fixed price type of contract with no additional charges or sums will be payable on account of any escalation in the cost of material, equipment or labor or because of the contractor’s failure to properly estimate or accurately predict the prices or difficulty of achieving the result required by this purchase order. Nor will be purchase order price be adjusted on account of fluctuations in the currency exchange rates.
   - If your proposal is accepted, American Embassy will issue a U.S Government firm and fixed price purchase order.
   - **Standard Payment terms:** American Embassy does not make any advance payment. Payment shall be made thru EFT (electronic fund transfer) within Net 30 days after completion of satisfactory job with receipt of invoice at American Embassy, New Delhi.
   - **Payment on Actual:** Payment will be made on actual supply & installation of furniture.
   - If payment is delayed due to submission of incorrect invoice or wrong bank information, prompt payment act will not apply.

7. **SAM Registration:**
   - This solicitation requires registration with System for Award Management (SAM) prior to the award. As per U.S. Government latest guidelines, in order to do the business with US Govt. company need to register with SAM.
   - For registration with SAM you would need NCAGE number and DUNS number. Please get these numbers and then start SAM registration.
   - For DUNS number follow the link – [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)
➤ For NCAGE number follow the link - http://eportal.nato.int/ac135public/scage/cagelist.aspx
➤ To register an entity in SAM, follow these steps:
  Step 1: Access the SAM online registration at www.sam.gov
  Step 2: Create a User Account.
  Step 3: Click on "Register New Entity" from the left side navigation pane. You must have a Data Universal Numbering System (DUNS**) number in order to begin the registration process.
  Step 4: Complete and submit the online registration. If you already have the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of your entity.

Question concerning this solicitation should be sent to email at mehtan@state.gov. The reply to the queries will be shared with all prospective bidders. Any query received after given above date will not be considered.

Name of the Offeror_____________________________________________________

Signature_____________________Dated____________________

Telephone #______________________________

Email Id: ________________________________

Sincerely

[Signature]

Contracting Officer