Dear Offerors,

SUBJECT: RFQ Number S-PK330-17-Q-5877 - Replace/repair broken Boundary Wall & Sewage line repair at sector G-6/3, Islamabad.

The Embassy of the United States of America invites you to submit a quotation Replace/repair broken Boundary Wall & Sewage line repair at sector G-6/3, Islamabad as described in the Scope of Work (SOW).

If you are interested in submitting a quotation for this project, read the instructions in Section J and L of the attached Request for Quotation (RFQ). Go through all the documents in the solicitation package. The Embassy intends to conduct a site visit (see J. C, 52.236-27). **The site visit will held on March 15, 2018 at 11:00 a.m.** Offerors interested in attending must e-mail: ShahzadK2@state.gov and Mubarikrz@state.gov on or before 1200 noon March 12, 2018. A maximum of two persons from one firm may participate in the site visit/pre-proposal conference. Interested offerors must provide full name of participant(s) (as written on CNIC), CNIC number and particulars of vehicle to be used such as make, model, color and registration number.

Your quotation must be submitted through courier in a sealed envelope marked "Quotation Enclosed (SPK-330-17-Q-5877)" to GSO Procurement, American Embassy, Ramna-5, Islamabad on or before 1500 hrs March 26, 2018. No quotation will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a quotation to be considered, you must also complete and submit the following:

- 1. Section B and Attachment 2: Quotation Breakdown by Divisions.
- 2. Section K, Representations and Certifications;
- 3. Bar Chart illustrating sequence of work to be performed;
- 4. Additional information as required in Section L.
- 5. The successful offeror (s) will be required to have a DUNS number and be registered in SAM/CCR through the following sites: DUNS www.dnb.com and SAM/CCR www.sam.gov

Please direct any questions regarding this solicitation to **Chris F. Pierson** by letter or by telephone **92-51-201-5464** during regular business hours.

Sincerely, **Baber Sultan**Contracting Officer

	1 (	SOLICITATION NO.	2. TYPE OF SOLICITA	TION	3. DATE ISSUED	PAGE OF PAGES
SOLICITATION, OFFE	<b>R</b> , 1. 5	OULICITATION NO.			5. DATE ISSUED	PAGE OF PAGES
AND AWARD		PK330-17-Q-5877 SEALED BID (			March 07, 2018	1/40
(Construction, Alteration, or Repo	air)		[x] NEGOTIATED	(RFP)		
IMPORTANT - The "offer" s	section on t			r <b>.</b>		
4. CONTRACT NO.		5. REQUISITION/PURCHA	ASE REQUEST NO.		ECT NO. Replace/repair	
		PR714	42424	Sewage line	e repair at sector G-6/3, Isl	lamabad.
7. ISSUED BY	CODE		8. ADDRESS OFFER TO			
			SPK330-17-Q-5877			
Contracting Officer,			Contracting Officer,			
GSO-Procurement & Contrac			GSO-Procurement & Contracting Office			
American Embassy, Islamabad			American Embassy, Islamabad			
Diplomatic Enclave, Ramna-5			Diplomatic Enclave,	Ramna-5		
Islamabad, Pakistan	A. NAME		Islamabad, Pakistan	(Include	area code) (NO COL	IFCT CALLS)
9. FOR INFORMATION	A. NAME	Chris F. Pierson	B. ILLLI HONE IV		2-51-201-5152	LECT CALLS)
CALL:		CIII IS F. 1 ICI SUII		T.J	2-31-201-3132	
		SOLICIT	ATION			
NOTE: In sealed bid solicitations	"offer" and "	offeror" mean "bid" and "bid	dder."			
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  TABLE OF CONTENTS  A. Price B. Scope of Work C. Packaging an Marking D. Inspection and Acceptance E. Deliveries/Performance F. Administrative Data G. Special Requirements H. Clauses I. List of Attachments J. Quotation Information K. Evaluation Criteria L. Representations, Certifications, and other Statements of Offerors or Quoters  Attachments  Attachment 1: Sample Bank Letter of Guarantee (1 page) Attachment 2: Breakdown of Price by Divisions of Specifications (1 page) Attachment 4: Scope of Work (SOW) (10 pages)						
☐ award, ☐ notice to proce	.cd. This per	formance period is mand	attory, \( \sum \) negotiable.	(Бее	··/	
12A. THE CONTRACTOR MUST FO	URNISH ANY	REQUIRED PERFORMANCE	AND PAYMENT BONDS	S? 12H	3. CALENDAR DAY	S
		ar days after award in Item 12B.			10 Days Afte	or award
∑ YES □ 1	NO				10 Days Title	a award
13. ADDITIONAL SOLICITATION REQUIREMENTS:						
A. Sealed offers in original and <u>02</u> copies to perform the work required are due at the place specified in Item 8 by <u>1500</u> ( <i>hour</i> ) local time on <u>March</u> <u>26, 2018</u> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.						
B. An offer guarantee ☐ is, ☐ is not required.						
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.						
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.						
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NSN 7540-01-155-3212		1442-101	STAN	DARD FO	ORM 1442 (REV. 4-	-85)
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			FAR (4	48 CFR) 5	3.236-1(e)	

	<b>OFFER</b> (Must be full					
14. NAME AND ADDRESS OF OFFEROR (Include	15. TELEPHONE NO. (Include area code)					
		16. REMITTANCE ADDRESS (Include only if different than Item 14)				
CODE FACILITY CODE						
17. The offeror agrees to perform the work at the p Government within calendar days after t 13D. Failure to insert any number means the continuous formula in the contin	he date offers are due. (Inse	ert any number eq				
AMOUNTS +						
18. The offeror agrees to furnish any required po	erformance and payment be	onds.				
The offeror acknow	19. ACKNOWLEDGME ledges receipt of amendments			te of each		
AMENDMENT NO.						
DATE						
20A. NAME AND TITLE OF PERSON AUTHORIZ or print)	ED TO SIGN OFFER (Type	20B. SIGNATU	RE		20C. OFFER	R DATE
	AWARD (To be com	pleted by Goverr	iment)			
21. ITEMS ACCEPTED:						
22. AMOUNT	23. ACCOUNTING AND	APPROPRIATIO	N DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM		AN FULL AND OPEN			T TO
(4 copies unless otherwise specified)	<b>▶</b>	☐ 10 U.S.C	. 2304(c)( )	☐ 41 U.S.C	C. 253(c)( )	
26. ADMINISTERED BY CODE	GSO	27. PAYMENT	WILL BE MADE BY			
Contracting Officer, U.S Embassy, Diplomatic Enclave, Ramna-5 Islamabad		Financial Management Officer (FMO) U.S Embassy, Diplomatic Enclave, Ramna-5 Islamabad				
CONTRACTI	NG OFFICER WILL COM	PLETE ITEM 28	OR 29 AS APPLICA	BLE		
28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to		29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR P SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)					
30B. SIGNATURE	30C. DATE	31B. UNITED S	TATES OF AMERIC	A	31C. AWAF	RD DATE
		BY				

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STANDARD FORM 1442

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- A. PRICE
- B. SCOPE OF WORK
- C. PACKAGING AND MARKING
- D. INSPECTION AND ACCEPTANCE
- E. DELIVERIES OR PERFORMANCE
- F. ADMINISTRATIVE DATA
- G. SPECIAL REQUIREMENTS
- H. CLAUSES
- I. LIST OF ATTACHMENTS
- J. QUOTATION INFORMATION
- K. EVALUATION CRITERIA
- L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

## **ATTACHMENTS:**

Attachment 1: Sample Letter of Bank Guaranty

Attachment 2: Breakdown of Price by Divisions of Specifications

Attachment 3: Drawings/Pictures

Attachment 4: Specifications/Scope of work

## REQUEST FOR QUOTATIONS - CONSTRUCTION

### A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	
L Lotal Price (incliiding all labor materials overhead and brotif)	
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( (	

## A.1 VALUE ADDED TAX

Value addes tax is not applicable to this contract as it is not levied in Pakistan. All other applicable taxes are responsibility of the contractor.

## B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

Full statement of work is found at ATTACHMENT #4 – SPECIFICATIONS/STATEMENT OF WORK.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

## C. PACKAGING AND MARKING

**RESERVED** 

## D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether 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.

## D.1 SUBSTANTIAL COMPLETION

- (a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
  - (1) do not interfere with the intended occupancy or utilization of the work, and
  - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

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

## D.2 FINAL COMPLETION AND ACCEPTANCE

- D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
- D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

- D.2.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.2.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
  - Satisfactory completion of all required tests,
  - A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
  - Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## E. DELIVERIES OR PERFORMANCE

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within <u>Ten (10)</u> calendar days after the date the Contractor receives the notice to proceed. Please note that this work will be performed during calendar year 2018.
- (b) prosecute the work diligently, and,
- (c) Complete the entire work ready for use not later than <u>45 work days for the</u> entire project after issuance of Notice to Proceed.

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

### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **PKR 10,000.00** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

## CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for

submission as "Ten (10)" calendar days after receipt of an executed contract".

- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
  - (1) Extend the completion date or obligate the Government to do so,
  - (2) Constitute acceptance or approval of any delay, or
  - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

### NOTICE OF DELAY

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

## NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

### **WORKING HOURS**

All work shall be performed during 0800 - 1630 hrs, from Monday through Friday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

### PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **US Embassy**, **Islamabad** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:				
<u>Description</u>	Quantity	<u>Deliver Date</u>	<u>Deliver</u>	
			<u>To</u>	
Section G. Securities/Insurance	1	10 days after award	CO	
Section E. Construction Schedule	1	10 days after award	COR	
Section E. Preconstruction Conference	1	10 days after award	COR	
Section G. Personnel Biographies	1	10 days after award	COR	
		Last calendar day		
Section F. Payment Request	1	of each month	COR	
		15 days before		
Section D. Request for Substantial Completion	1	inspection	COR	
		5 days before		
Section D. Request for Final Acceptance	1	inspection	COR	
Construction Accident Prevention Plan (CAPP)	1	10 days after award	COR	
Material manufacturer's product data sheets and Material Safety Data Sheets (MSDS)	1	5 days before the start of the work.	COR	

## F. ADMINISTRATIVE 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 Engineer, US Embassy, Islamabad.

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

Requests for payment may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Financial Management Officer, U.S Embassy, Diplomatic
Enclave, Ramna-5, Sector G-5, Islamabad
Invoices can also be sent through email at:
Islamabadfmc-invoice@state.gov

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

## G. SPECIAL REQUIREMENTS

- G.1.0 <u>PERFORMANCE/PAYMENT PROTECTION</u> The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price in the form of bonds, irrevocable letters of credit, insurance guarantee or bank guarantees.
- G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.
- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:
- G.2.1 <u>GENERAL LIABILITY</u> (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, IN U.S. DOLLARS			
Per Occurrence	50,000 PKR		
Cumulative	250,000 PKR		
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS			
Per Occurrence	50,000 PKR		
Cumulative	250, 000 PKR		

G.2.2 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.

- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.
- G.2.4 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.
- G.2.5 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.

### G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 <u>SUPPLEMENTAL DOCUMENTS</u>: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

## G.3.1.1. RECORD <u>DOCUMENTS</u>. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
- G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
  - (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
  - (2) record shop drawings and other submittals, in the number and form as required by the specifications.
- G.4.0 <u>LAWS AND REGULATIONS</u> The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and

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

- G.4.1 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.
- G.4.2 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.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 <u>CONSTRUCTION PERSONNEL</u> 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 among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. 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.
- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 14 days to perform. For each individual the list shall include:

Full Name Place and Date of Birth Current Address Identification number

Copy of Valid Computerized National Identity Card issued by GOP along with verification from NADRA

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the

site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

## G.7.0 SPECIAL WARRANTIES

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

### G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

### G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

## H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a> or <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>. Please note 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 <a href="http://www.statebuy.state.gov/">http://www.statebuy.state.gov/</a> to access 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.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT-2016)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19 CERTIFICAT	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND TIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2017)

52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)
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 (JULY 2000)
52.228-14	IRREVOCABLE LETTER 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)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)

52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-40 As prescribe	Providing Accelerated Payments to Small Business Subcontractors. ed in 32.009-2, insert the following clause:

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2016)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

# 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)

## 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.

(End of 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 e-mail 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)

## 652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
  - (1) Provide appropriate safety barricades, signs and signal lights;
  - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
  - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
    - (i) Scaffolding;

- (ii) Work at heights above two (2) meters;
- (iii) Trenching or other excavation greater than one (1) meter in depth;
- (iv) Earth moving equipment;
- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
  - (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) *Subcontracts*. The Contractor shall be responsible for its subcontractors' compliance with this clause.
  - (d) Written program. Before commencing work, the Contractor shall:
  - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
  - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

## 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
  - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

- (2) That is 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.

(End of clause)

## 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.

(End of clause)

#### I. LIST OF ATTACHMENTS

ATTACHMENT		NUMBER OF
NUMBER	DESCRIPTION OF ATTACHMENT	PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	1
Attachment 4	Specifications/Statement of Work	33

## J. QUOTATION INFORMATION

### A. QUALIFICATIONS OF OFFERORS

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

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

## B. **SUBMISSION OF QUOTATIONS**

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

Each quotation must consist of the following:			
VOLUME	TITLE	NUMBER OF	
		COPIES*	
I	Standard Form 1442 including a completed Attachment 4,		
	"BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF	01	
	SPECIFICATIONS		
II	Performance schedule in the form of a "bar chart" and		
	Business Management/Technical Proposal	03	

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

RFQ No: 19PK33-18-Q-5877
CONTRACTING OFFICER
GSO-PROCUREMENT & CONTRACTING UNIT
U.S. EMBASSY, DIPLOMATIC ENCLAVE, RAMNA-5
ISLAMABAD

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

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each Segre gable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
  - (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - References of minimum three completed projects. Reference should include the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
  - (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
  - (4) Brief description of the work, including responsibilities; and
  - (5) Any litigation currently in process or occurring within last 5 years.

## C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
  - (b) A site visit has been scheduled for March 15, 2018 at 11:00 AM.
- (c) Address will be communicated later to interested companies via reply to their expression of interest email to below stated email addresses.
- (d) Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on NIC), NIC number. Offerors interested in attending must e-mail on or before 12.00 noon March 12, 2018.

ShahzadK2@state.gov and MubarikRZ@state.gov

### D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: Between 5,000,000.00 PKR and 10,000,000.00PKR

E. <u>LATE QUOTATIONS</u>. Late quotations shall be handled in accordance with FAR.

## F. <u>52.252-1</u> SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <a href="http://acquisition.gov/far/index.html/">http://farsite.hill.af.mil/vffara.htm</a>. Please note 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 <a href="http://www.statebuy.state.gov">http://www.statebuy.state.gov</a> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (JAN 2004)

## K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

- (b) Offeror represents that—
- (1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

## SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

### L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.
- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpay	yer Identification Number (TIN).
TIN: _	
	TIN has been applied for.  TIN is not required because:  Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;  Offeror is an agency or instrumentality of a foreign government;  Offeror is an agency or instrumentality of the Federal Government.
	of Organization. Sole Proprietorship; Partnership; Corporate Entity (not tax exempt); Corporate Entity (tax exempt); Government Entity (Federal, State or local); Foreign Government; International organization per 26 CFR 1.6049-4;
Ц	Other

<ul> <li>(f) Common Parent.</li> <li>□ Offeror is not owned or controlled by a common parent as defined in paragraph         <ul> <li>(a) of this clause.</li> <li>□ Name and TIN of common parent:</li> <li>Name</li> <li>TIN</li></ul></li></ul>
L.2 52.204-8 Annual Representations and Certifications. (Apr 2016)
(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.
(2) The small business size standard is \$36.5M.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
[_] (i) Paragraph (d) applies.
[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

Officer check as appropriate.]
(i) 52.204-17, Ownership or Control of Offeror.
(ii) 52.204-20, Predecessor of Offeror.
(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentCertification.
(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesCertification.
(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
(vii) 52.227-6, Royalty Information.
(A) Basic.
(B) Alternate I.
(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below <a href="footnote-left: footnote-left: footnote-l

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

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

- (a) *Definitions*. As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
  - (1) FSC 5510, Lumber and Related Basic Wood Materials;
  - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
  - (3) FSG 88, Live Animals;
  - (4) FSG 89, Food and Related Consumables;
  - (5) FSC 9410, Crude Grades of Plant Materials;
  - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
  - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
  - (8) FSC 9610, Ores;
  - (9) FSC 9620, Minerals, Natural and Synthetic; and
  - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
  - (1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) Outside the United States.

(End of provision)

## L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:	
Telephone Number:	
Address:	

### L.5 RESERVED

## ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

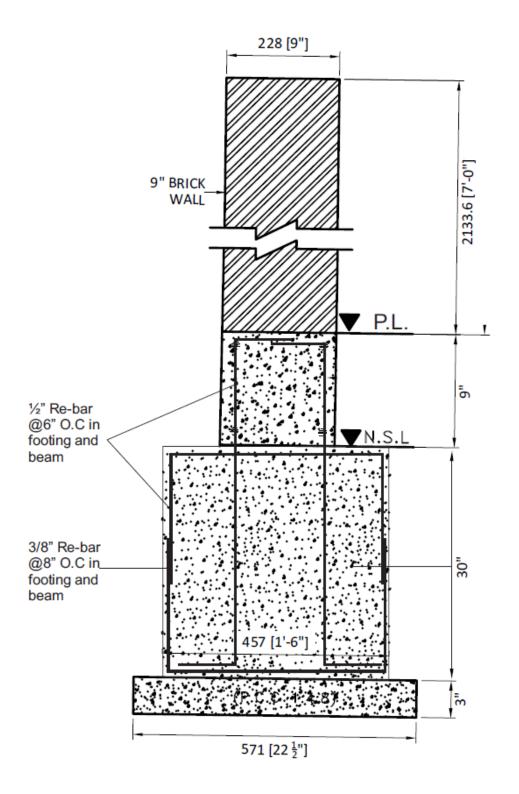
	ace [ ] ate [ ]
Contracting Officer U.S. Embassy, Islamabad Ramna-5, Diplomatic Enclave	ate [ ]
SUBJECT: Performance and Guaranty	etter of Guaranty No
hereby guarantees to make payment to the Confirmation Treasurer of the United States, immediately upon from the Contracting Officer, immediately and Officer to protest or take any legal action or obtain other proof, action, or decision by an other 20% of the contract price in U.S. dollars during acceptance and 10% of the contract price during the deposit required of the Contractor to guarant satisfactory, complete, and timely performance [description of work] at [location of work] in s	on notice, after receipt of a simple written request entirely without any need for the Contracting tain the prior consent of the Contractor to show authority, up to the sum of [amount equal to ag the period ending with the date of final ing contract guaranty period], which represents the fulfillment of his obligations for the of the said contract [contract number] for strict compliance with the terms, conditions and ween the Government and [name of contractor] blus legal charges of 10% per annum on the
The undersigned agrees and consents that said of Supplemental Agreement affecting the validity amount of this guaranty shall remain unchanged	of the guaranty provided, however, that the
The undersigned agrees and consents that the C demands on the guaranty up to the total amount honor each individual demand.	• • • • • • • • • • • • • • • • • • • •
This letter of guaranty shall remain in effect un period of Contract requirement.  Depository Institution: [name]	til 3 months after completion of the guaranty
Address:	
Representatives:	Location:
	State of Inc.:
	Corporate Seal:
	<del></del>
Certificate of Authority is attached evidencing document.	g authority of the signer to bind the bank to this

# ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION (5) PROFIT (6) TOTAL	(2) LABOR	(3) MATERIALS	(4) OVERHEAD
<ol> <li>General Requirements</li> <li>Site Work</li> </ol>			
3. Concrete 4. Masonry			
<ul><li>5. Metals</li><li>6. Wood and Plastic</li></ul>			
7. Thermal and Moisture 8. Doors and Windows			
9. Finishes 10. Specialties			
11. Equipment 12. Furnishings			
<ul><li>13. Special Construction</li><li>14. Conveying Systems</li></ul>			
<ul><li>15. Mechanical</li><li>16. Electrical</li></ul>			
		TOTAL:	PKR
Allowance Items:			
TOTAL:	PRO	OPOSAL PRICE: _	PKR
Alternates (list separately; do not	total):		
Offeror:		Date	

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

## **ATTACHMENT #3 – DRAWINGS/PICTURES**



### ATTACHMENT #4 – SPECIFICATIONS/STATEMENT OF WORK

### 1.0 BACKGROUND AND PURPOSE:

As part of the US Embassy Islamabad program for repair of Government Owned residence in the city, this project consists of: replacement/repair of damaged weak existing perimeter wall of the house and repair sewage drain line going into city sewage manhole from house driveway to outside the main gate, to meet specified standards and in accordance with the drawings and specifications for completion of all the work described herein.

#### 2.0 **LOCATION**:

Contractor shall carry out the required work at the following residence address:, G-6/3 Islamabad. The existing perimeter wall structure consists of: brick masonry.

**Important note.** Before awarding the contract Contractor shall provide written agreement with three sides of the house neighbors for demolishing and building new common walls.

### **3.0 GENERAL REQUIREMENTS:**

- 3.1 Contractor shall execute the required work in a diligent manner in accordance with a fixed performance period of sixty (60) working days, or such time frame as requested/advised by Contractor and approved by COR.
- 3.2 Contractor shall submit evidence of previous work that demonstrates their knowledge and expertise in constructing similar work, as stated in Scope of Work, which shall be required as part of the Technical Evaluation.
- 3.3 Contractor shall be required to prepare Timeline Schedules of planning/phasing of work, and cost estimates. These documents, shall be required as part of Technical Evaluation, and shall provide the necessary interfaces, coordination and communication between the COR and the Contractor.
- 3.4 In addition, Contractor shall be required to prepare reports, bill of materials, quality control schedules and construction costs to provide the necessary interfaces, coordination, and communication between the COR and Contractor for the delivery of completed perimeter wall project.
- 3.5 Contractor shall ensure that all work is performed at the appropriate time and that no work completed is hindering other aspects of the job or being impacted (damaged, dirtied, etc.) by any subsequent phase of work.
- 3.6 Contractor shall repair any damage to existing infrastructure caused as a result of construction.
- 3.7 Contractor shall be responsible for field verifying all dimensions and spot elevations of existing wall during pre-bid meeting and/or site visit, at which time COR will point out further specifics of the job.
- 3.8 Contractor shall submit an access request for all personnel, equipment and vehicles, to the COR for approval, and shall obey RSO's security directives at all times.

## 3.9 The Contractor shall have limited access and not be admitted into the actual residence outside the areas designated for the project, except with permission by the COR.

- 3.10 Contractor shall provide a site Project Manager who is fluent in English.
- 3.11 Contractor shall perform the job in accordance with U.S. Codes and Standards, and shall comply with all local host-country Codes, Ordinances and Regulations for Construction, Labor and Safety Practices.
- 3.12 Contractor shall comply with all Accident Prevention requirements, as stated under Section (H) CLAUSES, per DOSAR652.236-70 in the main body of the Contract, which includes:
  - a. Workers may be required to wear hard-hats and steel toed shoes on the job site at all times.
  - b. See safety requirements at the end of scope of work.
- 3.13 Contractor shall perform the construction in accordance with the provided Specifications, Drawings and Details as listed. However, any discrepancies between existing conditions and proposed construction shall be brought to the attention of the COR for immediate resolution.
- 3.14 Contractor shall prepare all necessary shop drawings, plans/Details. All drawings must be submitted for approval and coordination with COR, prior to proceeding.
- 3.15 Contractor shall have a current marked, complete set of the Contract documents, including Scope of Work, Drawings and Specifications, approved Submittals, Progress Reports and Schedule, available on the job site at all times.
- 3.16 The project start date is to be made as soon as possible and is expected to begin upon receipt of NTP.
- 3.17 After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- a. A complete set of "as built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished.
  - b. Record shop drawings and other submittals, in the number and form as required by specifications.

### 4.0 SCOPE OF SERVICES:

Contractor shall provide all construction/fabrication, furnishing of materials, labor, equipment and supervision necessary to complete the technical requirements in this Statement of Work in accordance with GENERAL REQUIREMENTS Paragraphs 3.13 and 3.14 as stated above, pertaining to drawings and specifications. The work consists of, but is not limited to, the following:

## 4.1 LOGISTICS, SITE PROTECTION, DEMOLITION and DISPOSAL:

## 4.1.1 LOGISTICS:

- a. Electrical 220v 50Hz available.
- b. Contractor shall be responsible to arrange water for this project.
- c. Contractor shall provide proper means for delivering all construction materials, etc., on to the job site as well as providing proper storage/protection for said deliveries as may be required.

### *4.1.2 SITE PROTECTION:*

- a. Contractor shall protect all the grounds surrounds including the existing paving (driveway) and the existing surrounding garden (lawn areas, plants and planting beds), and shall maintain the site free of debris at all times.
- b. Contractor shall provide plastic, drop cloths and /or cardboard for protection of all existing outside items describe above.
- c. Contractor shall barricade wall area prior to demolish with GI corrugated sheets (20SWG), framing vertical steel pipe supports @ 9 feet OC and horizontal pipe supports @ 3 feet OC. Temporary mount razor wire on top of GI sheets wall.
- d. Contractor shall provide all necessary scaffolding, ramps, guard railings and appropriate body harnesses, etc. in compliance with all Accident Prevention requirements, as stated previously.

## 4.1.3 DEMOLITION/REMOVAL, CLEANING and DISPOSAL:

- a. Removal of all plumbing piping, natural gas lines, water line etc. shall be in accordance with standard safety practices including temporary capping, as required.
- b. Removal of all electrical fixtures (security lights, wiring, etc. as required), shall be in accordance with standard safety practices including disconnection at the breaker box, and all exposed wires shall be safely capped, etc. as required.
- c. Removal of security spikes and razor wire shall be in accordance with standard safety practices. Repair any damage to spike during removal and re install spikes and razor wire with same type of installation mechanism at the same location after construction of new wall. Paint spike with three coats of enamel paint of approved manufacturer.
- Removal of trees shall be required if causes obstruction for building new wall. Contractor shall be responsible
  to cut and dispose of from site. Any permit required to remove trees is the contractor responsibility.
  Contractor will remove all the trees and root systems required to build the wall. Contractor shall also be
  responsible to coordinate with all neighbors for removal of trees.
- d. Removal of existing cracked wall from top up to the foundation shall be performed by using jack hammers, chisels or other effective means to get the required results.
- e. Any removal necessary (as mentioned above) shall be performed by using jack hammers,

chisels, wire brushing, cutters, pipe wrenches or other effective means to get the required results. See Section 5.1.1 Site Visit and Compliance, paragraph (f) regarding safety requirements for Accident Prevention when using loud and noisy equipment.

- f. All construction debris removal shall be via a construction chute, nothing shall be tossed from heights.
- g. Contractor shall be responsible of disposing of debris, from the site on a "**DAILY BASIS**", in accordance with Local regulations. All permits required in this regard are Contractor's responsibility.
- h. The entire work site, ground areas, external utilities, etc. shall be kept clean and accessible at all times.

### 4.2 ELECTRICAL WORK:

## 4.2.1 ELECTRICAL REQUIREMENTS:

- a. Contractor shall install new security lights at the places where the lights removed from the old wall.
- b. Samples of all required fixtures, accessories and materials shall be submitted to COR for approval; nothing shall be used on site prior to the approval of sample.
- c. Contractor shall supply and replace all necessary conduit work and wiring (including phase, neutral and ground), receptacles, switches, light fixtures, accessories, as required and approved by COR.
- d. Contractor shall provide all labor, vehicles, tools, cables, wires, conduit, fittings, brackets, lugs, nuts, bolts, etc. as required.
- e. Any other materials, accessories and/or services, which are not listed here but are required for the project completion, shall be the responsibility of the Contractor, and be supplied and installed with quality workmanship and in full compliance with local and NEC standards.
- f. Contractor shall notify COR once electrical work is completed for testing. All test results must be verified and approved by COR prior to authorizing for close-out.
- g. All testing equipment required for the project shall be pre-calibrated and of reliable quality.

### **4.3 PLUMBING WORK:**

### **4.3.1 PLUMBING REQUIREMENTS:**

- a. Contractor shall remove old water/gas piping running along the wall and install new piping of same size including all accessories such as elbows, tees, connectors, control valves, wrapping at the underground piping, excavation and back fill, hangers@3'OC for above ground on wall etc. The existing gas pipe is 1-1/2" thick and water pipe is 1". The approximate length of each pipes is 300 feet.
- b. All new plumbing shall be protected in accordance with standard practice. Contractor shall be required to patch and repair all walls as necessary due to any required conduit/wiring relocations, and as directed by COR.
- c. Contractor shall notify COR once plumbing work is completed for testing.
- d. The entire piping system shall be hydrostatically tested to 150 psi. Test shall be maintained for a minimum of 12 hours to prove all joints are tight. (Contractor shall be responsible for maintaining pressure level as required.)
- e. All test results shall be reviewed and approved by COR prior to authorizing for close-out.

### f. <u>SEWAGE SYSTEM REPAIR</u>

The contractor must extend the existing sewage manhole/sump up to 4X4 feet with same depth (concrete construction). Contractor shall install two new submersible sewage pumps and connect discharge line of the pumps with city sewage line system. Contractor shall provide and install electrical control panel for both sewage pumps AUTO and manual operation. COR will approve the pumps. After sewage line work, repair the driveway to match the existing.

Contractor will install temporary water tank above the ground and connect with the house water supply. After completion of the wall contractor will fix the existing RCC underground water tank and reconnect with house plumbing.

a. Contractor will demolish the storm drain and rebuild a new storm drain after the completion of the wall.

### 4.4 PERIMETER WALL:

### 4.4.1 EXCAVATION, COMPACTION AND BACK FILL:

b. Excavation of foundations in all kind of soil including rocky and hard soil etc., up to the depth as indicated in the drawing from natural surface level (NSL) and filling back the excavated stuff in 6" layers inside foundations including breaking of clods leveling dressing consolidating and watering and compaction in layers not exceeding 6" depth to 95% modified AASHTO max dry density and disposal of surplus excavated stuff as directed by the COR. All soils on two side of perimeter wall shall be backfilled before any backfilling on the heel side.

### 4.4.1.1

## CONCRETE FOR FOUNDATION AND BEAM, PLASTER WORK:

- a. Provide and lay plain cement concrete (1:4:8) under foundation using approved crush graded stone 25 mm size and down gauge and approved sand in foundations including labor material, compacting, curing, finishing, formwork etc. complete in all respects as per drawings and instructions of the COR.
- b. Provide and lay reinforced cement concrete using approved Portland cement, screened graded aggregate 20 mm thick and down gauge and approved sand in foundation including compacting with vibrator curing scaffolding, steel form work and its removal labor material mechanical mixing etc. complete as per drawings and instructions of the COR. all footing concrete shall have minimum 28-day compressive strength of 31 MPA based on cylinders made per ASTM C31 from molds conforming to ASTM C470 and tested in accordance with ASTM C39. Provide vapor barrier consisting of 0.2 mm thick polythene sheets over thick bitumen coating up to the height of natural ground fill. Maximum spacing of expansion joints shall be 30m.
- c. Provide, install and fabricate deformed steel reinforcement bars of Ithad or Fazal make or equivalent in any shape fabricated and placed as per drawings and instructions of the COR including the cost of cutting, binding, bending straightening, wastage, placing, carriage to site, laps not shown in drawings/lengths less than bar size, steel chairs, spacers, binding wire 18 SWG in foundations, and walls as per drawings. All lap splices for horizontal bars shall be 1500mm. Do not splice horizontal reinforcing within 1500mm of control joint. All reinforcing steel shall be ASTM A615, minimum yield strength of 420 MPA. Vertical reinforcement shall be in outermost layer.
- d. Concrete shall be pre-mix from concrete batch plant, onsite mix shall not be allowed in any case. Concrete pouring shall be with concrete pump.

## DEMOLISH EXISTING DAMAGED WALL AND BUILD NEW BRICKS WALL

As per attached drawing contractor shall build concrete footing up to the higher side of the ground level from this house or neighbor house and shall build brick wall up to seven feet high from ground level of this house. Contractor shall do the plaster on both side of brick and concrete wall. Total wall length is **334** feet 9 inch thick.

Providing and laying 1st class solid burnt brick masonry set in (1:4) cement sand mortar in straight or curved walls using bricks of approved make and quality of standard size including

racking out joints, steel reinforcement bars/ties, curing, scaffolding etc. complete in all respects. 9" thick and above in super structure with (1:4) C.S mortar including grove for wall.

## **REPAIR EXISTING WALL**

- 1- Remove/Scrap Old Plaster from existing wall **194 feet** long both sides.
- 2-Install wire mesh on the wall.
- 3-Lay Plaster on the wall.

### **CEMENT PLASTER:-**

Plaster in (1:3) ratio shall be: ordinary Portland cement (Fecto, Maple Leaf or Fauji) and Sand (lawrencepur).

Standard wire mesh shall also be attached on wall before plaster all over the wall.

- c. Providing and laying 1st class solid burnt brick masonry set in (1:4) cement sand mortar in straight or curved walls using bricks of approved make and quality of standard size including racking out joints, steel reinforcement bars/ties, curing, scaffolding etc. complete in all respects.
- d. 9" thick and above in super structure with (1:4) C.S mortar including grove for wall.

Samples of all required material shall be submitted to COR for approval; nothing shall be used on site prior to the approval of sample.

- a. Painting required shall be as follows:
  - The color scheme for all surfaces shall be pre-approved by the COR. Paints exceeding either the shelf-life or the pot life will not be acceptable.
  - All surfaces shall be pre-cleaned/scraped and prepared surfaces using ICI putty.
  - Contractor shall provide and apply:
    - o one (1) coat of an anti-fungal primer
    - Three (3) coats of weather shield paint (ICI or equivalent) approved by COR.
  - All paints should be applied under dry and dust-free conditions. Painting shall not occur when the temperature of the surrounding air is below 45 degrees Fahrenheit. Surfaces should be free from moisture at the time of painting.
  - Most paints are provided in a condition ready for use. It is important that only those additions are made which are expressly permitted on the container labels. Manufacturer's instructions shall be followed when thinning paints and in no case should thinners exceed 5% by volume.
  - Paint should be stirred regularly unless otherwise recommended by the manufacturer.
  - Quality workmanship is required. All finished paint surfaces shall be free from drips, ridges, waves, laps and brush marks.
  - The film thickness of each coat of paint should be as specified by the paint manufacturer. First coat is typically four or five strokes to fully soak, and then allowed to dry overnight.

- Allow proper drying time between coats, typically the dry period of one coat is three hours, or as specified by the manufacturer.
- b. Any necessary hoisting and lifting shall be performed in accordance with standard safety practices
- c. Any necessary scaffolding shall be provided and meet the specified safety standards.
- d. Paint shall be applied on the neighbor side of the wall. Graphics (locally called rock wall shall be applied on inner side of the wall. Graphic shall be of Jotun paint or ICI and shall be applied according to the manufacturer recommendations and instructions.
- e. Any surface preparation, base coat, surface smoothness shall also be according to the manufacturer recommendations.
- **PERFORMANCE:** The Contractor shall perform the job in accordance with International Building Codes 2006, ASTM standards and local host country codes.

### **5.1.1 PRELIMINARY SITE VISIT AND COMPLIANCE:**

- a. Contractor shall visit the site to determine the full extent of the work. Failure to inspect the site will not constitute grounds for a claim after contract award. A site visit will be scheduled with the COR.
- b. Contractor shall examine all the documents. The Contractor is responsible for knowing all the conditions and limitations applied to the work. COR will make no subsequent allowance to the Contractor for neglect or unawareness of the existing site conditions.
- c. Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and carry out supervision of this project.
- d. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- e. Contractor shall assign a Project Site Manager that possesses Level 3 English Skills, who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction at all times. The COR or his Designee must approve the Project Site Manager. The Project Site Manager shall attend all project meetings.
- f. Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. Contractor shall submit a safety plan to be approved by COR. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- g. Contractor shall verify that all materials, equipment, and systems provide operational dependability.
- h. Contractor shall prepare and maintain a Quality Control Schedule (QCS) to address the cost and schedule of the project. The QCS must document the entire project from beginning to end.
- i. The COR may perform quality assurance inspections to confirm that Contractor performs the work according to the Contract Documents.
- j. Any cost associated with services subcontracted by the Contractor shall be, borne by, and be the complete responsibility of the Contractor under this fixed price contract.

#### 5.1.2 SITE CONDITIONS AND SERVICES:

- a. Contractor shall be responsible for obtaining all licenses and permits necessary, in compliance with any laws, codes, and regulations applicable to the execution of this work.
- b. Contractor may use the area within the compound for operation of his construction equipment and may maintain temporary facilities with COR approval. The Contractor is responsible for obtaining any additional off-compound storage as may be necessary.
- c. Temporary electrical power will be provided by the Government at no cost to the Contractor from existing lines and sources located at the building site. The characteristics and source locations may be verified by a visit to the site. Contractor is responsible for water to be used for construction activities.
- d. Contractor shall provide ample temporary storage shed space for materials requiring shelter from the weather, and security and safety protection.
- e. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract.

- f. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- g. Contractor shall keep the work area free from accumulation of waste materials and clean the site at the end of each work day.
- h. Contractor will not drop or throw materials from heights and shall dispose of materials removed under this contract at a legally approved disposal site, and shall adhere to all local laws, and requirements concerning removal, transporting, and proper disposal methods of said materials.
- i. At the end of each workday, or with notification of a temporary stop order, the Contractor shall temporarily seal the project area. Beginning the next workday, Contractor shall remove the temporary seal before continuing the project.
- j. At the end of the performance period for project completion, the Contractor shall perform a final cleanup to leave the project site in a clean and orderly condition acceptable to the COR.

### 5.1.3 INSPECTIONS, COMPLETION AND ACCEPTANCE:

- a. The COR has the right to conduct inspections or perform any tests deemed necessary, at all times and places to the extent practicable, to determine conformance with the requirements of the specifications during the term of the contract.
- b. If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. COR may by contract or otherwise, perform the services and charge the Contractor any cost incurred by US Embassy Islamabad that is directly related to the performance of such service or terminate the contract for default.
- c. Contractor shall be and remain liable in accordance with applicable laws for all damages to United States Government property caused by the Contractor's negligence in the performance of any of the services furnished under this contract.
- d. Contractor shall perform all the necessary corrections/adjustments as identified as per Punch List conducted by the COR.
- e. Contractor shall warranty work to be free of defects and workmanship for a period of 1 year from date of acceptance.

#### 6.0 DELIVERABLES, SCHEDULE AND PERIOD OF PERFORMANCE:

- a. Contractor shall be responsible for developing the Construction Timeline and Schedule of Deliverables acceptable to the COR prior to commencement of the construction.
- b. Contractor's Timeline Schedule shall focus on all work to be performed, to ensure proper sequencing and avoid conflicts or any damage to completed work, as the work progresses from delivery to installation and through completion.
- c. Contractor shall complete all work under this Contract within forty five (45) working days (or such time frame as initially approved by COR) from the date of receipt of the Notice to Proceed (NTP).
- d. The project start date is to be made as soon as possible and is expected to begin upon receipt of NTP.
- e. Liquidated damages shall be assessed at Rs. 10000.00 PKR per day for any delays past the Twenty (or other Time Frame as requested and approved by COR) performance days from NTP.
- f. Work time will be from 0800 hrs. to 1630 hrs. Monday through Friday. American and local holidays will be reserved and no work is to be performed without prior agreement of the COR.

### 7.0. CLEANING

- a. Contractor shall oversee cleaning to ensure that building and grounds are maintained free from accumulations of excavation/waste materials, debris and rubbish, to avoid unsightly and dangerous conditions at all the times.
- b. Contractor may sprinkle dusty debris lightly, with very fine water mist to control accumulation of dust, but not in quantity so as to puddle.
- c. Contractor shall keep streets and access to the site free of rubbish and debris at all times. Upon completion of work, Contractor shall clean any splattered surfaces, and remove all splattered or

- excess materials, by proper methods of washing and scraping, using care not to scratch or otherwise damage any finished surfaces. This is very important as the residences shall be occupied during the construction activities.
- d. Upon completion of work, Contractor shall clean all affected areas and surroundings, including street side.

### 8.0. SAFETY REQUIREMENTS FOR OVERSEAS CONSTRUCTION PROJECTS

Contractor shall comply with the following applicable safety requirements as stated in DOSAR 652.236-70 ACCIDENT PREVENTION:

- 1) Any work at heights above two (2) meter requires additional safety measures described as follows:
  - a. Workers shall not be permitted to work at heights over 1.5 meters without fall protection.
  - b. Fall protection shall consist of scaffolding, work platforms, or full body harnesses.
  - c. All work platforms over 1.5 meters tall (including scaffolding) shall have handrails.
  - d. Full body harnesses shall be attached to an object capable of resisting 5000 lbs. of force.
- 2) Any excavation work that exceeds 1 meter depth, requires additional safety measures.
- 3) Use of earth moving equipment, requires additional safety measures.
- 4) Work in confined spaces including water tanks, sewers, transformer vaults, potential for combustion, etc. require additional safety measures.
- 5) Work with hazardous materials requires additional safety measures.
- 6) Work at hazardous noise levels requires additional safety measures.
- 7) Temporary wiring, use of portable electric tools or other recognized electrical hazards requires additional safety measures.
- 9.0 Drawing of the wall is attached.