Terms of Condition

1. **Conditions of Eligibility**: The prospective Contractors should have previous experience of carrying out similar works in the past.

2. **Validity of Bids**: The bids shall remain valid for a period of 180 days from the opening of bids or upto any mutually agreed extended period.

3. Currency of payment: US Dollars

4. **Payment terms and conditions**
   
   (i) **Earnest Money Deposit/Bid Securing Declaration**
   
   i) The bidder shall submit a Demand draft or Banker’s cheque or Bank Guarantee (as per attached proforma with this RFP) amounting to US $ 200 or Bid Securing Declaration (Annexure-I).

   ii) Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

   (ii) **Performance Security**:

   Performance security @ 5% of contract value in the form of Bank Guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of Performance Guarantee. The Performance Guarantee shall be released after sixty (60) days on record of satisfactory practical completion of work (format of Performance Security attached)

   (iii) **Liquidity Damages**

   The amount of such penalty shall be calculated @ 0.5 percent of the total contract value payable for delay of each week, subject to maximum of 10 percent of the total value of the contract.

   (v) **Retention Money/Security Deposit**: 10% of the contract cost will be retained as Retention Money and will be released after completion of the painting work.

5. **Number of days for completion**: Three weeks depending on weather conditions

6. **Compensation for Delay**
   
   a. In the event of failure of the Contractor to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributed to the Contractor, the Contractor will pay penalty to the Consulate General of India, Atlanta.
RFP FOR EXTERIOR PAINTING OF CONSULATE GENERAL OF INDIA, ATLANTA

(This may be submitted by the bidder in lieu of EMD)

(i) Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date: 
Name: 

Place: 
Signature:
Bank Guarantee Proforma for Performance Bank Guarantee / Performance Security

Bank Guarantee No.......  
Brief description of contract:-  
Name and Address of Beneficiary:-  

Date:

Whereas M/s (Name of Contractor with address)______________ have submitted their tender for (Name of work)______________________________ and one of the tender conditions is for the M/s (Name of Contractor with address)____________ to submit a Performance Bank Guarantee amounting to **USD - (USD ____________Only)**. In fulfilment of the tender conditions, we, (Name of Bank with address)____________ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **USD __________-/ (USD ______________ Only)**.

This guarantee is valid for a period of **180 Days** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **USD __________/- (USD ______________ Only)**

Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) ______________ up to the (date after 180 days from date of issue) ___________ and claims under this guarantee should be submitted not later than (date after 180 Days from date of issue) ___________.

This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

This guarantee shall be governed and construed in accordance with the laws of the __________ and is governed by the United Rule for Demand Guarantee (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the __________ - Courts.

Date ___________ Signatures________________