

Terms of Condition

1. Conditions of Eligibility

Consultants/Firms fulfilling the following conditions of eligibility and submitting the relevant documentary proof therein may only apply:

(i) Must have architectural as well as Project Management capability, registered with competent local authorities/professional bodies for carrying out Consultancy services of this nature. A copy of such registration must be enclosed.

(ii) Must have minimum experience in this profession for the immediate last 10 years and must be authorized for taking up such consultancy works i.e. Comprehensive Professional Services for Architectural, Landscaping, Engineering, and Project Management etc. in Atlanta, USA. A certified copy of the registration certificate showing registration number, date of registration and its date of validity must be enclosed.

(iii) Must have successfully executed at least three similar size works/projects within last 10 (ten) years which required comprehensive Consultancy services including putting together and coordinating a multidisciplinary team. Copy of award letter and completion certificate for each such projects must be enclosed.

(iv) Must submit Audited financial statement of the firm for last three years showing annual turnover of the company.

(v) The firm must not have suffered loss in more than two of the last five financial years and must not have suffered loss in the immediate preceding financial year. Must submit balance-sheet for last 5 years.

(vi) Should have sufficient number of Technical and Administrative Employees for rendering the consultancy services. A list of employees with details of their technical qualification and experience stating clearly how they would be involved in this project must be submitted.

(vii) Additional information pertaining to association arrangement, if applicable, with other technical firms/professionals, commitment regarding adherence to professional Code of Ethics, liabilities, etc. may be submitted along with the application.

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. The Consultant shall be entitled for payment in US Dollars (*as quoted in the financial bid*) for the cost of designing the fence and documentation at City of Sandy Springs

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 consultancy fee 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

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

(v) Retention Money/Security Deposit: 10% of the cost as mentioned in the financial bid will be retained as Retention Money and will be released after completion of the construction work.

(vi) Payment of reimbursable

a. In addition to consultancy fees specified above, the Consultant will be reimbursed actual expenditure incurred, on rendering the following services: -

i. Soil Test, Laboratory tests, investigations, site survey or any other investigation report or any other services required for the project

ii. Any other items of works, if deemed necessary with the prior approval of Consulate General of India, Atlanta.

b. Consulate General of India, Atlanta can also make direct payment/ reimbursement to the concerned agencies through which the services are organized/rendered and Consultant shall fulfill their obligations .

c. The Consultant would **not** be entitled for reimbursement of expenditure towards stationary, transport, incidental expenditures, communications (telephone, internet etc.), site office, equipment etc. which are part and parcel of administration of the Consultant's services.

(vii) General terms and conditions

a. Consultant shall arrange his own transportation, office, computer and communication facilities.

b. Consultant may engage other sub-consultants for specialized works, which are part of his responsibility, at his own cost and convenience. No payments will be reimbursed for them by the Consulate General of India, Atlanta.

c. Consultant shall coordinate with the Consulate General of India, Atlanta and Contractor for completion of the work.

d. Consultant shall obtain professional liability insurance or any other insurance for his workmen, staff, as may be required, at his own cost.

e. The fees quoted, should exclude all taxes such as VAT, service tax, professional tax, etc.

f. Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.) electricity & water, levy of new taxes, hike in any tax rates, cess or due to delay in completion etc. shall not be acceptable the Consulate General of India, Atlanta.

g. Consultant shall not be permitted to participate in bidding for this work i.e., Consultant cannot become Contractor for this work.

5. Time Schedule

a. The work shall be carried out by the Consultant with due expedition and in accordance with the time schedule.

b. The time schedule so agreed upon, shall be deemed to be the essence of the contract on the part of the Consultant.

6. Compensation for Delay

a. In the event of failure of the Consultant to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributed to the Consultant, the Consultant will pay penalty to the Consulate General of India, Atlanta.

7. Arbitration

- a. If any dispute, difference or question at any time arises between the Mission and the Consultant in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 11, shall be referred to arbitration.
- b. The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
- c. The Arbitration will have its sittings in Atlanta.

No. ATL/862/03/2019
Consulate General of India
Atlanta

RFP FOR DESIGN OF METAL FENCING AROUND THE PERIMETER OF CONSULATE GENERAL OF INDIA, ATLANTA PROPERTY

(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* _____