

**No. ATL/872/03/2023**  
**Consulate General of India**  
**Atlanta**  
\*\*\*\*

**TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF POOL ENCLOSURE (TURN-KEY) AT INDIA HOUSE - CONSULATE GENERAL OF INDIA, ATLANTA**

The Consulate General of India in Atlanta requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for the construction of pool enclosure at India House. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr. Kandhaswamy Raju, Head of Chancery, Consulate General of India, 5549, Glenridge Drive NE, Atlanta GA 30342 Telephone No.: +404 549 8778 ; email- hoc.atlanta@mea.gov.in on or before 1700 hrs on 31<sup>st</sup> March 2023. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Consulate General of India, Atlanta at <https://www.indiainatlanta.gov.in/tenders/>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Consulate General of India, Atlanta for construction of pool enclosure at the India House. Due dates are as follows:

1.	Tendering Authority	Consulate General of India, Atlanta
2.	Invitation Reference No. & Date	No.ATL/872/02/2023 dated 24.02.2023
3.	Procurement Method	Open Tendering Method
4.	Source of fund	Government of India
5.	Tender Name	Construction of pool enclosure at India House located at 815 West Paces Ferry Road, Atlanta Georgia 30327
6.	Tender Submission date	Publication Date: 08.03.2023 Last date of submission of bids: 31.03.2023
7.	Tender Opening Date & Time	Technical bids will be opened on 05.04.2023 (1200 hrs) Financial bids: Will be intimated in due course
8.	Name and address of the office for Receiving & opening tenders	Consul (Head of Chancery), 5549, Glenridge Drive NE, Atlanta Georgia 30342

**3. Location and description of Property:**

(i) India House: 815 West Paces Ferry Road NW, Atlanta, GA-30327

**4. Scope of Work:**

Attached at Section IV

**5. Period of Completion:** 90 days from the date of award of Contract, including Construction period (30-60 days) and time taken for all ground work.

**6. Site visit:** Physical visit to the site is mandatory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site on any working day from 08 March to 14 March 2023 between 1000 hrs to 1500 hrs after prior appointment with Mr. Kandhaswamy Raju, Head of Chancery, Consulate General of India, 5549, Glenridge Dr NE, Atlanta, GA-30342, Telephone No.: +404 549 8778; email- hoc.atlanta@mea.gov.in.

**7. Submission:** The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is 1700 hrs on 31<sup>st</sup> March 2023 in the office of Mr. Kandhaswamy Raju, Head of Chancery, Consulate General of India, 5549, Glenridge Dr NE, Atlanta, GA-30342, Telephone No.: +404 549 8778; email- hoc.atlanta@mea.gov.in .Technical bids will be opened on 1200 hrs on 05<sup>th</sup> April 2023 in the Consulate General of India, Atlanta. All pages of the submission document must be signed by authorised signatory.

**No. ATL/872/03/2023**  
**Consulate General of India**  
**Atlanta**

**TENDER FOR SELECTING CONTRACTOR (TURN KEY)**  
**FOR CONSTRUCTION OF POOL ENCLOSURE AT INDIA HOUSE - CONSULATE**  
**GENERAL OF INDIA, ATLANTA**

**Tender Documents**

Tender Contents

**A. Technical Bid Documents:**

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)\*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

Document I – S- V : Bid Security Declaration (Section –VII)

**B. Financial Bid Documents:**

Document II : Form of Tender - Financial bid letter (Section-VI)  
(Lump sum fixed price to be quoted on this form by Bidder)

Document III : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document IV : Standard formats for Bid Securing Declaration (BSD) (Section-VII)\*\*

\* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

\*\* Section-VII – Please submit BSD (Section-VII)

**No. ATL/872/03/2023**  
**Consulate General of India**  
**Atlanta**

**TENDER FOR SELECTING CONTRACTOR (TURN KEY)**  
**FOR CONSTRUCTION OF POOL ENCLOSURE AT INDIA HOUSE - CONSULATE**  
**GENERAL OF INDIA, ATLANTA**

**Invitation to Tender**

1. The Consulate General of India in Atlanta invites Lump-sum Fixed Price Tender for Construction of Pool Enclosure at India House - Consulate General of India, Atlanta. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
<b>Financial Bid Document:</b>	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last date of submission of sealed bids is 1700 hrs on 31<sup>st</sup> March 2023 in the office of Mr. Kandhaswamy Raju, Head of Chancery, Consulate General of India, 5549, Glenridge Dr NE, Atlanta, GA-30342, Telephone No.: +404 549 8778; email- hoc.atlanta@mea.gov.in. Technical bids will be opened on 1200 hrs on 05<sup>th</sup> April 2023 in the Consulate General of India, Atlanta. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 1200 hrs on 05<sup>th</sup> April 2023 in the Consulate General of India, Atlanta. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Consulate General of India, Atlanta.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

**5.1 Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out renovation work in the Diplomatic property of the Consulate General of India, Atlanta.

**5.2 Similar work:** The Tenderer must have satisfactorily completed at least two similar works of value of **US\$50,000.00 or above**. Similar works means construction of pool enclosure and related works.

**5.3 Annual Turnover:** The annual turnover of the tenderer should be equal to US\$70,000 for construction of pool enclosure at India House during the immediate last three consecutive financial years.

**5.4 Profit-Loss:** The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

**6. Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.

**7. Performance Security:** 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work. 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. (Format of Performance Security is attached).

**8. Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

**9. Commencement:** Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

**10. Completion:** The Period of Completion for the whole of the works 90 days calculated from the date of award of Contract **including Construction period (30-60 days) and time taken for all ground work.**

**11. Mobilisation Advance:** i) Maximum 10% of contract amount against equivalent Bank Guarantee. The mobilization advance shall be released only after obtaining a bank guarantee bond from scheduled bank for amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery.

ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

iii) The recovery should be commenced after 10% of the work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

**12. Retention Money:** 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

**13. Arbitration:**

13.1 If any dispute, difference or question at any time arises between the Post and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

13.2 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.

13.3 The Arbitration will have its sittings in Consulate General of India, Atlanta

**14. Rejection:** Consulate General of India, Atlanta reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

**15. Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. Consulate General of India, Atlanta reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

**16.** The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

**[Kandhaswamy Raju]**  
Head of Chancery  
Address: Consulate General of India,  
5549, Glenridge Dr NE,  
Atlanta, Georgia, USA  
Email : hoc.atlanta@mea.gov.in

**No. ATL/872/03/2023**  
**Consulate General of India**  
**Atlanta**

**TENDER FOR SELECTING CONTRACTOR (TURN KEY)**  
**FOR CONSTRUCTION OF POOL ENCLOSURE AT INDIA HOUSE - CONSULATE**  
**GENERAL OF INDIA, ATLANTA**

**Section-I**

**1. INSTRUCTION TO BIDDERS**

**1.1** The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
Section - VI	:	Form of Bid
Section-VII	:	Bid Securing Declaration (BSD)

**1.2 Site visit:** Physical visit to the site is mandatory to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

**1.3 Cost of Tendering** – The Consulate General of India, Atlanta will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

**1.4 Bid Securing Declaration**– Any bid which would not contain Bid Securing Declaration as per format in Section VII will be rejected.

**1.4.1** The bidder shall submit a Bid Securing Declaration as per format in Section-VII.

**1.4.2** 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.

**1.5 Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

**1.5.1** The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

**1.5.2** Bidders are required to quote Lump-sum fixed prices on “Form of Tender”. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

**1.5.3** The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

**1.5.4** The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be US Dollars only.

**1.5.5** In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

**1.6** **Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

## **1.7 Tender and Schedule of Quantities**

**1.7.1** Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

**1.7.2** Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

**1.7.3** The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

**1.7.4** It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

**1.7.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

**1.8** **Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the “Form of Tender” shall be the basis for deciding the tender quote and the L1 bidder.

## **1.9 Errors and Rectification:**

**1.9.1** In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

**1.9.2** If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.



**1.9.3** If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

**1.10 Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with ‘ Construction of Pool Enclosure at India House’ which shall have following three sealed envelopes inside:

**Envelope A:** Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as “***Bid Securing Declaration***”.

**Envelope B:** Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “***Technical Bid***”.

**Envelope C:** Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “***Financial Bid***”.

- **Any bid which would not contain Bid Securing Declaration as per attached format will be rejected.**
- **Technical Bids of only those bidders will be opened who have submitted a valid Bid Securing Declaration**
- **Financial bids of only technically qualified bidders will be opened.”**

**1.10.1** The last date of submission of sealed bids is 1700 hrs on 31<sup>st</sup> March 2023 in the office of Mr. Kandhaswamy Raju, Head of Chancery, Consulate General of India, 5549, Glenridge Dr NE, Atlanta, GA-30342, Telephone No.: +404 549 8778; email-hoc.atlanta@mea.gov.in.

**1.10.2** The date and time for submission may be deferred by an official notification in writing issued by the Consulate General of India, Atlanta to all Bidders. Tenders received after this date will not be considered.

**1.10.3** Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

**1.11 Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the Consulate General of India, Atlanta. The Consulate General of India, Atlanta may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

**1.12 Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Consulate General of India, Atlanta may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Consulate General of India, Atlanta.

**1.13 Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Kandhaswamy Raju, Head of

Chancery, Consulate General of India, 5549, Glenridge Dr NE, Atlanta, GA-30342, Telephone No.: +404 549 8778 ; email- hoc.atlanta@mea.gov.in

**1.14** All information requested by and supplied to one bidder will be supplied to all bidders.

**1.15** Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Consulate General of India, Atlanta as to the meaning of anything connected with the Tender Document.

**1.16 Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:

**1.16.1** If tenderer sets forth any conditions which are unacceptable to the Consulate General of India, Atlanta.

**1.16.2** If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

**1.16.3** If there is evidence of collusion between Bidders.

**1.16.4** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

**1.16.5** If Bid price is disclosed or become known before opening of Financial Bid.

**1.17 Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of local taxes.

**1.18 Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Consulate General of India, Atlanta.

**1.19 No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable. No escalation due to any reason would be payable.

**1.20 Payments:**

**1.20.1** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Consulate General of India, Atlanta.

**1.20.2** The detailed work schedule and the payment schedule would be furnished by the Contractor to the Consulate General of India, Atlanta who will approve it before it forms part of the agreement.

**1.20.3** However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Consulate General of India, Atlanta, the progress payment shall be made by the Consulate General of India, Atlanta on the basis of evaluation of work done.

**1.20.4** All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

**1.21** Consulate General of India, Atlanta's right to waive - The Consulate General of India, Atlanta reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Consulate General of India, Atlanta except that no proposal will be accepted if Bid Securing Declaration or any of the preceding statutory documents was not submitted with the tender.

**No. ATL/872/03/2023  
Consulate General of India  
Atlanta**

**TENDER FOR SELECTING CONTRACTOR (TURN KEY)  
FOR CONSTRUCTION OF POOL ENCLOSURE AT INDIA HOUSE - CONSULATE  
GENERAL OF INDIA, ATLANTA**

**Section-II**

**2. Introduction and Credentials of Bidder**

**(To be submitted by the bidder)**

**Note:** This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, details of local taxes & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

**No. ATL/872/03/2023**  
**Consulate General of India**  
**Atlanta**

**TENDER FOR SELECTING CONTRACTOR (TURN KEY)**  
**FOR CONSTRUCTION OF POOL ENCLOSURE AT INDIA HOUSE - CONSULATE**  
**GENERAL OF INDIA, ATLANTA**

**Section-III**

**3. Terms and Conditions of Contract**

**3.1** Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

**3.2 Quoted price inclusive of local taxes.** The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

**Period of completion for the work is 90 Days from the date of award of Contract including Construction period (30-60 days) and time taken for all ground work.**

**3.3 Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% for delay of each week computed on daily basis limited to maximum of 10% of the Tendered Cost or actual cost of the project.**

**3.4 Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Consulate General of India, Atlanta shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Consulate General of India, Atlanta.

**3.5** The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

**3.6 Commencement date of work** shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

**3.7 Payment:-** Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

**3.7.1** Mobilization Advance of maximum 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Consulate General of India, Atlanta.

**3.7.2** Running Account (RA) Bills for 4% of accepted tender cost in stages as per payment schedule;

**3.7.3** 10% of accepted tender cost after completion of work in all respects;

**3.7.4** 5% of accepted tender cost after handing over to the Consulate General of India Atlanta for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Consulate General of India, Atlanta who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

**3.8** No escalation due to any reason will be payable.

**3.9** Each RA bill payment shall be made for at least 4% of physical progress.

**3.10** **Specification:** The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

**3.11** **Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, the Consulate General of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

**3.12** **Force Majeure and EoT clause:** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake, natural calamity etc. beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

**3.13** Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

**3.14** On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

**3.15** **Validity of the Contract:** This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of

contract shall be effective from the initial date of services operated under this Agreement, for a period of 1 (one) year.

**3.16 Additional Work:** Consulate General of India, Atlanta shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Consulate General of India, Atlanta in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by Consulate General of India, Atlanta shall be compensated at a rate mutually agreed to by the parties.

**3.17 Termination of Contract:**

i. If the Contractor, without good reasons, is not discharging their obligation, the Consulate General of India in Atlanta may inform the Contractor by notice, stating the grounds for the notice.

ii. If a satisfactory response is not received within 21 days, the Consulate General of India in Atlanta may by a further notice, terminate the agreement provided that further notice is given within 35 days of the formal notice.

iii. In the event of termination of the agreement by the Consulate General of India in Atlanta the Contractor shall have no claim to compensation for any loss sustained by reason entered into any engagement or made any advance on account or with a view to perform the consultancy work.

iv. The Contractor shall not be entitled to be paid any sum for any work thereof or actually performed under this agreement unless or until the Consulate General of India in Atlanta is satisfied with the performance of such work and the value payable in respect thereof and the Consultant shall only be entitled to be paid the value so certified by the Consulate General of India in Atlanta.

**No. ATL/872/03/2023  
Consulate General of India  
Atlanta**

**TENDER FOR SELECTING CONTRACTOR (TURN KEY)  
FOR CONSTRUCTION OF POOL ENCLOSURE AT INDIA HOUSE - CONSULATE  
GENERAL OF INDIA, ATLANTA**

**Section-IV**

**4. Scope of Work**

***Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.***

**A. Construction of Pool Enclosure around the pool area at India House at 815, West Paces Ferry Road NW Atlanta GA 30327**

- Survey to establish exact location of the proposed enclosure around the pool area of India House
- Construction of 40x67 feet enclosure<sup>1</sup>
- Pool enclosure should have 3 access doors
- Installation of 3x2 and 2x1 ft metal posts to support the enclosure
- Covering the pool enclosure with net screens of Nano, PetTex or any other similar material
- Option1 – All sides covered by net; Option 2 -Sides covered by net and top by glass (Quotes may be provided for both options)
- Quotations should comply comprehensively with all the Fulton County guidelines

---

1