

Request for proposal (RFP) for  
Selection of Architectural Conservation Firm / Architect for providing  
consultancy services for Conservation, Renovation and Facelifting of  
Prayagraj Municipal Corporation main building, Prayagraj

Issued By



Prayagraj Municipal Corporation  
1, Sarojini Naidu Marg, Civil Lines, Prayagraj  
U.P. – 211001

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## Disclaimer

This Request for proposal (RFP) document for “Request for proposal (RFP) for Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation, Renovation and Facelifting of Prayagraj Municipal Corporation main building, Prayagraj” contains information about the project and scope of work for close bidding among bidders who are shortlisted through EOI floated by Prayagraj Municipal Corporation, Prayagraj (PMC, Prayagraj) earlier. The purpose of RFP is to provide the bidders with information to assist in the formulation of their response.

While all efforts have been made to ensure the accuracy of the information contained in this RFP document, this document does not contain all the information required by the bidder. The bidders are encouraged to conduct their own independent assessment, investigations, and analysis; check the reliability, accuracy, and completeness of the information at their end, and obtain independent advice from relevant sources as required, before submission of their response. PMC, Prayagraj and any of its employees or advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP document.

The PMC, Prayagraj reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating, or annulment through the issuance of an appropriate addendum as the PMC, Prayagraj may deem fit without assigning any reason thereof.

The PMC, Prayagraj reserves the right to accept or reject any or all applications without giving any reasons thereof. The PMC, Prayagraj will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the applications to be submitted in terms of this RFP Document.

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## 1 Data Sheet

Applicants can download the RFP document from the website <https://etender.up.nic.in/nicgep/app> and submit their response on eProcurement System Government of Uttar Pradesh in the English language as per formats provided Annexure of the document

**The key dates and information for the Project are as below:**

Title	Description
Title of RFP	Request for proposal (RFP) for Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation, Renovation and Facelifting of Prayagraj Municipal Corporation main building, Prayagraj
Type of Bid	Limited Tender
RFP Participation Fees	Rs _____
Bank Account Details	
Date of uploading the RFP	/ 11 / 2022
Date of Pre-bid meeting	/ 11 / 2022
Last date of Submission of RFP	/ 11 / 2022
Date of Presentation/discussion of the RFP	A date of presentation would be intimated to the shortlisted Agencies
EMD Amount	Rs. 2.00 Lakhs (Eight Lakh Thirty-Six Thousand Only) through RTGS/NEFT or BG only (Refundable)
EMD/ Tender Fee details	EMD/Bid Security Bank details: 1) Name of the Bank: INDUSIND BANK 2) Account No. 100116210062 3) IFSC CODE: INDN0000124 TENDER DOCUMENT FEE: 1) Name of the Bank: INDUSIND BANK 2) Account No. 100116210130 3) IFSC CODE: INDN0000124
Contact details for clarification	Shri Satish Kumar, Chief Engineer, Prayagraj Municipal Corporation, 1, Sarojini Naidu Marg, Civil Lines, Prayagraj, UP – 211001 Email – <a href="mailto:pwcaldnn@gmail.com">pwcaldnn@gmail.com</a>
Address for submission of EOI	<a href="https://etender.up.nic.in/nicgep/app">https://etender.up.nic.in/nicgep/app</a>

## 2 Instructions to bidders

Detailed instructions & documents to be furnished for online bidding:

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Bidder intending to participate in the bid is required to register in the Portal with some information about the firm. This is a onetime activity for registering in Portal. During registration, the contractor must attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class issued from a registered Certifying Authority such as n-Code solutions CA, Safe script, TCS, MTNL, IDRBT, E-Mudhra etc.
  - a) To log on to the portal the Bidder is required to type his/her username and password.
  - b) The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
  - c) The tender documents uploaded by the Tender Inviting Officer in the website 'e'-procurement portal <https://etender.up.nic.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period till the last date of submission of proposals as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
  - d) If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as nonresponsive and thus liable for rejection.
- a) In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- b) Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- c) For submission of Proposals through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the

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original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per NIT.

- d) The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.
  - e) The proposals uploaded by the Tender Inviting Officer may consist of conceptual drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to up-load the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
  - f) Any corrigendum issued shall be part of the bidding documents and shall be notified on the website <https://etender.up.nic.in>
  - g) All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. Submission of documents shall be affected by using DSC of appropriate class.
2. Bids will be opened online as per time schedule mentioned in the NIT of the RFP.
  3. Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
  4. Bidders should produce original Demand Draft /Bank Guarantee towards tender fee & bid security as mentioned in NIT to the PMC, Prayagraj office during the period & time as mentioned in the IFB, failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
  5. The Department will not be responsible for delay in online submission of bids due to any reason, whatsoever.
  6. All required information for bid must be filled and submitted online.
  7. Other details can be seen in the bid documents.

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8. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the SBD is acceptable.
9. Details of documents to be furnished for online bidding:  
  
(Scanned copies of the following documents to be up-loaded in pdf format on the website <https://etender.up.nic.in> in technical bid folder).
  - a) Tender fee
  - b) Bid security (Bank Guarantee) in the form specified in RFP.
  - c) Qualification requirement of the bidder information and supporting documents, as specified in RFP
  - d) Certificates, undertakings, affidavits as specified in RFP.
  - e) Undertakings that the bid shall remain valid for the period specified in RFP.
10. The following documents are required to be uploaded on the website <https://etender.up.nic.in> in financial bid (MS Excel format):
  - a) Duly filled Price Bid.
11. Uploaded documents of successful bidder will be verified with the original before signing of the agreement. The successful bidder should provide the originals to the concerned authority on receipt of such a letter in this regard, which will be sent through registered post or speed post or by e-mail or delivered by hand.
12. Each uploading shall be digitally signed by the bidder.
13. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid
14. The RFP document shall form part of Contract Agreement. The bidder should download all pages of the RFP document and must sign all pages (authorized signatory of the Contract agency) before uploading the RFP document in the <https://etender.up.nic.in> portal

## 3 Introduction

### 3.1 Introduction about project

Prayagraj Municipal Corporation earlier known as Allahabad Municipal Corporation is Urban Local body in the city of Prayagraj Uttar Pradesh responsible for civil infrastructure and administration of the Prayagraj City. It was established in 1863 as the Municipal Board of Allahabad under the act of 26 of 1850. The board was changed to corporation in 1959. Currently Prayagraj Municipal Corporation administers an area of 365 km<sup>2</sup>.

Prayagraj Municipal Corporation, Prayagraj (herein called as 'PMC, Prayagraj') main head office is situated in the heart of the city i.e., Civil lines area. Total site area of the PMC head office campus is approximately 6 Hectares and main building which is a more than 100-year-old building has Colonial Architecture features and covers an area of approximately 4000 sqm on ground which has various departmental offices of Municipal Corporation.

On December 2021 a portion of Municipal Corporation fell due to corrosion in the girder supporting it and subsequently a letter was sent to ASI, Govt of India to analyze the building condition and give their report. ASI upon analyzing the main building has asked PMC to work on the conservation of the building keeping view its historical and colonial importance.

Therefore, in purview of the above PMC, Prayagraj has decided to engage reputed Conservation Firms / Architect (herein called as 'bidders') practicing in India for Renovation and Facelifting of its main building situated in civil lines, Prayagraj.

### 3.2 Key Instructions

Interested bidders should make note of the following key points:

1. The PMC reserves the right to cancel the RFP invitation as a whole or in part without assigning any reasons.
2. The Bidders are encouraged to visit the PMC building to conduct their own independent assessment, investigations, and analysis to check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their respective response/s.
3. The PMC reserves the right to update, amend and supplement the information given in this document at its sole discretion before the last date and time of submission of responses.

### 3.3 Definition

- The expression "**works**" or "**work**" shall, unless otherwise mean something either in the subject or context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract construed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- The "**Sites / site**" shall mean the Municipal Corporation main building and its surrounding areas
- The "**Municipal Commissioner**" means the Municipal Commissioner, Prayagraj Municipal Corporation, and its successors in Office. Who is also referred to as the "client"
- The term "**Committee**" would refer to the "Technical advisory and monitoring committee" constituted by the Municipal Commissioner, Prayagraj to advise and monitor the works entrusted.
- The term "**Engineer-in-Charge / Engineer**" would refer to Project officer in-charge of the site on behalf of the committee to certify interim and final certificates and bills.



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- **“S.O.R.”** Shall refer to U.P. PWD and CPWD SOR with up-to-date amendments. This will be used for all ordinary civil and other works. For specialized works, item rate tenders can be used, or work can be executed with skilled craftsmen on daily basis if the need arises.
- Note: -"Words" imparting the singular number include plural number and vice versa.
- The term **“Architect / Conservation Architect / Bidder”** shall be the project architects appointed for the project.

## 4 Criteria for Eligibility

### 4.1 Firm Experience

The bidder must be an Architectural Consulting working in the field of Conservation having qualified conservation architects, structural engineers, surveyors working in the field of conservation and restoration of buildings or Conservation Architect with principal architect having more than 10 years of experience and registered with Council of Architecture, New Delhi, involved in rendering architectural and engineering design services for conservation of buildings/monuments.

The bidder should have experience of restoring / conservation of at least two Public Government Building which should have been in use at the time of restoration and after the restoration.

The bidder must furnish valid Council of Architecture membership certificate of their Principal Architect in both the cases mentioned above i.e., Consulting firm or Architect practicing independently.

The bidder must furnish plans/drawings/photographs and salient features of all the similar major works handled by them along with cost, time-period, and name & address of the clients etc.

### 4.2 Annual Turnover

The bidder should have had average annual financial turn over (gross) of Rs. 50.00 Lakh on consultancy works during the last three audited financial years i.e. (2018-19, 2019-20 and 2020-21) Year in which no turnover is shown would also be considered for working out the average.

### 4.3 Key Staff

The bidder should have at least 10 no. of staff in their organizational structure / associates comprising of qualified conservation architects/ architects, engineers, specialists like civil, structural, plumbing, electrical, landscape etc., other technical officers and staff to designing work to execute the work of such nature and magnitude.

Mentioned below are the required minimum Key staff a bidder should have in his team at the time of submission of RFP

Sr. No.	Title	Experience	Qualification
1.	Principal Architect	10 years; Experience of working in Restoration/ Conservation Projects/ Historic Sites	M. Arch / M.Sc. from recognized Universities in India or abroad in Conservation/ Restoration studies
2.	Conservation Architect	5 years; Experience of working in Restoration/ Conservation Projects/ Historic Sites	M. Arch / M.Sc. from recognized Universities in India or abroad in Conservation/ Restoration studies
3.	Structural Engineer	10 years; Experience of working in Restoration/ Conservation Projects/ Historic Sites.	M.Tech (Structural Engineering)
4.	Landscape Architect	5 years; Experience of working in Restoration/	M. Arch in Landscape Architecture

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		Conservation Projects/ Historic Sites.	
5.	Electrical Engineer	5 years; Experience of working in Restoration/ Conservation Projects/ Historic Sites.	B.E /B. Tech (Electrical)
6.	Quantity surveyor	5 years; Experience in preparing the BOQs, rate analysis of non-SR items etc. Experience of working in Restoration/ Conservation Projects/ Historic Sites or museum design.	B.E/ B. Tech Civil Engineering

#### 4.4 Work Eligibility

Architectural Firms / Architect who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted

- a) The Architectural Firms / Architect should have completed following consultancy works during the last seven years ending previous day of last date of submission of bid
  - i. Single project consultancy works of building conservation or similar work having project cost of minimum INR 12.00 crores  
OR
  - ii. Two project consultancy works of building conservation or similar work having project cost of minimum INR 7.5 crores each  
OR
  - iii. Three project consultancy works of building conservation or similar work having project cost of minimum INR 6.00 Crores each
- b) Similar Works:**  
Similar nature works means consultancy for restoration, conservation, and adaptive re-use of heritage properties such as Historical Buildings, Public Buildings, Government offices etc.
- c) A combined Quality and Cost Based Selection (QCBS) process shall be adopted for the selection of the Bidder.
- d) The first stage in the selection process shall be evaluation of the Technical Proposal submitted by the Bidders. The purpose of evaluating the Technical Proposal is to ensure the technical expertise and financial capability of the shortlisted Bidder to consultancy services as required. Financial Proposals of only those Bidders qualifying in the Technical Proposal shall be opened.
- e) The final selection of the firm/consultancy will be on the basis of the Final Composite Score (FCS) derived by combining the Technical Score (TS) and the Financial Score (FS) with 70% and 30% ratio respectively. However, the Client reserves the right to reject any proposal, irrespective of its Final Composite Score. The Client's decision in this regard shall be considered final and binding to all.
- f) The Bidders are advised to visit the site and examine the parameter and scope of work in detail, and to carry out, at their own cost, such studies, investigation & analysis as may be required for preparing and submitting their respective Proposals

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- g) The Bidder shall provide project information in the format attached (technical Criteria Template) that included projects details- name, location, scope of services, description, drawings, photographs, cost, implementation period, client certificate, awards for this project etc.
- h) Additional Technical, Non- technical and support staff shall be mobilized as required by the project Scope and Time frame of implementation and shall deemed to be included in the fees.
- i) The statements and explanations contained in this bid documents are intended to provide a broad understanding to the Bidders about the subject matter of this bid document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Bidder set forth in the Agreement or Client's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this bid document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent. The Client shall entertain no claims on this account.

#### 4.5 Technical Evaluation

- 4.5.1 The details submitted by the applicant will be evaluated by the committee. The evaluation criteria is as under:

Sr. No.	Criteria	Weightage		
		Marking Criteria	Sub Score	Total Maximum Score
<b>Financial Strength and Experience</b>				
1.	The Bidder shall have an average annual turnover of INR 50 Lakh from consultancy services from last three financial years (Financial years 2018-19, 2019-20, 2020-21)	Average Annual Turnover between INR 50.00 – 75.00 Lakhs	10	20
		Average Annual Turnover between INR 75.01 – 100.00 Lakhs	15	
		Average Annual Turnover above INR 100.01 Lakhs	20	
<b>Past project experience of the bidder</b>				
2.	Having experience of Conservation / Restoration of at least two Public / Private buildings in last 10 years	Fulfilling minimum criteria	7.5	15
		For every additional project 2.5 marks subject to maximum 7.5 marks	7.5	
3.	Having experience of Conservation / Restoration of at least two public buildings of similar nature i.e., government office buildings, institutional buildings, library etc. which should have been in use before and after conservation	Fulfilling minimum criteria	7.5	15
		For every additional project 2.5 marks subject to maximum 7.5 marks	7.5	
<b>Key Experts</b>				
4.	Bidder has at least 10 no. of staff in his firm	Fulfilling minimum criteria	10	10
5.	Key staff has required no of qualifications and experience			

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a)	Principal Architect • (M. Arch / M.Sc. from recognized Universities in India or abroad in Conservation/ Restoration studies) • Minimum 10 years' experience of working in Restoration/ Conservation Projects/ Historic Sites	Fulfilling minimum criteria	2.5	3.5
		Experience of Similar project – 1 Mark for each additional Similar project subject to a maximum of 2 mark	1	
b)	Structural Engineer • M.Tech (Structural Engineering) • Minimum 10 years of experience of working in Structural Restoration/ Conservation Projects/ Historic Sites.	Fulfilling minimum criteria	2.5	3.5
		Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 mark	1	
b)	Conservation Architect • (M. Arch / M.Sc. from recognized Universities in India or abroad in Conservation/ Restoration studies) • Minimum 5 years' experience of working in Restoration/ Conservation Projects/ Historic Sites	Fulfilling minimum criteria	1	2
		Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 mark	1	
d)	Landscape Architect • M. Arch in Landscape Architecture • Minimum 5 years' experience of working in Restoration/ Conservation Projects/ Historic Sites.	Fulfilling minimum criteria	1	2
		Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 mark	1	
e)	Electrical Engineer • B.E /B. Tech (Electrical) • 5 years; Experience of working in Restoration/ Conservation Projects/ Historic Sites.	Fulfilling minimum criteria	1	2
		Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 mark	1	
f)	Quantity Surveyor • B.E/ B. Tech Civil Engineering • 5 years; Experience in preparing the BOQ's, rate analysis of non-SR items etc. Experience of working in Restoration/ Conservation Projects/ Historic Sites	Fulfilling minimum criteria	1	2
		Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 mark	1	
<b>Technical Presentation</b>				
6.	Technical Presentation	Overall understanding of the project	5	25
		Methodology and scheduling use of innovative techniques which can be cost efficient	10	
		Presentation of views / concept of the proposed restoration of the building i.e., before / after visualizations including tentative timeline and phasing / zoning required	10	
<b>Total Score</b>				<b>100</b>

**Minimum marks required to technical qualification – 70 Marks**

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- a) All bidders shall provide project information in attached formats ONLY (Technical Criteria Templates) including all Project Details - Name, Location, Scope of services, description, Drawings, Photographs, Cost, Implementation period, Client certificate, Awards etc.

#### 4.5.2 Technical Presentation

All the bidders would be called for Technical Presentation in front of technical committee formed by PMC, Prayagraj. Date and time of presentation shall be communicated to all the participating bidders. The committee shall evaluate the presentation based on the following criteria:

- a) Overall understanding of the project
- b) Methodology and scheduling use of innovative techniques which can be cost efficient
- c) Presentation of views / concept of the proposed restoration of the building i.e., before / after visualizations including tentative timeline and phasing / zoning required

#### 4.6 Financial Evaluation

In this stage, Financial Proposal of only the Technically Qualified Bidders getting at least 70% marks in technical evaluation would be evaluated. Any bid containing caveats/deviations from RFP Document is liable to be rejected by Client. Bidders shall be ranked as per the total fees quoted and the Financial Score will be calculated as below:

$$\text{Financial Score} = 100 \times X/Y$$

where,

X = Lowest fees quoted by the responsive bidder

Y = Fees quoted by the concerned bidder

#### 4.7 Final Composite Score

The technical bids would carry a weightage of 70% and the marks obtained by the bidder under Technical Evaluation Matrix of Technical evaluation will be multiplied by 70% and would be

“Technical Score” of the bidder. The financial bids would carry a weightage of 30%. The Total score of each bidder will be arrived at by adding the technical score and financial score.

1. Total score = (0.7 X Technical Score) + (0.3 X Financial Score)
2. The Bidder scoring highest Total Score (technical plus financial) shall be designated as the “Successful Bidder” and issued LOA.

The bidder should take enough care to submit all the information sought by the employer/department in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats. The Employer/Client/Department has right to accept or reject any or all bids without assigning any reason.

#### 4.8 Award of work

The work may be awarded to the bidder scoring highest overall rating as calculated, amongst the technically qualified bidders. The successful applicant shall be informed by the Chief Engineer through a letter of acceptance of his offer

Remuneration received as per this agreement will be subject to tax deductions at source at the rate as applicable at that point of time.

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4.9 Release of performance security

The performance guarantee shall be released on successful completion of all the activity as mentioned in this agreement under the "Payment schedule".

4.10 Release of security deposit

The security deposit shall be released after 6 months (Six months) of successful completion of all the activity as mentioned in this agreement under the "Payment schedule"

## 5 Broad Scope of Work

### 5.1 General

The scope of services includes Survey, measured drawing, "Planning, Architectural designing, Structural designs & working drawings necessary for the appropriate conservation by reconstruction, restoration of the Municipal Corporation main building, Prayagraj in compliance with the accepted national and international rules/principles and the Reconstruction, strengthening of the surrounding areas of the monument to enhance the character of the heritage building , including physical survey, preparation of existing measured drawings (if required) , collection of required data(if any) from Archeology or concerning departments, Preparation of careful dismantling for reuse unsafe area, if required including sorting of usable and salvageable material in coordination with PMC, Prayagraj (if essential) , preparation of detailed estimates of quantities and costs, item rate tenders, tender documents for tendering by prospective contractors giving necessary guidance and explaining the drawings to the construction contractor.

### 5.2 The Bidder's scope of work

The Consultancy service shall include preparation of DPR including dismantling of unsafe or dilapidated area demolition planning, Planning for renovation, designing & detailing of architectural, Structural, Electrical, and allied services, Interiors etc. of the Prayagraj Municipal Corporation main building after analysis of the existing requirements of the PMC, Prayagraj

Allied fields of the consultancy shall include the following –

- i. Taking PMCs instructions and preparation of design brief.
- ii. Site evaluation, analysis, and impact of existing and/or proposed development on its immediate environs.
- iii. Design and site development drawings.

The Bidder is required to prepare full DPR of conservation, restoration, and re-habilitation of the PMC main building as per the field requirements. In preparation of DPR the estimated cost as mentioned in this document will not be a constraint and phase wise development (conservation by reconstruction, restoration, strengthening etc.), can be proposed in the DPR after taking instructions from Chief Engineer, Prayagraj Municipal Corporation.

The Bidder's Basic Services shall consist of the works identified above for restoration & conservation ensuring the compliance of rules of archeology dept. as per the schedule of services given as under.

The Bidder shall, after taking instructions from the PMC, render the following services: Submit planning to prop up all the unsafe area with the help of structural engineer and according to planning Bidder shall submit proposal for appointment of contractor to execute dismantling, assembly of salvage in one place and disposal of debris etc. work so that site can be cleared for measurements etc. works. Bidder shall prepare complete measured drawings of the structure, site, spaces, trees, drains, levels etc. with constructional details if possible. The measures drawings should have plans elevations, sections, sectional elevations, (1:100 scale or as decided) and detail drawings to an agreed scale

**Inception Stage:** Fabric status report which shall spell the conservation approach of what's to be retained, what's to be salvaged and reused and what's to be reconstructed and how.



### **Concept Stage**

Ascertain PMC's requirements, conduct field Survey, prepare dismantling plan demolition plan, sorting of material in coordination with PMC, examine site constraints & potential; and prepare a concept plan with design brief as per norms for PMC's approval.

Prepare report on site evaluation, state of conservation of existing buildings identifying the factor affecting the property, if any; and analysis and impact of existing and/or proposed development on its immediate environs. To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines, ongoing construction etc. and such lines to which the proposed service can be connected in case such information is not readily available.

Prepare drawings and documents for the relevant conceptual design. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis

### **Preliminary Design and Drawing**

Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, elevation, section, sketches, views, for civil, electrical, plumbing, landscape etc. for the PMC's approval along with preliminary estimate of cost on area basis. Preparation of 3D views.

### **Drawing for Statutory Approvals**

Prepare drawings necessary for permissions if required. However, the charges for the permission drawings, liaisoning with the relevant Government bodies, fees for the permissions etc. shall be paid directly by the department. Submitting required Designs and drawings to Development Authority and obtaining their approval if required. Structural and allied services design shall be certified from the Govt. Engineering College.

### **Working Drawing and Tender Document**

**Stage 4a:** Prepare working drawings, specifications, and schedule of quantities sufficient to prepare estimate of cost and BOQ covering aspects like mode of measurement, method of payments, quality control procedures on materials and works and other conditions of contract. Preparing for the use of the PMC, submit four copies of contract documents including all drawings, specifications, and other particulars

**Stage 4b:** Preparing draft Bid document and approval of draft Bid Document preparing detailed composite tender documents after approval of draft Bid Document for various services viz., civil work and specialist services such as water supply and sanitary installations, electrical installation, landscape etc., complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities based on the respective SOR / Item Rate including detailed analysis of rates based on market rates if require, time and progress charts, etc. and assisting PMC in finalization of Construction agencies. If essential, specialize work can be awarded to sub agencies with the permission of the Chief Engineer, PMC, Prayagraj

### **Appointment of Contractors**

Invite, analyze tenders, advise Client on appointment of specialized contractors, and skilled craftsmen

### **Construction**

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- Supervision of the conservation, restoration and adaptive re-use work executed by the contractor to make sure that the contractor follows the design drawings, specifications and other technical instructions issued by the Bidder, and with regard to the quality and workmanship.
- Prepare and issue additional drawings and details for proper execution of works during construction.
- Approve samples of various elements and components made by the contractor, as and when specified by the Bidder.
- Check and approve shop drawings submitted by the contractor/vendors.
- To clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- The Bidder shall be fully responsible for calculations, the detailed design, structural stability and evaluation of the Construction Works in order to ensure that the work at site proceeds in accordance with the contract documents/drawings. PMC shall depute a supervision quality control agency to supervise of work on site and who shall keep the office inform about the progress of work on site by proper documentation and photographs at regular interval. The Bidder or his partner shall visit the site as and when required approximately once every week.

### **Construction**

Check the as built drawings including services and structures as submitted by the contractor. To prepare and submit completion reports as per drawings. The Bidder shall conduct inspections with the assistance of the project officer to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for payment upon compliance with the requirements of the Contract Documents. On completion of the project, certify "as made" completion drawings prepared by the Contractor for architectural, structural, water supply and drainage work, electrical and other along with a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the PMC.

The Bidder shall assist the PMC in all arbitration proceedings between the contractors and PMC Any other services connected with the works usually and normally rendered by the architect, but not referred to herein above will also be in scope of work.

The Bidder shall engage qualified and competent / reputed civil, structural, electrical and landscape Bidders as required to assist them in the preparation of design and details of the services. The service Bidders, if required, will be appointed with the approval of the PMC. The fees payable to these Bidders shall be borne by the principal Bidder out of the fees received by them. The appointed Bidders are however fully responsible for the design and soundness of the activities.

#### 5.3 Scope of work for Bidder

The Bidder shall prepare DPR as per their scope and instructions given by the Municipal Commissioner / Chief Engineer PMC, Prayagraj. The service Bidders, if required, will be appointed with the approval of the PMC. The fees payable to these Bidders shall be borne by the principal Bidder out of the fees received by them. The appointed Bidders are however fully responsible for the design and soundness of the activities.

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In addition to the above, the Bidders shall advise and assist the PMC in preparing suitable replies to the Chief Technical Examiner of Central Vigilance Commission and also in arbitration proceedings if any, in case of need.

#### 5.4 Responsibility of the department

The client shall discharge all his obligations connected with the project and engagement of the Bidder as follows:

- To provide detailed requirements of the project.
- To provide a copy of property lease/ownership documents, old drawings (if available), archival images and other details etc. If required for drawings or research.
- To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
- To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.
- To appoint a project officer to coordinate construction work and other related issues with all the agencies and concerning departments.
- Any professional services to be rendered by the Architect at the instance of the Client after the agreed project completion period shall be compensated for on mutually agreed terms.
- To give a written brief on adaptive reuse, activity proposed

#### **SPECIAL NOTES**

- Basic data required for finalization of project shall be prepared in consultation with client or client's representative. It is expected that this information shall remain firm to the extent possible. However, if any change is decided in above information; it shall be immediately brought to the architect's knowledge
- GST and other taxes will be paid by the client as per norms if applicable
- Testing for soil stability shall be done as and if required by the Architect
- If in a condition the project undergoes a major structural or planning change which require retendering of the project, separate fee shall be payable as per mutual consent.

#### 5.5 Ownership of all project documents

All design documents, including electronic data, required by this Agreement, as instruments of service are the property of the Owner whether the work for which they are made be executed or not and if they are paid for

#### 5.6 Record Documents

The Bidder shall provide the department with a set of record documents (drawings and specifications) including revisions made during construction; these Drawings will be supplied to the Bidder by the contractor & validated & organized by the Bidder within thirty (30) days following final completion of the project.

Said documents shall be labeled as "Record Documents".

- The format for Record Documents shall be as follows:
- The Bidder shall provide the Owner with two (2) printed copies and 2 soft copies of record documents (as built.)

**Reporting documents:** The Bidder shall prepare and submit to PMC, three copies each of the following reports

**Design Phase:** Monthly Progress Report

**Construction Phase:** Monthly and Quarterly Inspection report covering all aspects such as progress monitoring, Quality assurance etc.

#### 5.7 Terms of Reference

- The total contract period will exclude the period consumed by the department in giving approval at different stages and the time consumed in onboarding of the agency for construction
- Detailed cost estimates to be prepared on the basis of prepared detailed working drawing of structures & rates in SOR/prevaling item rates market based on the DPR and fair market rates for specialized items.

#### 5.8 Construction Phase

- i. The Bidders responsibility to provide Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the time of the issuance to the Owner of the final Certificate for Payment
- ii. The Bidder shall be a representative of and shall advise and consult with the Client (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Client's direction from time to time during the correction period described in the Contract for Construction. The Bidder shall have authority to act on behalf of the client only to the extent provided in this Agreement unless otherwise modified by written instrument.
- iii. Visit the site of work, at intervals, mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- iv. The Bidder shall at all times have access to the Work wherever it is in preparation or progress. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Bidder.
- v. Based on the observations and evaluations of the Contractor's / specialized Bidders Applications for Payment, the architect shall review and certify the amounts due the Contractor and various Bidders to be paid by the client.
- vi. The Bidder's certification with the assistance of the project officer for payment shall constitute a representation to the Owner, based on the Bidder's observations at the site a and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Bidder's knowledge, information and belief, quality of the Work is in accordance with the Contract

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Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, deviations as per specification from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Bidder. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

- vii. The Bidder shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Bidder considers it necessary or advisable for implementation of the intent of the Contract Documents, the Bidder will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Bidder nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Bidder to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- viii. The Bidders advice may be taken by the project officer who, shall review and approve or take other appropriate action upon all Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Bidder's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor, to the extent required by the Contract Documents. The Bidders review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Bidder, of construction means, methods, techniques, sequences, or procedures. The Bidders approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Bidder shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- ix. The Bidders advice may be taken by the project officer who shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Bidder, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving any financial variations or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents and or the intended functional use of the Facilities.
- x. The Bidder shall conduct inspections with the assistance of the project officer to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related

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documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for payment upon compliance with the requirements of the Contract Documents.

- xi. The Bidder's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- xii. The Bidder shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

#### 5.9 Schedule of Deliverables, Time and Fees

Sr. No.	Activity / Deliverable	Time Period	Percentage of Fees Payable
<b>1</b>	<b>Time Schedule for Architectural and allied services</b>		
Stage 1	Complete measured drawings of the structure, site, open spaces, trees, drains, levels etc. with constructional details if possible. The measured drawings should have plans elevations, sections.	15 Days from date of signing of this Agreement	5 % of the fee
Stage 2	Submission of conceptual designs, planning and stage 1 estimate of cost for approval	30 Days from date of signing of this Agreement	10 % of the fee
Stage 3	Submission of the final preliminary drawings and designs	15 days from the date of approval of stage 2 conceptual drawings	10 % of the fee
Stage 4	Submission of draft DPR drawing, design. estimate etc.	15 days from the date of approval of stage 3 final preliminary drawings	
Stage 5	Submission of Final DPR on specified scale, drawing, design. Estimate etc. with all necessary technical sanctions and statutory approvals to invite tender.	15 days from the date of approval stage 4 of Draft DPR	20 % of the fee
Stage 6	Submission of Draft Tender Document for construction and allied services	15 days from the date of approval of stage 5 Final DPR	10 % of the fee
Stage 7	Submission of Final Tender Document for construction and allied services	10 days from the date of approval of stage 6 draft tender document	15 % of the fee
Stage 8	Evaluation and signing of agreement with construction agency.	15 days from opening of Tender.	
Stage 9	Submission of complete set of drawings and details sufficient for the work to commence at site.	Before issue of work order to construction agency	
<b>2</b>	<b>Time Schedule for Periodic Supervision and issue of working drawings as per site requirements</b>		
Stage 10	On execution of work worth 20% of its estimated cost	12 months	5 % of the fee

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Sr. No.	Activity / Deliverable	Time Period	Percentage of Fees Payable
	On execution of work worth 40% of its estimated cost		5 % of the fee
	On execution of work worth 60% of its estimated cost		5 % of the fee
	On execution of work worth 80% of its estimated cost		5 % of the fee
Stage 11	Submission of as built drawings and final bill	30 days from the date of completion of construction	10 % of the fee
Stage 12	Submission of final bill of Contractor	Within 45 days of the submitting of the record documents	
<b>Total</b>			<b>100 %</b>

**Note:**

- i. Once any design is approved by the Architect, Proof Bidder and PMC any changes in the design specifications shall be initiated only with prior approval of PMC.
- ii. 5% will be deducted from each of the payments as performance security which will be refunded without interest after three months of successful completion of project subject to conditions enclosed in the Draft Contract.
- iii. Authority shall deduct taxes at source, from the amounts payable as per applicable laws.
- iv. The Authority would endeavor to provide its comments or approval on documents submitted by the Bidder within 07 days from the date of submission and would endeavour to make the payments within fifteen days thereafter of the submission or approval as the case may be. The above timeline is independent of the time that may be required for approval and providing comment on the document submitted

## 6 Document Submission Checklist

Following is the document checklist to be submitted by the bidder at the time of submission of EOI

S.No	Documents to be submitted
1	a. Certificate of Incorporation/ Proprietary firm registration
	b. Place of registration
	c. Council of Architecture Certificate of the principal architect
2	Audited Annual reports, Balance Sheets, profit, and Loss statements for last 3 (three) financial years i.e., 2018-19, 2019-20 & 2020-21
3	Bid Security/EMD amount
4	Bid Document Fee
5	PAN No.
6	GST Registration No.
7	Income Tax clearance certificate
8	Form 1 - Covering Letter
9	Form 2 - General Information
10	Form 3 - Financial Information
11	Form 4 - Bidders past project experience
12	Form 5 - Bidders Similar project experience
13	Form 6 - Litigation History
14	Form 7 – CV of the Key Staff
14	Form 8 - Form for EMD (Bank Guarantee)



## 7 **Formats for Submission**

### Form 1: Covering letter

(On the Letterhead of the Bidder)

Date:

To:

The Chief Engineer,  
Prayagraj Municipal Corporation  
Prayagraj, UP - 211001

**Ref:** Request for proposal (RFP) for Selection of Architectural Conservation Firm /Architect for providing consultancy services for Conservation, Renovation and Facelifting of Prayagraj Municipal Corporation main building, Prayagraj along with design of a new building in the campus

Dear Sir:

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of ..... (*Name of Bidder*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from ..... (*Insert Proposal Due Date*)

*// We also hereby agree and undertake as under:*

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

*Duly signed by the Authorized Signatory of the Bidder*

\*On Letterhead of the Firm

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Form 2: General Information about the bidder

1. Details of the Bidder

- Name of Bidder:
- Address:
- Telephone No. (with code):
- Contact person:
- Name and Designation:
- Address, Telephone No. and Email address:

2. Type of Entity:

3. Date of incorporation with documentary evidence (or equivalent certificate):

4. Registration detail of the entity with documentary evidence (or equivalent certificate):

5. Brief description of the entity, organization structure and business.

\*On letterhead of the Bidder

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Form 3: Financial Turnover

Please provide financial details about the Bidder along with necessary supporting documents. Annual reports for the last three (3) years must be attached to the response. Along with this, the Bidder must provide financial information in the following format:

Year	Annual Turnover
2018-19	
2019-20	
2020-21	

Duly certified by CA with stamp

\*Attach copies of audited balance sheets

On Behalf of (Name of the Bidder)

Signature of the Authorized

Person Name:

Designation:

\*On letterhead of the Bidder

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Form 4: Bidder's Past project experience summary

\*For each project submitted to be considered for marking

**To be submitted on the firms letterhead**

**Name of work:**

**Place:**

**Client name:**

**Built up area:**

**Type of intervention:**

**Services rendered:**

**Total cost of project in INR:**

**Brief description of the project and the challenges involved:**

**Period of completion of the entire project. Design period:**

**Actual time taken to complete the work**

**Reasons for non-completion of work in stipulated time limit / extended time limit.**

**Design approach**

**Name and Contact No of the official to be contacted**

\*Attach Work order / completion copies

\*Photographs of the project before and after

Signature of the Authorized

Person Name:

Designation:

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Form 5: Bidder's Similar project experience

\*For project's to be considered for similar work experience marking

**To be submitted on the firms letterhead**

**Name of work:**

**Place:**

**Client name:**

**Built up area:**

**Type of intervention:**

**Services rendered:**

**Total cost of project in INR:**

**Brief description of the project and the challenges involved:**

**Period of completion of the entire project. Design period:**

**Actual time taken to complete the work**

**Reasons for non-completion of work in stipulated time limit extended time limit.**

**Design approach**

**Name and Contact No of the official to be contacted**

\*Attach Work order / completion copies

\*Photographs of the project before and after

Signature of the Authorized

Person Name:

Designation:

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Form 6: Litigation History

(1)	(2)	(3)	(4)	(5)
<b>Sr. No.</b>	<b>Name of Contract</b>	<b>Year of contract</b>	<b>Organization</b>	<b>Details of litigation</b>

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Form 7: CV of the Key Staff

1. **Proposed position** [*only one candidate shall be nominated for each position*]:
2. **Name of staff** [*Insert full name*]: \_\_\_\_\_
3. **Date of Birth**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_
5. **Membership of professional associations**: \_\_\_\_\_  
\_\_\_\_\_
6. **Other training** [*Indicate significant training since degrees under 5 - Education were obtained*]:  
\_\_\_\_\_
7. **Countries of work experience**: [*List countries where staff has worked in the last ten years*]:  
\_\_\_\_\_
8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]
9. **Employment record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:  
From [Year]: \_\_\_\_\_ to [Year]: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Positions held: \_\_\_\_\_
10. **Work undertaken that best illustrates capability to handle the tasks assigned**  
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 3.3.*]
  1. **Name of assignment or project**: \_\_\_\_\_  
**Year**: \_\_\_\_\_  
**Location**: \_\_\_\_\_  
**Client**: \_\_\_\_\_  
**Main project features**: \_\_\_\_\_  
**Positions held**: \_\_\_\_\_  
**Activities performed**: \_\_\_\_\_

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Form 8: Form for EMD (Bank Guarantee)

To

\_\_\_\_\_ [name of Authority]  
\_\_\_\_\_ [address of Authority]

**WHEREAS** \_\_\_\_\_ [name and address of bidder] (hereafter called "the Bidder") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Project and brief description of Works] (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Bidder such a Bank Guarantee:

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you on behalf of the Bidder, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Proposals, if any and denominated in Indian Rupees.



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Form 7: General Approach, methodology, concept design and scheduling

General approach of methodology that the applicant proposes for providing the Consultancy services for the conservation, rebuilding and the redevelopment and design of new building

Signature of the Authorized

Person Name:

Designation:

Form 8: Draft Consultancy Agreement

**Name of work:** Request for proposal (RFP) for Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation, Renovation and Facelifting of Prayagraj Municipal Corporation main building, Prayagraj along with design of a new building in the campus

THIS AGREEMENT (“Consultancy Agreement”) is made on the \_\_\_\_\_th day of \_\_\_\_\_, 2022 at Prayagraj.

BETWEEN:

Prayagraj Municipal Corporation, Prayagraj is the municipal corporation responsible for the civic infrastructure and administration of the city of Prayagraj, (hereinafter referred to as “PMC, Prayagraj”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

\_\_\_\_\_ [the Firm], a company/firm incorporated under the provisions \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Bidder”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

PMC, Prayagraj and the Bidder are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

- A. PMC, Prayagraj has undertaken restoration & reconstruction works of The Prayagraj Municipal Corporation main building along with design of a new building in the campus.
- B. PMC, Prayagraj invited detailed proposals from Bidders by open invitations through publishing NIT in various newspapers.
- C. In response thereto proposals were received from several persons including the Bidder. After evaluating them, the Proposal submitted by the Bidder has been accepted and Letter of Acceptance No..... dated was issued.
- D. The Bidder covenants to undertake the Assignment as set forth in scope of work and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this agreement
- E. In consideration thereof, PMC, Prayagraj will pay to the Bidder fee (hereinafter referred to as “the Fee”) and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. RELATIONSHIP BETWEEN THE PARTIES**

Request for proposal (RFP) for  
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Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between PMC, Prayagraj and the Bidder. The Bidder, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties. All the provisions and terms and conditions of the RFP documents shall be part of this agreement and shall be binding on both the parties.

## 2. TIME SCHEDULE AND PAYMENT OF FEES

2.1 The key deliverables, time schedule and fee payable would be as per the following table:

Sr. No.	Activity / Deliverable	Time Period	Percentage of Fees Payable
<b>1</b>	<b>Time Schedule for Architectural and allied services</b>		
Stage 1	Complete measured drawings of the structure, site, open spaces, trees, drains, levels etc. with constructional details if possible. The measured drawings should have plans elevations, sections.	15 Days from date of signing of this Agreement	5 % of the fee
Stage 2	Submission of conceptual designs, planning and stage 1 estimate of cost for approval	30 Days from date of signing of this Agreement	10 % of the fee
Stage 3	Submission of the final preliminary drawings and designs	15 days from the date of approval of stage 2 conceptual drawings	10 % of the fee
Stage 4	Submission of draft DPR drawing, design. estimate etc.	15 days from the date of approval of stage 3 final preliminary drawings	
Stage 5	Submission of Final DPR on specified scale, drawing, design. Estimate etc. with all necessary technical sanctions and statutory approvals to invite tender.	15 days from the date of approval stage 4 of Draft DPR	20 % of the fee
Stage 6	Submission of Draft Tender Document for construction and allied services	15 days from the date of approval of stage 5 Final DPR	10 % of the fee
Stage 7	Submission of Final Tender Document for construction and allied services	10 days from the date of approval of stage 6 draft tender document	15 % of the fee
Stage 8	Evaluation and signing of agreement with construction agency.	15 days from opening of Tender.	
Stage 9	Submission of complete set of drawings and details	Before issue of work order to	

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Sr. No.	Activity / Deliverable	Time Period	Percentage of Fees Payable
	sufficient for the work to commence at site.	construction agency	
<b>2</b>	<b>Time Schedule for Periodic Supervision and issue of working drawings as per site requirements.</b>		
Stage 10	On execution of work worth 20% of its estimated cost	12 months	5 % of the fee
	On execution of work worth 40% of its estimated cost		5 % of the fee
	On execution of work worth 60% of its estimated cost		5 % of the fee
	On execution of work worth 80% of its estimated cost		5 % of the fee
Stage 11	Submission of as built drawings and final bill	30 days from the date of completion of construction	10 % of the fee
Stage 12	Submission of final bill of Contractor	Within 45 days of the submitting of the record documents	
<b>Total</b>			<b>100 %</b>

2.2 The Bidder shall submit to PMC, Prayagraj minimum three (3) hard copies (hard bound – not spiral) and two (2) soft copies on separate CDs of all reports/documents (designs, drawings, estimates, specifications, tender document, record measurements, test reports, bills, rate analysis etc.) to be delivered as per above.

2.3 The fee payable by PMC, Prayagraj to the Bidder for the Services shall be a consolidated amount (the Consultancy Fee, as quoted by the Bidder in its Financial Proposal) and the same shall be payable as per above.

2.4 PMC, Prayagraj shall finalize all reports/documents to be submitted by the Bidder under this Agreement by itself or through an external agency appointed by PMC, Prayagraj. PMC, Prayagraj shall finalize such reports/documents within 07 days from the date of receipt of same from the Bidder.

2.5 Upon approval of deliverable by PMC, Prayagraj /external agency appointed by PMC, Prayagraj, the Bidder shall raise an invoice against PMC, Prayagraj. Within 15 days from the date of receipt of such invoice. PMC, Prayagraj shall make payment to the Bidder as per the schedule given above in 2.1

### 3. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

- i. The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within fourteen (14) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to be remedied
- ii. If PMC, Prayagraj terminates the Agreement as a result of a default of the Bidder, the Bidder shall be liable for the extra costs reasonably incurred by PMC, Prayagraj in obtaining completion of that part of the services which remained incomplete as the date of termination.
- iii. If PMC, Prayagraj terminates the agreement, not as a result of any default by the Bidder, then PMC, Prayagraj shall compensate the Bidder for the Services performed till the date of notice of termination.
- iv. Bidder can also terminate the agreement by giving 30 days" notice.
- v. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

#### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE BIDDER**

The Bidder shall:

- i. Provide the Services in accordance with Tender document.
- ii. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature.
- iii. be bound to comply with any written direction of PMC, Prayagraj to vary the scope sequence or timing of the Services; and
- iv. Use all reasonable efforts to inform itself of PMC, Prayagraj requirements for the deliverables for which purpose the Bidder shall consult PMC, Prayagraj throughout the performance of the Services.

#### **5. CONFIDENTIALITY AND PUBLICITY**

The Bidder shall treat the details of the output of the assignment and the Services as confidential and for the Bidder's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to PMC, Prayagraj or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of PMC, Prayagraj

#### **6. BIDDER'S REPRESENTATIVES**

The Bidder shall deploy a representative at Prayagraj and agree that the person appointed shall have authority to act on behalf of the Bidder for all purposes in connection with the Services and in accordance with all the provisions under the Agreement. The representative should be stationed at Prayagraj till the works are completed and shall be readily available for discussions with PMC, Prayagraj officials.

#### **7. OTHER CONDITIONS**

**7.1** In the event PMC, Prayagraj desires the Bidder to perform such additional services which are not within the Terms of Reference, the Bidder shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

**7.2** PMC, Prayagraj shall provide to the Bidder documents/ information/ reports as may be required by the Bidder to enable it to provide the Services. PMC, Prayagraj undertakes and agrees to furnish to the Bidder from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the PMC, Prayagraj.

**7.3** All intellectual property conceived, originated, devised, developed or created by the Bidder, its agents, specifically for the purpose of rendering the Services, shall vest with PMC, Prayagraj unless otherwise agreed between PMC, Prayagraj and the Bidder. PMC, Prayagraj as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

**7.4** Unless otherwise agreed, PMC, Prayagraj shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Bidder.

#### **8. COMPLIANCE WITH LAWS**

The Bidder shall take due care that all its documents comply with all relevant laws related to consultancy work and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Bidder.

#### **9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Prayagraj shall have jurisdiction over all matters arising out of or relation to this Agreement.

#### **10. DISPUTE RESOLUTION**

##### **10.1 Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

##### **10.2 Arbitration**

###### **a. Procedure**

Subject to the provisions of Clause 10.1 above, any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Divisional Commissioner, Prayagraj Division whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b. Place of Arbitration

The place of arbitration shall ordinarily be Jabalpur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c. English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

**11. SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**12. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
- ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**13. MODIFICATION**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**14. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery,

recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned here in above.

**15. TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

**16. VARIATIONS**

PMC, Prayagraj may, by written notice to the Bidder, direct the Bidder to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Bidder shall be bound to comply with that direction.

**17. COMPENSATION FOR DELAY**

The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the Bidder and shall be deemed to be the essence of the contract and shall be reckoned from the date on which the order to commence the work is issued to the contractor.

The work shall throughout the stipulated period of contract, be proceeded with due diligence, keeping in view that time is the essence of the contract.

A penalty of 1/8 % percent of the value of work per week shall be imposed due to delay in work and total amount of the compensation under the provision of this clause shall be limited to 10 percent of the value of work i.e., probable amount of contract put to tender.

The delay in Chief Engineer, PMC assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in completing the work. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recovered during the intermediate period. Such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the last time within the period of contract including extension if any.

**18. ACTION WHEN WORK IS LEFT INCOMPLETE, ABANDONED OR DELAYED BEYOND THE PERMITTED LIMIT ALLOWED BY THE ENGINEER-IN CHARGE**

In any case in which under any clause or clauses of this contract the Bidder shall have rendered himself liable to pay compensation amounting to the whole of his security deposit, except in the case of abandonment of the work owing to permanent disability due to serious illness, or death of Bidder the Engineer-in-Charge on behalf of the Chief Engineer, PMC, Prayagraj shall give notice, before 15 days and in the event of Bidder failing to comply with directions contained in said notice shall have power to adopt and any one or more of the following courses as he may deem best in the interest of the Chief Engineer, PMC, Prayagraj



- a) To determine or rescind the contract (of which rescission notice in writing to the Bidder under the hand of the Engineer-in-Charge shall be conclusive evidence and in which case the security deposit of the Bidder shall stand forfeited, and be absolutely at the disposal of the Chief Engineer, PMC, Prayagraj (security deposit means 5 percent of the probable amount of contract put to tender)
- b) Deleted
- c) After giving notice to the Bidder, to measure up the work of the Bidder, and to take such part there of as shall be unexecuted out of his hand, and to give it to another Bidder to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Bidder, if the whole work had been executed by him (of the amount of which excess certificate in writing of the Engineer-in- Charge shall be final and conclusive) shall be borne and paid by the original Bidder and may be deducted from any money due to him by the Chief Engineer, PMC, Prayagraj under this contract or otherwise.

In the event of any one or more of the above courses being adopted by the Engineer- in Charge, the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements, or made any advances on account of or with a view to execution of work or the performance of the contract, And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until the Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

#### **19. BIDDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 18**

In any case in which any of the powers conferred on the Engineer-in-Charge by clause 3 above, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power notwithstanding be exercisable in the event of any future case of default by the Bidder for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the Bidder for past and future compensation shall remain unaffected in the event of the Engineer-in-Charge putting in force either of the power vested in him under the proceeding clauses.

#### **20. EXTENSION OF TIME**

If the Bidder shall desire extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge within thirty days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Engineer-in-Charge if in his opinion (which shall be final) reasonable grounds, be shown therefore, authorize such extension for a period not exceeding three months. Any further extension of the time shall be subject to the previous sanction of the Chief Engineer, PMC, Prayagraj Provided always when the Engineer-in-Charge has

recommended grant of extension of time/permitted the Bidder to carry out work reserving right of the Chief Engineer, PMC, Prayagraj to recover liquidated damages (as provided in agreement) the running bills shall continue to be paid to the Bidder. Provided that if any extension applied for is proposed to be refused, the competent authority shall give the Bidder an opportunity to be heard before taking final decision.

**21. WORK NOT TO BE SUBLET**

The Contract shall not be assigned or sublet without the written approval of the Chief Engineer, PMC, Prayagraj

**22. CHANGES IN THE CONSTITUTION OF FIRM**

- i. In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge, for his information.
- ii. All services to be provided under the contract shall be delivered under the direction and subject to the approval in all respect of the technical committee of the Project who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**23. TAX**

The Bidders and their personnel shall be liable to the taxes, duties, fees, levies as per applicable law. However, taxes will be paid to the Bidder extra at applicable rates.

**24. DEATH OR PERMANENT INVALIDITY OF BIDDER**

If the Bidder is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving parties are only minors, the contract shall be closed without levying any damages / compensation

**25. INDEMNIFICATION**

In the event that a claim or suit is brought against the Architect or the Bidders by any third party for damages arising from personal injury or property damage caused wholly by the Client ,contractor or anyone employed by the Client , contractor or anyone for whose acts the Client , contractor may be held responsible, then the Client shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney"s fees, which the Architect may incur in connection therewith.

EXECUTED BY

PMC, Prayagraj by being signed by a duly authorized officer in the presence of:

Title: \_

Witness:

EXECUTED BY by being signed by a duly authorized officer in the presence of:

Title: \_

Witness:

Request for proposal (RFP) for  
Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation,  
Renovation and Facelifting of Prayagraj Municipal Corporation Main Building, Prayagraj

Form 9: Financial Bid

\*To be submitted in Excel BOQ format which is uploaded

Name of Work - Request for proposal (RFP) for Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation, Renovation and Facelifting of Prayagraj Municipal Corporation main building, Prayagraj

Sr. No.	Name of Work	Unit	Rate Quoted (in percentage)
1	Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation, Renovation and Facelifting of Prayagraj Municipal Corporation main building, Prayagraj	1	

Request for proposal (RFP) for  
Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation,  
Renovation and Facelifting of Prayagraj Municipal Corporation Main Building, Prayagraj

## Appendix A– Location of Prayagraj Municipal Corporation

Google Location - <https://goo.gl/maps/vzbs2P7Rkfj1eFTa6>



Total Site Area: 6 Ha Approx.  
Total Plinth area of Main building – 4000 sqm approx.

## Appendix B: Photographs of the Building



*Image 1 Main Entrance of the Building*



*Image 2 Main Entrance Hall*

Request for proposal (RFP) for  
Selection of Architectural Conservation Firm / Architect for providing consultancy services for Conservation,  
Renovation and Facelifting of Prayagraj Municipal Corporation Main Building, Prayagraj



Image 3 Left wing of the building

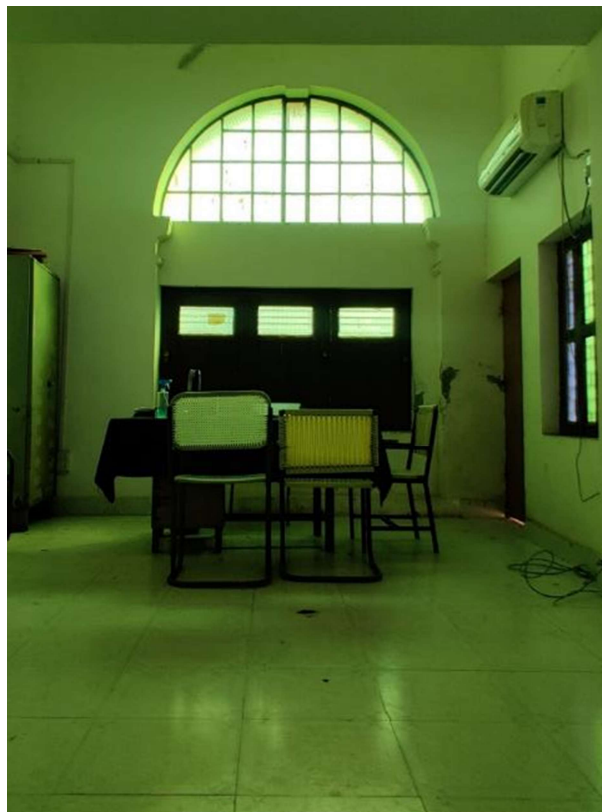


Image 4 Office Space

Request for proposal (RFP) for  
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Image 5 Entrance Porch



Image 6 View of Main building from Terrace

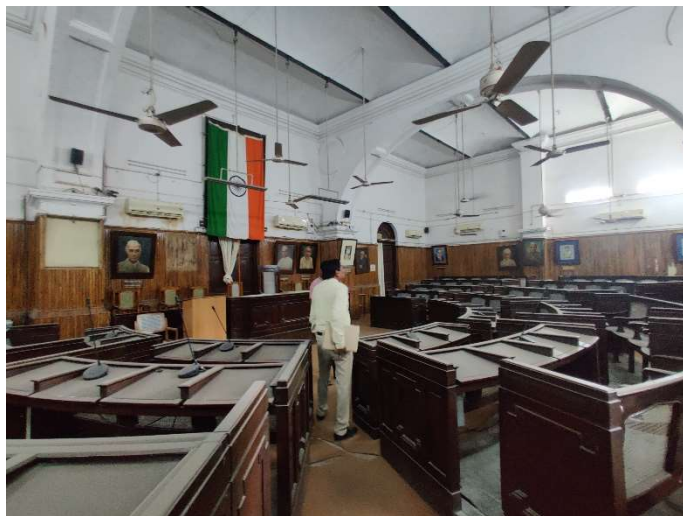


Image 7 Sadan Hall

Request for proposal (RFP) for  
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Renovation and Facelifting of Prayagraj Municipal Corporation Main Building, Prayagraj



Image 8 Fallen Roof of the Main Hall

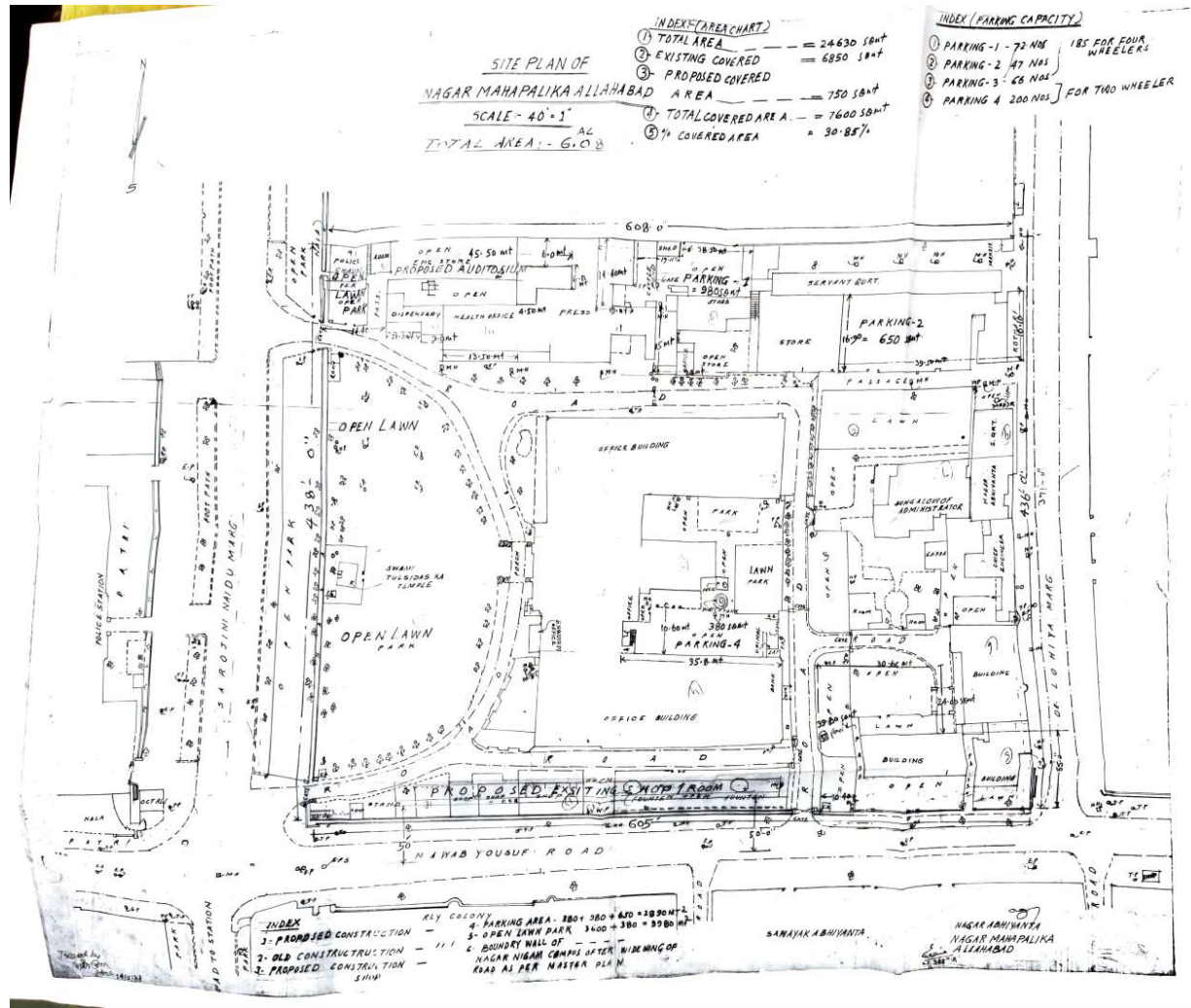


Image 9 View two of fallen roof structure



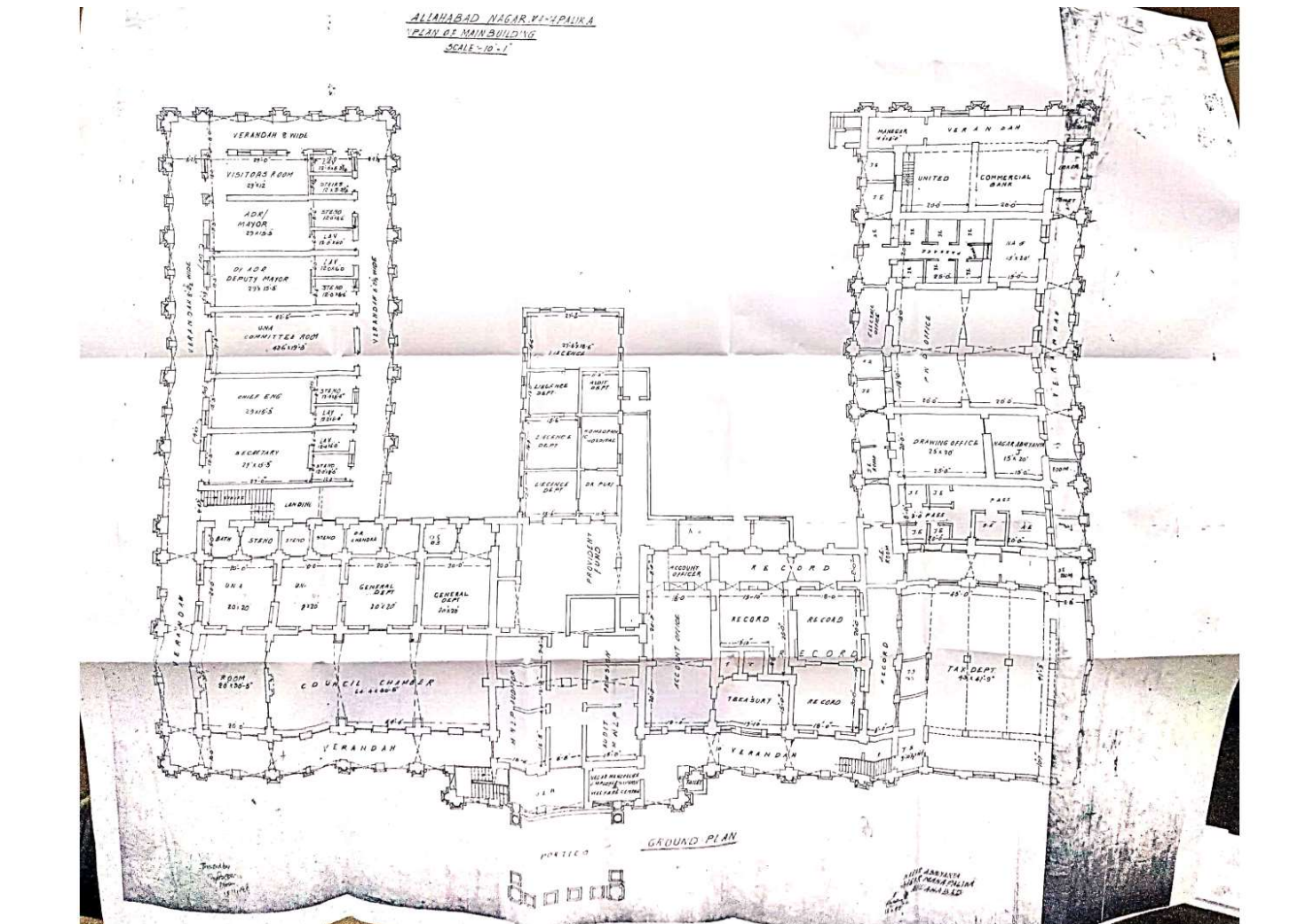
# Appendix C Archival Plan of the building dated 1988

## Site Plan



Request for proposal (RFP) for  
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 Corporation Main Building, Prayagraj

Ground Floor Plan



Request for proposal (RFP) for  
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First Floor Plan

