**CONSULATE GENERAL OF INDIA
NEW YORK**

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**RFP for hiring of an *Architectural Consultant* for providing professional services including Architectural, Conservations, Engineering, Interior design and Project management for Renovations of Heritage Building of Consulate General of India, New York**

The Consul General of India (CGI), New York, invites Comprehensive proposals from the Competent and Qualified (as per the conditions of eligibility mentioned in this RFP) Architectural firms for Renovations and Interior designing of a Grade -1 Heritage property of the CGI, New York located at 3, E 64th Street, New York City. Built in 1903, this Grade-1 Heritage building has been designed as a residence by Warren & Wetmore, a prominent architects of early twentieth century and houses the office of the Consulate of India, New York and the residence of the Consul General. The building is finished with a finely detailed lime stone façade, sophisticated detailing, crafts and woodwork both in exteriors as well as in the interiors. It may be noted that;

*' This Consulate building is a living heritage building of about 40,000 square feet in covered area (sqft) with 40 rooms in a 5-storey building, with a small cellar. This building is an important and unique structure that is an integral part of the architectural history of New York City. The renovation need to be sensitive to the needs of conservations, must incorporate elements of the rich aesthetic heritage of India, and, must create an envelope with system and technology that is state of the art at this time, so that it can continue functioning at optimally in the years to come. The RFP proposal must consists of vision statement, rationale for conservations of Heritage elements and must be elaborated through visual sketches, plans, elevations & sections and should also cater to structural retrofitting and feasibility aspect of the design with all necessary compliance of all the statutory authorities.'*

The proposal must include space planning for the office of the Consulate as per space requirements mentioned at S. No. 2.0 b) of this RFP fulfilling all the functional needs of the Consulate in all respect.

The proposals should be in two parts: (i) the Technical Proposal, which should contain the concept design of the proposal and other documents required as per the terms & conditions (para 1.0) of this RFP; and (ii) the Fee Proposal (in a sealed envelop), which should be as per the format given in Para 4 below. Please note that the fee proposal must quote a price for each of the stages, as described below in broad terms. The amounts must be expressed in US dollars, and not in terms of percentage of project costing. The applicants may have to generate CAD files of the existing building for which a joint site visit would be arranged on a given day as per this RFP for all the applicants.

**1.0 Condition of Eligibility**

Architectural Firms fulfilling the following conditions and submitting the relevant documentary proof may only apply;

1. The architectural firm called here as *Proposer* must be an established architectural consultant firms, registered with local authorities/ professional bodies, who are authorized for taking up such consultancy works i.e. Renovations, conservations & Interior designing in heritage buildings.
2. Proposer must have experience in having successfully executed Interior designing projects comprising of repair/renovation work of at least one contract worth USD 2 million or two contracts worth USD 1.5 million each or three contracts worth 1.0 million each, in the last three years prior to December, 2014, including putting together and coordinating a multi-disciplinary project team. The works in the executed contract should include, but not be limited to disciplines: like conservation structural, MEP, fire suppression, AV, networking / communications, security, fabrications, historic preservation / restoration, and interiors.
3. The Proposer should show relevant experience in dealing with: (i) Adaptive re-use of historic buildings (ii) Working on institutional projects (iii) Design of building exteriors (iv) Design of interiors (v) Masonry restoration (vi) Meeting tight schedules and budgets (vi) Experience in successfully managing the permitting and regulatory process for projects located in Historic Districts. Proof of meeting aggressive time schedules and budgets would need to be furnished for at least two projects executed in the last 5 years.
4. Having minimum turnover of USD 3 million in consultancy/engineering services in each of the last three years ending in 2014. This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the Proposer to the IRS.
5. The Proposer should have sufficient number of Technical and Administrative Employees for rendering the design and consultancy services. The Proposer should submit a list of these employees with details of their technical qualification and experience stating clearly how these would be involved in this work.
6. Additional information pertaining to association arrangement, if required, with other technical firms/professionals, commitment regarding adherence to professional Code of Ethics and proposed work schedule for the project shall be supplied with the application.

**2.0 Scope of Work**

Post appointment, the Consultant shall be responsible for the following indicative requirements. The Consultant, in consultation with Embassy could add/delete/alter these requirements in conformity to the local regulations. The scope of work shall consists of the following;

1. Site Plan, plans, elevations showing existing situations, utilities, design elements which need to conserved, and all important detailing explaining the project in all respect.
2. Preparing a Comprehensive plan for renovation of the building based on the Heritage value of each design element enshrined in the building. Prepare layout plans for Consulate office for entire staff strength showing -partitions, internal doors, lighting, ventilation, electrical cabling plans, communications cabling plans, pantry/bathroom plumbing etc. as necessary in consultation with the Consulate. The layout should generally contain (a) reception area – with a large hall for visitors, separate hall for visa section near the reception. The layout plan may also indicate office space for all other sections of the Consulate including office of the Consul General.
3. The proposal may also indicate of the furniture layout of all the spaces as per the Consulate’s requirements.
4. Obtaining necessary approvals from the local authorities, and certificates of compliance as required under local laws;
5. Identifying, and finalizing with the Consulate, service distribution network including main electrical and communication cabling including internal distribution, internet cabling, heating/cooling systems and its vents inside the building in accordance to the local regulations that would apply for fire sprinkler and fire Alarm systems and, plumbing etc.
6. Once the plans are approved, the Consultant shall prepare the construction documents that are required to execute the approved proposal and shall be put in public domain for inviting construction firms to bid on the project. Sealed bids are expected to be invited in two parts i.e. Technical and Financial. The Consultant will assist in evaluation of the technical part only. After appointment of a Contractor to carry out the renovation, conservations structural retrofitting and interior decoration works, the Consultant will act as Construction Administrator with an objective that the works are carried out in a timely manner based on the scope defined and the approved design.
7. Assisting the Mission in setting up a fully functional Consulate building and in other relevant areas beyond the scope mentioned above, but pertaining to the renovation, structural retrofitting and interior decoration works.

**3.0 Stages of Consultancy Work**

Stage 1 - Design

The Successful Consultant whose concept proposal is selected through the selection process by the Mission shall satisfy all the feasibility requirements of the design, including requirements of the local Heritage authorities for conservation of the existing building and finalize a comprehensive Interior design proposal in consultation with the Mission and prepare set of drawings explaining the design proposal keeping in mind the office space requirements as defined in the RFP, being old heritage building, and prepare preliminary design / drawings including cost estimates.

Stage 2 - Statutory Approval

The Consultant shall seek and obtain all statutory approvals required to be obtained for commencement of Mission's agreed renovation and conservation works and interior design works. The Consultant shall make all/any modifications in the drawings and plans as per statutory requirement without affecting the office space requirements. The Consultant may also see that the utility of the building is not compromised in any way while responding to the applicable Landmark laws.

Stage 3 - Construction

After completion of Stage 2, the Mission shall invite quotations for carrying out the renovations finalized during completion of work at stage-2. This will be done through an open tender. The Consultant shall be involved in technical drafting of the construction document and technical evaluation of the quotations received. After award of the contract by the Mission, the Consultant shall be responsible for overseeing the project as per agreed upon scope and approved design of renovation, structural retrofitting and interior design works.

**4.0 Payment Modalities**

While the Offer of Fee is to be provided as a three stages, the actual payment of fees shall be arranged to be made as per a schedule in more than three phases as mentioned in table -2 below. The fee being quoted for each of these stages should include all the necessary services of different consultants including, but not limited to, Structural Engineer/Mechanical Engineer/Electrical Engineer/Life & fire Safety Officers etc., that Consultant will require for completion of the project.

Table -1 **Stages of Work & Fee quoted for each stage**

 (to be submitted in a separated sealed envelop)

|  |  |
| --- | --- |
| **Project Stage** | **Proposed Fee (In US dollars)** |
| **Stage 1** | .....................................(36%) |
| **Stage 2** | .....................................(20% |
| **Stage 3** | .....................................(44%) |
| **Total** | .....................................(100%) |

The payment to the Architect-consultant on the Consultancy Fee shall be made as per the following stage-wise schedule of payment after the approval of work at each stage by the Competent authority.

Table – 2 **Payment Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.**  | **Services Description at each stage** |  **Fee paid at each stage (in%)** | **Remarks** |
| **A** | Pre-construction Stages |  |  |
| **1** | Draft Design  | 8% |  |
| **2** | Basic Design  | 12% |  |
| **3** | Detailed Design / Construction Permit  | 16% |  |
| **4** | Project Detailing  | 16% |  |
| **5** | Assistance With Awarding Contracts (act)  | 4% |  |
|  | ***TOTAL*** *(paid till Pre-construction stages)* | ***56%*** |  |
| **B** | Assistance During Practical Completion |  |  |
| **1** | On certified completion of 25% of work |  9% |  |
| **2** | On certified completion of 50% of work | 9% |  |
| **3** | On certified completion of 75% of work | 9% |  |
| **4** | On certified completion of 100% of work*(with finalisation of all accounts, complete drawings and obtaining complete certifications from local bodies etc.)*  | 10% |  |
| **5** | Assistance for reception of works  |  7% |  |
|  | ***TOTAL*** *(during Construction Stages)* | ***44%*** |  |

As per prevailing US laws, 7% (B-5) above of the fee shall be held back on completion of the project as *Performance Security.* Of this 7%, 50% shall be released after one month of completion of project and remaining 50% after one year of completion of the project. Each phase will only start after the approval for the preceding phase is issued by the Mission.

**5.0 Additions and Alterations**

1. The Consulate General shall have the right to request changes, additions modifications or deletions in the design and drawing of any part of the work and to request additional work in connection therewith and the Consultant shall comply with such request.
2. The Consultant shall not make any material deviations, alterations, additions to or omissions from the work shown and described in the Contract document except for structural safety and emergencies, without first obtaining the consent of the Consulate.

**6.0 Time Schedule**

The work shall be carried out by the Consultant with due expedition and in accordance with the time schedule. The time schedule so agreed upon shall be observed by the Consultant and shall be deemed to be the essence of the contract on the part of the Consultant.

**7.0 Compensation for Delay/Liquidated Damages**

In the event of failure of the Consultant to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributed to the Consultant, the Consultant will pay to the employer the delay damage @ 0.5 percent of the consultancy fees of work for delay per week subject to maximum of 10 percent of the total consultancy charges.

**8.0 Abandonment of Work**

If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant, the Consulate may make full use of all or any of the drawings prepared by the Consultant. The Consultant shall be credited with all fees and expenses logically and reasonably payable up to the date of abandonment. In case of wilful abandonment of the project by the Consultant, the Consulate shall have the right to withhold all consultancy and management fees and claim damage flowing from such abandonment equitably assessed by the Consulate.

**9.0 Suspension**

The Consulate may suspend all or part of the services by giving a notice to Consultant and consultant shall immediately make arrangement to stop the services and shall not make any further expenditure from his end. On suspension of the Consultant’s appointment, the Consultant shall be entitled to fees for all completed stages of work at that time. On the resumption of suspended service within six months, previous payments shall be regarded solely as payments on account towards the fees.

**10.0 Termination**

If the Consultant is without good reasons, not discharging his obligation, the Consulate may inform the Consultant by notice, stating the grounds for the notice. If a satisfactory response is not received within 21 days, the Consulate may by a further notice, terminate the agreement provided that further notice is given within 35 days of the Consulate’s formal notice. In the event of termination of the agreement by the Consulate the Consultant shall have no claim to compensation for any loss sustained by reasons entered into any engagement or made any advance on account or with a view to perform the consultancy work. The Consultant shall not be entitled to be paid any sum for any work thereof or actually performed under this agreement unless or until the Consulate 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.

**11.0 Arbitration**

If any dispute, difference or question at any time arises between the Consulate and the Consultant in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 12, shall be referred to arbitration. 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. The Arbitration will have its sittings at New York, USA.

**12.0 Remedies**

The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill proves defective within one year from the date of start of regular use of the portion of the work so affected. The Consulate shall grant right to access to the Consultant to those portions of the work claimed be defective, for inspection.

**13.0 Procurement Process and Time Line**

The following period shall be given to the participant Firms for preparation & submission of Design Proposals as per the details below;

|  |  |  |
| --- | --- | --- |
| **S. No.**  | **Description** | **Date** |
| 1 | To draw up designs, site visit to the property would be held on along with all the interested bidders who confirm their participation by Aug 06, 2015. If required a pre-bid meeting will also be held | **29/07/2015** |
| 2 | Acceptance by the Participant | **06/08/2015** |
| 3 | Question, if any  | **06/08/2015** |
| 4 | Answer thereon | **13/08/2015** |
| 5 | Submission (6 Weeks) at **1500 hrs.** | **18/09/2015** |

**14.0 Selection Criteria**

The selection process of the consultant would be based on weighted-average criteria of both the technical and financial bids in the ratio of 75:25. The Technical evaluation will be based on:

(a) Concept design and space utilization conforming to the indicated requirements: **40 marks**

(b) Economy of concept design: **20 marks**

(c) Experience in handling projects of this nature as brought out in para 1.0 (b) and (c) above: **20 marks**

(d) Previous experience of renovation & retrofitting in Heritage Buildings for foreign entities/governments: **20 marks**

All bids are to be accompanied by a refundable Earnest Money Deposit of USD 1000/- payable through a check drawn in favour of the Consulate of India, New York. This would be refunded within 5 days of the opening of the financial bids.

The bids (Technical and Financial Bids) in separate envelopes should be addressed and submitted to the Head of Chancery, Consulate of India at 3 East, 64th Street, New York, NY 10065, USA before the deadline.

For clarifications, if any, please contact:

 Mr. ............................

Head of Chancery, Consulate of India

 3 East, 64th Street, New York

 NY 10065, USA

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