

Decongestion and Safety plan for Pedestrians in ITO Area: Open Design Competition for Concept Design of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point.

Request for Proposal (RFP) Document



PUBLIC WORKS DEPARTMENT
Govt. of NCT of Delhi

Request for Proposal Document for

Name of Work :- Decongestion and Safety plan for Pedestrians in ITO Area: Open Design Competition for Concept Design of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point.

RFP No. 03/CE/F-1/PWD/GNCTD/2015-16

Certified that this RFP Document contains total 37 pages starting from page 1 to 37 including cover page.

Assistant Engineer
F-1111, PWD (GNCTD)
Bhai Nihal Singh Marg,
Lajpat Nagar-IV, Delhi -110024

Executive Engineer
FPD F-111, PWD (GNCTD)
Bhai Nihal Singh Marg,
Lajpat Nagar-IV, Delhi -110024

Assistant Engineer (P)
FPC F-11, PWD (GNCTD)
Delhi-110024

Project Manager
FPC F-11, PWD (GNCTD)
Delhi-110021

Assistant Engineer (P)
FPZ F-1, PWD (GNCTD)
New Delhi-110002

Executive Engineer (P&A)
FPZ F-1, PWD (GNCTD)
New Delhi-110002

APPROVED

Pr. CHIEF ENGINEER
FLYOVER PROJECT ZONE, F-1
PUBLIC WORKS DEPARTMENT (GNCTD)
NEW DELHI

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Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the competition. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend up on interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account to anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to accept the proposal of the applicant and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons what so ever.

The Applicant shall be bear the costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Definitions

Unless the context otherwise requires the following terms whenever used in this document have the following meanings

- a) **“Applicable law”** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) **“Authority”** means the Government of National Capital Territory of Delhi;
- c) **“Personnel”** means person hired by the applicant;
- d) **“Party”** means the authority or the applicant, as the case may be and parties mean both of them.
- e) **“Proposal”** means the conceptual drawing submitted by the applicant along with all the related documents.
- f) **“Executive Engineer”** means the Executive Engineer, Flyover Project Division F-111, PWD (GNCTD), Lajpat Nagar, Bhai Nihal Singh Marg, New Delhi-110024
- g) **“PWD (GNCTD)”** means Public Works Department, Govt. of National Capital Territory of Delhi.
- h) **“Citizen of India”** means an ordinary Citizen of India.
- i) **“Firm”** means a propriety or partnership firm duly registered with Registrar of Societies.
- j) **“Company”** means a company duly incorporated as per company law.

I. INTRODUCTION

1.1 Background

- 1.1.1 The issue of providing an FOB cum Skywalk at 'W' Point in ITO area of New Delhi has been under active consideration of the Govt. of Delhi for some time. A proposal of pedestrian FOB cum Skywalk in the ITO area has already been recommended by the Delhi Traffic Police. The GNCTD has held that urgent steps are required to segregate pedestrian from vehicular traffic in the ITO area.

Besides a large volume of vehicular traffic, the ITO area also has a heavy concentration of pedestrian traffic. There are over 25 major Offices in the ITO area, besides a metro station, the Tilak Bridge Railway Station and seven major arterial roads which leads to inter-crossing of pedestrian with vehicular traffic, threatening lives of pedestrians. Further, with the newly commissioned Phase-III metro station in ITO on Bahadur Shah Zafar (BSZ) Marg, the volume of pedestrian traffic in the area is going to shoot up as more people will shift to the metro for transport to and from ITO area. Moreover, a new complex for the Hon'ble Supreme Court is also coming up near the Pragati Maidan Metro Station which will further increase the pedestrian traffic.

Public Works Department (the "**Authority**") has conceived the Decongestion and Safety plan for pedestrians in ITO Area by implementing the concept of FOB-cum-Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point (the "**Project**") through an appropriate Public-Private Partnership (PPP) model.

Only one FoB exists on the Vikas Marg in the ITO area. Recently, the DMRC has constructed a pedestrian sub-way at the "A" Point in the area, allowing pedestrians to cross over Vikas Marg, BSZ Marg and the DDU Marg. However, there is no FoB or Subway at the "W" Point i.e at the junction of the Sikandra Road, Mathura Road, Tilak Marg & BSZ Marg, greatly putting the pedestrians at risk.

- 1.1.2 A pedestrian FOB cum Skywalk was therefore recommended by the FOB Location Committee of the GNCTD as follows:

- (1) One FOB may connect the footpath of Sikandara Road (towards Tilak Marg Side) to the parking lot near the Pragati Maidan Metro Station across Mathura Road. The deck of this FOB could be linked to the proposed FOB being constructed by the DMRC near the Pragati Maidan Metro Station. One ramp may also be provided for access to Tilak Marg footpath near Supreme Court.
- (2) Another FOB may start at the point on the Railway Lane (College Lane) near the Tilak Bridge Railway Station and may be connected to the FOB at (1) above, underneath the metro viaduct over the 'W' point keeping a minimum clearance of 5.5m below the FOB.

- (3) The third FOB may connect the footpath of DDU Marg to the lane near the Nallah on the other side of the BSZ Marg, near the Institution of Engineers Building, for access towards Hans Bhawan side from the Tilak Bridge Railway Station.

The approximate locations are shown in the Map attached with this document (4 map: Map No. 1 to Map No. 4).

The above proposals of the FOB Location Sub-Committee were approved by the FOB/ Sub-Way Committee of the GNCTD in its 47th Meeting held on 03/01/2014, chaired by the Secretary, PWD, with the addition that one arm of the FOB linking the College Lane near the Tilak Bridge Railway Station would be extended from the central verge of the Bahadur Shah Zafar Marg to a point near the Hanuman Mandir on the Northern side of the Metro line.

- 1.1.3 Given the importance and the high visibility of any Skywalk in the area, the design of the Skywalk should be unique, highly functional, very aesthetic and should be recognized as one of the Landmarks of Delhi. Further, to build a cost neutral asset complete with public utilities such as toilets, it was felt that the concept design finally selected as the winning concept, may be constructed on a design-build-operate basis in the PPP mode, with rights given to the concessionaire for opening kiosks and putting advertisement panels for earning revenue. Therefore, the Authority decided that before finalizing the modalities of PPP agreement an open design competition with prize money may be called, inviting concept designs from all citizens of India, or Firm/Company/Institution/Society/NGO registered in India to select a Concept Design appropriate for the project of the Skywalk. The winner of the competition will be selected through a concept design evaluation process by a Board of Assessors (“the Committee”) constituted by the GNCTD for the purpose.
- 1.1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of a winning design concept in accordance with the Terms of Reference and scope of services specified in Chapter- II.

1.2 Request for Proposal

The Authority invites original proposals from interested citizens of India, or Firm/Company/Institution/Society/NGO registered in India (the “**Applicant**”). The Authority intends to select the best possible design concept for the above proposed scheme through a design competition and then utilize that concept for implementation.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in Clause 1.8.

1.4 **Sale of RFP Document**

RFP document can be purchased from O/o Executive Engineer, Flyover Project Division F-111, PWD, Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024 on any working day between 10:30 AM to 5:00 PM. till the last date prescribed for this purpose as per schedule given in this document. The proposals will be submitted by the intending participants physically in the O/o Executive Engineer, Flyover Project Division F-111, PWD, Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024.

1.5 **Validity of the Proposal**

The Proposal shall be valid for 120 days after the date of opening of the proposal.

1.6 **Brief description of the Selection Process**

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation on the parameters of innovativeness of concept, aesthetic appeal, economy of construction, economy of maintenance, functional aspects (such as differently abled friendly design, women friendly and safe design, ease of access and circulation, quick evacuation in case of emergencies, maximum connectivity), commercial potential (such as maximum scope for providing kiosks and advertisement panels without disturbing aesthetics), safety aspects and structural feasibility will be carried out as specified in Clause 2.20.1 Based on this technical evaluation by a Board of Assessors, a list of five short-listed applicants shall be prepared.

In the second stage, the short listed applicants will be asked to make their presentation on power point with all the possible details of the concept. The presentation would be evaluated as per criteria given in clause 2.20.1. These proposals will finally be ranked according to the overall marks scored in the technical evaluation (stage I) and the presentation (stage II). The entry with the highest overall marks would be declared the winner of the competition. The five shortlisted finalist participants would be paid an honorarium of Rs.50,000/- (Rs. Fifty Thousand Only).The first ranked Applicant (the “**Winner**”) shall be awarded a prize of Rs.2.50 Lacs (Rs. Two Lacs Fifty Thousand only).

1.7 **Payment to the winner**

- 1.7.1 All payments to the Applicants shall be made in INR in accordance with the provisions of this RFP. All statutory taxes would be deducted at source.

1.8 Schedule of Selection Process

(a) The Authority would endeavor to adhere to the following schedule*

	Event Description	Time	Date
1.	Last date for purchased of RFP documents from the O/o the Authority.	00:00	DD.MM.2015
2.	Pre-Proposal Conference	00:00	DD.MM.2015
3.	Authority response to queries	00:00	DD.MM.2015
4.	Last Date of submission of proposal and Opening of the proposals	00:00	DD.MM.2015
5.	Validity of Proposal		120 days from the date of opening of the Proposal
*In case of change, due information shall be given well in advance.			

(b) (i) All participants are required to deposit Rs. 500/- in as cost of document. This shall be deposited either in cash or in the form of Demand Draft of any scheduled bank/Pay order of any scheduled bank drawn in favour of “**Executive Engineer, PWD, FPD, F-111, New Delhi**”.

1.9 Pre-Proposal visit

Prospective applicants may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Date of opening of Bids. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Executive Engineer

Phone:

Email: _____

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be intimated well in advance and at least Seven days before it is to be held.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Executive Engineer, Flyover Project Division F-111,

PWD, Bhai Nihal Singh Marg, Lajpat Nagar-IV,

New Delhi-110024

Phone: 011-26441871

Email: eepwddelhi111@gmail.com

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. _____ Request for Proposal (RFP) for Concept Design Competition for Decongestion and Safety plan for pedestrians in ITO Area: Open design competition for concept design of Skywalk-at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point.

II. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal- Entries are invited for concept design of the Skywalk at “W” Point ITO as per location already approved by the authority.

- a) The intending participants will submit 5 Sets of concept drawings with a write up (Approximately 2500 words) on the scheme.
- b) Five best concepts will be shortlisted by the Authority in stage-I on the basis of technical evaluation and these five participants will be invited to the stage-II to make a detailed presentation.
- c) Final judging will be done on basis of overall marks obtained in stage I and –II combined.
- (d) Payments of award will be made as per terms of this document following submission and presentation of design proposal and shall be made to the individual or lead consultant of the winning team.
- (e) It shall be a condition of entering into the competition that PWD has the right to utilize any ideas (or part thereof) contained within or generated by the submissions as part of the concept design proposal and use/modified/change any or all of its elements as per the requirement of PWD for use by PWD in this project or any other PWD projects in the future. The PWD would not pay any royalty or fess or any remuneration what so ever in cash or kind for use of any concept submitted by any participant whether in part or in full or after any modification/change of the concept or its parts. PWD, GNCTD will retain full rights to all concepts submitted in this competition by the participants for use in any manner PWD, GNCTD deems fit.

Scope of the proposal:-

SI No.	Description	Length/Qty.
FOB cum Skywalk at W Point of ITO Junction and near Hans Bhavan		
1.	Total length of “FOB cum Skywalk” including Ramp. (a) Near Supreme Court (b) Near Tilak Bridge (c) Near Hans Bhavan	230 mtr.approx 135 mtr approx. 75 mtr approx.
2.	Total length of FOB Deck.	325 mtr approx.

2.2. Documents/drawings/write up for submission of proposal

1. Write up/note on how the proposed design concept fulfills each of the evaluation criteria as given in Clause 2.17.3 (Approx 2500 words overall) in hard copy in 5 sets and soft copy in a CD should be submitted.
 2. Drawings
 - (i) Concept Design, with perspective view in scale 1:500 for overall view and for each arm /component of the proposed skywalk.
 - (ii) Artist's Impression of the Concept
 - (iii) Plans : 1:500 Scale
 - (iv) Elevations 1: 25 Scale
 - (v) L-Section 1:500 scale and cross-section (1:10) scale
 3. Specifications to be adopted
 4. Unique aesthetic feature detailing in 1:10 scale, if any,
 5. Any valid documentary proof regarding eligibility to participate in the bid as per clause 2.2.1.
- 2.2.1 All citizens of India, or Firm/Company/Institution/Society/NGO registered in India can participate in the competition. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.2.2 The selection of winner of the competition shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.2.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The proposal shall be submitted in the format Appendix-I.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or all partners/Director (on the Board of Directors) of the Applicant.
- 2.2.5 While submitting a proposal, the applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the appendices is in-sufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Competition (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event to disqualification, the Authority shall debar the applicant from participating in this competition or any other such type of selection process for two years, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the participants provide professional, objective, and impartial proposals and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-A**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct share holding or ownership interest is an Applicant, its Member or Associate (or any share holder thereof having a share holding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire share holding held by such controlled intermediary in any other person(the “**Subject Person**”) shall be taken into account for computing the share holding of such controlling person in the Subject Person; and (ab) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant ;or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the competition. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or the outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest ;and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- (g) agreed to be bound by all the clauses of this RFP document.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake here in or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the Proposal.
 - (c) Misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/rejected. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9 Amendment of RFP

- 2.9.1 In order to afford the Applicants a reasonable time for taking an amendment in to account, or for any other reason, the Authority may, in its sole discretion, extend the Date of opening of Bids. While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7(seven) days shall be provided.

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.10 Language

The Proposal with all accompanying documents (the “**Documents**”) is explained in para 2.2 and 2.3 and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and incase any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

- 2.11.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

- 2.11.2 The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along there-with pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 4(four) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.11.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall sign each page, in blue ink. In case of printed and published Documents, only the cover shall be signed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be signed by the applicant. The Proposals must be properly signed by the authorized representative (the "**Authorised Representative**") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the authorized representative of the Lead Member, in case of consortium.
A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).
- 2.11.4 Applicants should note the dates as specified in Clause 1.8, for submission of Proposals and other activities.
Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time as specified in Clause 1.8. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
- 2.12 Proposal**
- 2.12.1 Applicants shall submit the original RFP document issued by the Authority along with his/her proposal in the format & at Appendix-I (the "**Proposal**").
- 2.12.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (b) power of attorney, if applicable, is executed as per Applicable Laws;
- 2.12.3 Failure to comply with the requirements spelt out in this RFP document shall make the Proposal liable to be rejected.
- 2.12.4 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.12.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forth-with and if the Selected Applicant has already been declared the winner or any of the finalist notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated and withdrawn by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant, and the applicant shall return the prize money /honorarium along with such interest as the Authority may decide, no appeal shall be entertained by the Authority from the applicant in this regard.

2.13 Deduction of Taxes at Source

All the costs associated with the assignment shall be included in the award money. This shall take into account all expenses and **tax liabilities**. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in award money. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.14 Submission of Proposal

- 2.14.1 The Applicants shall submit the duly signed original RFP document and his/her Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Applicant or the Authorised Representative of the Applicant as per the terms of this RFP.
- 2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, name of the RFP as indicated at Clause 1.11 and the name and address of the Applicant. It shall bear on top, the following:
 “Do not open, except in presence of the Authorised Person of PWD, GNCTD.
 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for their misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.14.3 The aforesaid envelope will contain ‘Proposal’. The envelope marked “Proposal” shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 6 of Appendix-I and supporting documents.
- 2.14.4 The Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Proposal must be numbered and each page of all drawings/documents shall be signed by the person or persons signing the Proposal.
- 2.14.5 The completed Proposal must be delivered on or before the specified time on Date of opening of Bids. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.14.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.15 Last Date of Submission of Proposal

- 2.15.1 Proposal should be submitted on or before the time, due date as specified in Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.15.2 The Authority may, in its sole discretion, may extend/modify the dates and timings of activities and time line mentioned in Clause 1.8. The change/modification shall be applicable to all applicants.
- 2.15.3 Proposals received by the Authority after the specified time and date, shall not be eligible for consideration and shall be summarily rejected.

2.16 Modification/ substitution/ withdrawal of Proposals

- 2.16.1 The Applicant may modify or substitute proposal before, or after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the opening of Proposal Bids.
- 2.16.2 The modification, substitution notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" as appropriate.

C. EVALUATION PROCESS

2.17 Evaluation of Proposals

- 2.17.1 **Stage –I:** Conceptual Design submitted by the applicants will be examined by the Board of Assessors. The top five applicants will be shortlisted to participate in stage II as per evaluation criteria give in clause 2.17.3.
- 2.17.2 **Stage-II:** Design Concept Presentation

Under this stage, the top five applicants short listed after Stage-I, shall be invited for participating in the design concept presentation before the Board of Assessors constituted for the purpose by PWD. The shortlisted Applicant shall bring hard & Soft copies of their design concept and related details at the time of presentation. The time and venue for presentation will be intimated separately.

The committee shall evaluate the presentation and would assign the marks independently and then the assigned marks would be averaged out.

The applicants shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to the applicant in this regard. No correspondence would be entertained for challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of applicants by applying the evaluation criteria and point system as stipulated here in under.

2.17.3 Evaluation Criteria

Stage –I (The proposal would include a write up on each parameter of evaluation as given under explaining how the concept design fulfills each of the parameters, not exceeding 2500 words overall).

	Technical Evaluation stage	Points: 100
1	Design Concept Planning	20
A.	Innovativeness of concept	5
B.	Aesthetics	5
C.	Environment friendly features	5
D.	Blending with the landscape	5
2	Functional Aspects of Design Concept	20
A.	Ease of use for differently abled	5
B.	Ease of use for women, children and senior citizens.	5
C.	Ease of general access and circulation	5
D.	Ease of connectivity and integration with surroundings	5
3	Economic Aspects of Design Concept	20
A.	Economy of Construction	10
B.	Economy of Maintenance	5
C.	Energy efficient design and Life Cycle Costs	5
4	Commercial Potential of Design Concept	20
A.	Scope for providing kiosks, toilets, advertisement panels etc. without disturbing aesthetics/functionality/safety.	
5	Safety features of Design Concept	15
A.	Women's Safety	10
B.	Evacuation in case of any emergency	5
6	Structural Feasibility of Design Concept	5
A.	Ease of construction of the design concept	

Total Marks: 100

(weightage of stage 1 evaluation = 70)

Stage -II

	Presentation Stage (In Power Point format)	Points: 30
1.	Overall understanding of the scope of work and appreciation of the project in terms of viability for PPP for the proposed design concept	20
2	Overall Effectiveness of Presentation	10
	Explaining overall Design Concept and its Functionality Explaining the Innovativeness of Design Explaining the Cost Economy Explaining the Safety Features	

Total Marks: 30

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Proposal is received in the form specified;

- (b) it is received on time and due date;
- (c) Each page of each document is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.11 and 2.14;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (e) it contains all the information (complete in all respects) as mentioned in this RFP document;
- (f) it does not contain any condition or qualification ;and
- (g) it is not non-responsive in terms hereof.

2.17.4 NO CONDITIONAL PROPOSAL IN ANY FORM WOULD BE ACCEPTED

2.17.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified herein.

2.17.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority.

Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.17.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.19 Clarifications

2.19.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification (s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.19.2 If an Applicant does not provide clarifications sought under Clause 2.19.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.20 Indemnity

All applicants will submit an Indemnity Bond, indemnifying the Government against any plagiarism/ copying/reproduction of the submitted concept as whole or any part or any of its elements.

The applicant shall submit an affidavit under oath that the concept design has not been plagiarized /copied/reproduced in whole or in part or in any of its elements from any other source and that the none of the provisions of the Indian Copyright Act 1957 have been violated. This affidavit shall be submitted in Form (Appendix –I, Form-6)

2.21 Proprietary data

Subject to the provisions of Clause 2.18, all documents and other information provided by the Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential. The Authority will not return back any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicants to the Authority in relation to this competition shall be the property of the Authority.

III. FRAUD AND CORRUPT PRACTICES

- 3.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, turn down consideration and evaluation of such Applicant’s Proposal. Plagiarism/copying/reproduction of concept from any other Project will also be treated as Fraud and Corrupt practices.
- 3.2 Without prejudice to the rights of the Authority under Clause 3.1 here in above if an Applicant as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2(two) years from the date such Applicant is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3 Apart from the above, in case of any fraud and corrupt practice adopted by the applicant, the applicant shall also make himself/herself liable to face appropriate legal action as per relevant laws.
- 3.4 For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment too reemploying or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the competition or arising there from, before or after the execution there of, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process.

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process or the process thereafter concerning the project.
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process or the process thereafter concerning the project.
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

IV. PRE-PROPOSAL CONFERENCE

- 4.1 Pre-Proposal Conference of the Applicants shall be convened by the Authority at the designated date, time and place. Only those Applicants who have purchased the RFP document shall be allowed to participate in the Pre-Proposal Conference.
- 4.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

V. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) Suspend and/ or cancel the Selection Process and / or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and /or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of

any obligations here under, pursuant here to and / or in connection here with and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made here under. Applicants are required to treat all such documents and information as strictly confidential.

5.5 PAYMENT

- 5.5.1 A prize money of Rs. 2.5 Lacs (Rs. Two Lacs and Fifty thousands only) for the winning concept design, to be disbursed to the winner. All five entries selected for the presentation stage (stage II) of the competition would be given an honorarium of Rs. 50,000/(Rs. Fifty Thousands only) after the presentation.

5.6 REPORTING

- 5.6.1 The proposals will be submitted as per schedule provided in this RFP.
- 5.6.2 The proposals shall be compiled, classified and submitted by the Applicant to the Authority in proposal form, specified in the RFP document. The documents comprising the proposal shall remain the property of the Authority and shall not be used by the Applicant for any purpose other than that intended under these Terms of Reference / RFP without the permission of the Authority. The submission of the proposal shall stand completed on acceptance by the Authority of all the documents /drawings of the applicant.

5.7 FAIRNESS AND GOOD FAITH

5.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this RFP document and with respect to the open design competition and to adopt all reasonable measures to ensure the realization of the objectives of this RFP.

5.7.2 Operation of the RFP Document

The "**parties**" recognize that it is impractical in this RFP documents to provide for every contingency which may arise during the life of the proposal/competition, and the "**parties**" hereby agree that it is their intention that this RFP document and the conditions therein shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the selection process either "**Party**" believes that this RFP conditions are operating unfairly, the "**parties**" will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. But failure to agree on any action pursuant to clauses of this document, the authority will take decision on this basis of its intension in drafting this document, which will be binding on all applicants.

VI. CONFLICT OF INTEREST

6.1 Guidance Note on Conflict of Interest (for Applicants)

- 6.1.1 This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together there with in dealing with specific cases.
- 6.1.2 Applicants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of winning proposal should avoid both actual and perceived conflict of interest.
- 6.1.3 Conflict of interest may arise between the Authority and an applicant or between applicants and present or future concessionaries / contractors. Any such possible conflict need to be avoided.
- 6.1.4 The normal way to identify conflicts of interest is through self-declaration by Applicants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Applicants become aware of them.
- 6.1.5 Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Applicant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule “Chinese walls” should be considered as un acceptable and may be accepted only in exceptional cases upon full disclosure by a Applicant coupled with provision of safe guards to the satisfaction of the Authority.
- 6.1.6 Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Applicants drawing up the terms of reference or the pro-posed documentation are also eligible for the consequent assignment or project.

- 6.1.7 Another form of conflict of interest called “scope–creep” arises when Applicants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Applicants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Applicants to extend the length of their assignment.
- 6.1.8 Every project contains potential conflicts of interest. Applicants should not only avoid any conflict of interest, they should report any present /potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identify in gander solving any conflicts of interest. It should be ensured that safe guards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

VII. Appendices

APPENDIX-I

(See Clause 2.12)

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Executive Engineer

Flyover Project Division F-111,

PWD, Bhai Nihal Singh Marg,

Lajpat Nagar-IV, New Delhi-110024

Phone: 011-26441871

Email: ~~ee~~pwdelhi111@gmail.com

Sub:

Dear Sir,

With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal as an applicant to Decongestion and Safety plan for pedestrians in ITO Area: Open design competition for Design Concept of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the winning concept design, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of the irrespective originals.
3. This statement is made for the express purpose of open Concept Design Competition for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or other wise and here by waive our right to challenge the same on any account what so ever.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered in to with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Chapter III of the RFP, no person acting for me/us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the winning design concept competition, without incurring any liability to the Applicants in accordance with the RFP document.
 8. I/We declare that I/we am/are not a member of any other Consortium applying for completion.
 9. I/We certify that in regard to matters other than security and integrity of the country, I/we or any of my/our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to take part in the Open Design Competition or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me/us or by any of my/our Associates.
 11. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates or against our CEO or any of my/our Directors / Managers / employees.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by the Authority [and / or the Government of India] in connection with the selection of winning design concept or in connection with the Evaluation Process itself in respect of the above mentioned competition.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if my/our proposal is not awarded the winning proposal or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 120(One twenty) days from the Date of opening proposals.
 15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached here with in Form 4.

16. In the event of my/our proposal being selected as the winning proposal / finalist, the PWD, GNCTD have the right to utilize any ideas (or part thereof) contained within or generated by the submissions as part of the concept design proposal and use/modified/change any or all of its elements as per the requirement of PWD for use by PWD in this project or any other PWD projects in the future. The PWD would not pay any royalty or fess or any remuneration what so ever in cash or kind for use of any concept submitted by any participant whether in part or in full or after any modification/change of the concept or its parts. PWD, GNCTD will retain full rights to all concepts submitted in this competition by the participants for use in any manner PWD, GNCTD deems fit. I/we agree to the same.
17. I/We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out for concerning or relating to the Selection Process including the selection of the winning entry or the finalists.
18. I/We agree and under take to a bid by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Applicant/ Lead Member)

APPENDIX-I**Form-2****Particulars of the Applicant**

1.1	Title of Competition: Open Conceptual Design Competition
1.2	Title of Project: Decongestion and Safety plan for pedestrians in ITO Area: Open design competition for Design Concept of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point
1.3	State whether applying as an Individual Citizen or as Sole Firm or Lead Member of a consortium :
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant : Name: Designation: Company: Address: Phone No.: Fax No.: Mobile No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.

1.6	(Signature, name and designation of the authorized signatory) For and on behalf of.....
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APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

Executive Engineer.....

Phone:

Email: _____

Dear Sir,

Sub: RFP for Decongestion and Safety plan for pedestrians in ITO Area: Open design competition for Design Concept of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, Constitution of which has been described in the Proposal *), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that..... (insert individual's name) will act as our Authorised Representative /will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory For and on behalf of.....)

*Please strike out whichever is not applicable

APPENDIX-I
Form-4
Power of Attorney

Know all men by these presents, We,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr /Msson/daughter/wife and presently residing at....., who is presently employed with/retained by us and holding the position of.....as our true and lawful attorney (here in after referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for participation in the conceptual design competition for “Decongetion and Safety plan for pedestrians in ITO Area: Open design competition for Design Concept of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at ‘W’ Point”, proposed to be developed by the PWD, GNCTD (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all submission and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon declaration of stage I and stage II result till the actual implementation of concept suggested by us by the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....,20**

For
(Signature, name, designation and address)

Witnesses:

1

2

Notarized Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as are solution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming **Appostille** certificate.*

**APPENDIX-I
FORM 5**

INDEMNITY BOND

THIS BOND is executed on this Day of, 20..... by M/s....., through its authorized signatory..... (Hereinafter referred to as) which expression shall unless repugnant to the context or meaning thereof include its successors and assignees in favour of PWD which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas M/s..... has responded to a conceptual design offer invited by PWD through an open competition and is an applicant in the said competition. The applicant has submitted a proposal for the competition for Decongestion and Safety plan for pedestrians in ITO Area: Open design competition for Design Concept of Skywalk at the junction of Sikandra Road, Mathura Road, Tilak Marg and Bahadur Shah Zafar Marg at 'W' Point.

Now therefore, in consideration of the participation in the said competition, through the proposal submitted by me/us, the executants M/s.....hereby undertakes to indemnify PWD against any loss, damage that it may sustain, or any claim made against it or any proceedings that may be taken out against it or any proceedings that may be taken out against it for the application /execution of works as suggested in the RFP Document.

AND WHEREAS according to Para 2.25 of the said RFP document M/s has to indemnify the PWD for an amount of not exceeding Rs. 10 Lacs (Rupees Ten Lacs only) the proposal submitted by me/us, for any direct loss and damage that is caused due to any deficiency in the proposal and any claim arising out the implementation of the proposal at the latter stage.

Now, therefore, in witness thereof M/s..... has set its hand through its authorized representative on the day, month and year mentioned herein above.

EXECUTANT

For M/s
Authorized representative

Witness:

- 1.
- 2.

**APPENDIX-I
FORM 6****AFFIDAVIT REGARDING ORIGINALITY OF CONCEPT DESIGN**

I/We confirm that the concept design being submitted by me is an original concept design conceived by me/us.

I/we further undertake and confirm that concept design submitted by me/us under this proposal has not been plagiarized /copied/reproduced in whole or in part or in any of its elements from any other source and that none of the provisions of the Indian Copyright Act 1957 have been violated. Further that, if such a violation comes to the notice of GNCTD, then I/we shall be debarred from participation in this competition. Also, if such a violation comes to the notice of the GNCTD even after declaration of final result, I/We will refund the award money/honorarium to the GNCTD with interest as decided by the GNCTD and the GNCTD shall be free to take appropriate legal action against me/us.