

Tender Cost- Rs.3000/- in form of Demand Draft

**UTTAR PRADESH INSTITUTE OF DESIGN &
RESEARCH, LUCKNOW,
UTTAR PRADESH**

Ref. no- .55...../15-06-2024

Date: 15-06-2024

Press UPIDR No./**Technical Support (2024-25)**

Lamp-Sum tender as given in bid document are invited for the following work from the Consultancy firm & Government. Organizations as per eligibility criteria mentioned in bid document. Bids will be received manually & opened as per Schedule mentioned below. Bidders shall have to comply with all the general & special items & condition;

Last Date and Time for Tender submission - 28/06/2024 by 5 p.m.

Date/Time of opening of Bids – 29/06/2024 by 11a.m.

The details of tender are available on the website www.upid.ac.in and further by following the link “Expression of Interest”. The bidder shall ensure that they are eligible for quoting their rates for the particular item as per bid document. The office of UPIDR can be visited for any clarification/information on any working day within working hours.

Director

UPIDR,
Lucknow



REQUEST FOR PROPOSAL (RFP)

For

"Consultancy services for carrying out Technical Support (2024-25)

Bid document

UP INSTITUTE OF DESIGN & RESEARCH

Shaheed Path, Lucknow-226002



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 (UPIDR) 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 UPIDR, herein after referred as Authority, to the prospective Applicants or any other person. The purpose of this RFP is to provide information to interested firms that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. 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 upon 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 tort, 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 of 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 select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. 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 Bid, regardless of the conduct or outcome of the Selection Process.



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1. INTRODUCTION

Background

Uttar Pradesh Institute of Design & Research (UPIDR), a wholly owned institute of Government of Uttar Pradesh, India, is engaged in the Education field specially Art & Craft, Fashion Design, Garment Design, Handicraft, etc.

Uttar Pradesh Institute of Design & Research (UPIDR) had established in 2003. Detail about the institute is given in **Appendix 1**. Further details are available at www.upid.ac.in the strategic vision of UPIDR is to become a professional organization with appropriate organization structure and well-defined roles and responsibilities of the students.

Requests for Proposal

The Authority (UPIDR) invites proposals from consultancy firms (the "Proposals") for selection of a consultancy firm (the "Consultant") who shall assist the Authority as per the scope of work specified in the TOR (collectively the "Consultancy"). The Authority intends to select the Consultant by inviting open tender through L1 based Lump Sum (LS) contract in accordance with the procedure set out herein and from the bidders who fulfill the following eligibility criteria and bid document shall be submitted as per the checklist mentioned under:

Eligibility criteria:

1. "Experience of completed / on-going/ awarded work of Academic Field, Admission Process, Approval/Affiliation of AICTE/PCI/AKTU/BTE.
2. Net worth of the bidder should be positive for the financial year 2023-2024.
3. Availability of RFP Document

RFP document has been uploaded on UPIDR website or deposit in UPIDR office. The agencies may obtain the RFP document from the office of UPIDR w.e.f. 15.06.2024 from 10.00 AM to 5.00 PM on the working days or also may download from UPIDR website www.upid.ac.in by further follow the link "Expression of Interest".

DETAILS OF APPLICANT

A. Account No.

B. Name

For any further assistance, the bidder may contact [+91 9580054121](tel:+919580054121)

4. Validity of the Proposal: The submitted proposal shall be valid for a period of not less than 30 days from the Proposal Due Date ("PDD").
5. Payment to Consultants: All payments to the Consultant shall be made in INR in accordance with the provisions of RFP.
6. Schedule of Selection Process: The Authority would Endeavour to adhere to the following schedule:

1. Last date (deadline) for receipt of technical and financial proposals in response to RFP notice Date: 28/06/2024 upto 5:00 P.M,



2. Time and Date of opening of technical proposals received in response to the RFP notice
Date: 29/06/2024 at 11:00 A.M.

Role & Responsibility:

1. Technical Support:
 - I) Selected Agency/ Firm/ Trust/ Company etc. will be responsible for timely completion of any work received from affiliating agency “Abdul Kalam Technical University, Lucknow” (AKTU) and “Board of Technical Education, Lucknow” (BTE) related to students or institute for the session 2024-25.
 - II) To Full fill all the compliance of AKTU & BTE.
2. Admission Support
 - I) To conduct counselling of the Students in Campus Office.
 - II) Registration of the Students.
3. Enrollment of Students
 - I) Enrollment of B.Des Students on AKTU Portal
 - II) Enrollment of Diploma Students on BTE Portal
 - III) Document uploading of students on AKTU & BTE Portal
 - IV) Provide login-password of AKTU to B.Des Students
4. Student Data Management
 - I) To available records of students in softcopy with address & Ph. No.
 - II) Update student’s data on college portal time to time.
5. Examination
 - I) Providing Admit card to students
 - II) Exam Center management for students
 - III) Conduct External Practical
 - IV) Internal assessment, Internal Practical and External Practical marks Uploading
6. Result Analysis
 - I) Internal Result
 - II) External Result analysis
7. Scholarship Support
 - I) Submission of Scholarship Form
 - II) Cross check online and offline form
 - III) Forwarding and verification of form

2. INSTRUCTION TO APPLICANTS

A. GENERAL

Scope of Proposal

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium/association of firms (the "Lead Member") or lead member of firm, in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be.

Applicants are advised that the selection of consultant shall be on the basis of decision 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.

The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form as specified at Appendix-I and the Financial Proposal at Appendix-II.

Key Personnel

The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

S. No.	Position	Responsibilities
1	Team Leader	Lead co-ordinate and supervise the Team for delivering the Services in a timely manner as envisaged in this RFP, responsible for timely and efficiently completion of project work
2	Team Member	Responsible for timely and efficiently completion of project work
3	Expert	Visit time to time

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 proprietor, managing partner or Director (on the Board of Directors) as the Applicant.



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 insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

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 outcome of the Selection Process.

Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the UPIDR office/Concerned 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.

Acknowledgement by Applicant

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) Satisfied itself about all matters, things and information, including matters referred to in Clause

Herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

- a) Acknowledged that it does not have a Conflict of Interest; and
- b) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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 therein or in any information or data given by the Authority.

Right to reject the proposals

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 there for.

Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or

b) Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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.

B. DOCUMENTS

Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause

Amendment of RFP

At any time prior to the deadline for submission of Proposal (the PDD), the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have got the RFP document) by e-mail.

All such amendments will be notified on the Official Website along with the revised RFP (if required) containing the amendments and will be binding on all Applicants.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the bid submission date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

Language

The Proposal with all accompanying documents 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 in case 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.

Format and signing of Proposal

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.

The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal.



The Proposals must be properly signed by the authorized representative (the "Authorized 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).

Applicant also present Not Black listed by any Govt. Department in past on Rs. 100/- Stamp paper.

Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. 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 of bid submission as specified in Clause, 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.

Technical Proposal

Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that following mandatory documents have been filled and submitted along with the bid:

- a) All forms as per appendix-I i.e. are submitted in the prescribed formats and signed by the prescribed signatories;
- b) Power of attorney, if applicable, is executed as per Applicable Laws;
- c) CVs of all Key Personnel recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause.
- e) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- g) Key Personnel proposed have good working knowledge of English and Hindi language;
- h) No Key Personnel should have attained the age of 50 years at the time of submitting the proposal.



If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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 there under.

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 mis-representation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA (Letter of award) or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

The agency shall have to comply with all the relevant labor laws applicable to the agency's employees, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

Submission of Proposal

The technical proposal shall contain following documents:

Technical proposal containing the following mandatory documents by taking into account all the conditions mentioned in the RFP:

Copies of completed/on-going works/awarded works as desired in Eligibility criteria. Relevant Assignments of the Applicant, Power of attorney for appointing the lead member (if applicable)

Power of attorney for appointing the authorized signatory (if applicable) (Form-4 of Schedule-2)

The proposal shall be type written. The Completed proposal shall be duly signed on all pages by the authorized signatory. There should be no inter-lineation or overwriting except necessary corrections. Any such correction shall be initialed by the authorized signatory. All the pages should be numbered. The Consultants are required to submit one original copy of

(a) Tender Cost – The tender cost for submission of the entire RFP along with required documents is Rs. 3000/- which is payable at UPIDR office in the form of demand draft in favor of UP Institute of Design LKO payable at Lucknow which is mandatorily be submitted on the day of submission of documents.



(b) Earnest Money Deposit (EMD) – The bidder shall furnish as part of the proposal and EMD of Rs. 14000/- (Fourteen thousand only) in the form of demand draft of any scheduled bank in favor of UP Institute of Design LKO payable at Lucknow for acceptance of bid. The demand draft must be hand delivered to the office of the UPIDR on or before the bid submission date & time.

(c) Proposal for which EMD is not received shall be rejected by the UPIDR Lucknow as not responsive.

Proposal Submission

The completed Proposal must be submitted physically in sealed cover on or before the specified date and time of bid submission. Proposals submitted by fax, telex, telegram or e- mail shall not be entertained.

Modification/ substitution of Proposals

Modifications to submission can be done by over-riding the earlier submission, prior to the PDD.

D. EVALUATION PROCESS

Evaluation of Proposals

The Authority shall open the Proposals at 16.10 hours on the PDD, at the place specified in Clause 1.8 and in the presence of the Applicants who choose to attend.

The Technical Proposal shall be opened and Financial Proposal shall be held in safe custody by the authority and shall be opened after complete checking of technical bid.

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 Technical Proposal is received in the forms specified at Appendix-I & other clauses as mentioned in the RFP;
- b) It is received by the PDD including any extension thereof pursuant to Clause.
- c) It is accompanied by the Power of Attorney if required as specified in Clause.
- d) It contains all the information (complete in all respects) as requested in the RFP.
- (e) It does not contain any condition or qualification; and

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

The Authority shall subsequently examine and check responsive Proposals in accordance with the Selection Process specified at Clause of this RFP.

After the evaluation of technical responsiveness, the Authority shall prepare a list of qualified Applicants. A date, time and venue for opening of financial bid will be notified to all the qualified Applicants.

Applicants are informed 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.

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 if the Consultancy is subsequently awarded to it.

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.

Clarifications

To facilitate checking/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.

If an Applicant does not provide clarifications sought under Clause 2.20.1 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.

E. APPOINTMENT OF CONSULTANT

Negotiations

The negotiations will be as per clause.

The Authority will examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

Substitution of Key Personnel



The Authority will not normally consider any request of the Selected Applicant for substitution of the Experts as the ranking of the Applicant is based on the evaluation of the Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

(a) Award of Consultancy and Execution

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Applicant.

(b) Performance Security – Upon receipt of Letter of Award (the "LOA") from the UPIDR Lucknow, the successful bidder shall at its own expense furnish the performance security of an amount equal to 10 % of the fee by way of bank guarantee for the due performance of the contract in the format of performance security form (Appendix – II FORM - C). All incidental charges whatsoever such as premium, commission etc with respect to the performance guarantee shall be borne by the bidder. Subject to the terms and conditions in the performance bank guarantee at the end of the specified time, the performance bank guarantee may be discharged / returned by the UPIDR Lucknow upon being satisfied by your performance.

Execution of Agreement

After issue of LOA as aforesaid to the Selected Applicant, it shall execute the Agreement within the scope and period prescribed in Schedule-I (TOR). The Selected Applicant shall not be entitled to seek any deviation in scope as per the Agreement.

Commencement of Assignment

The Consultant shall commence the Consultancy within fifteen days of the date of the LOA, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in the assignment herein, the earnest money shall be forfeited. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. MISCELLANEOUS

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.

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n/o

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.

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 hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

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 hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Guidance Note on Conflict of Interest (For Consultant)

1. This Note further explains and illustrates the provisions of Clause, of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants 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 consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

(i) Potential consultant should not be privy to information from the Authority which is not available to others.

(ii) Potential consultant should not have defined the project when earlier working for the Authority.

(iii) Potential consultant should not have recently worked for the Authority overseeing the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, there-fore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. 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 consultants become aware of them.

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 consultant’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 unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the pro-posed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants 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 consultants. 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 consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants 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 identifying and resolving any conflicts of interest. It should be ensured that safeguards 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



Appendices

APPENDIX-I

TECHNICAL PROPOSAL

Form-1 Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To,

Uttar Pradesh Institute of Design & Research, Lucknow
Near DPS School, Shaheed Path,
Lucknow.

Sub: Request for Proposal (RFP) for "Consultancy services for carrying out **Technical Support (2024-25)**".

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as consultant or "Consultancy services for carrying out **Technical Support (2024-25)**".

1. 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 Consultant, 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 their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant 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 otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. 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, 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 Clause, of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into 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 Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. 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 Consultant, without incurring any liability to the Applicants in accordance with Clause 2.9 of the RFP document.

9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.

10. I/We certify that in regard to matters other than security and integrity of the country, we or any of 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 undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.

14. 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 the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 30 (Thirty) days from the PDD specified in the RFP.

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP.

19. I/We have studied 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 of or concerning or relating to the Selection Process including the award of Consultancy.

20. This Proposal shall constitute the Agreement which shall be binding on us.

21. I/We agree and undertake to abide 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.

I/We agree to pay an EMD of Rs. 14000/- (Fourteen thousand only) to the UPIDR Lucknow in accordance with the RFP document.

The EMD in a form of demand draft will be separately delivered before the bid submission end date and time.

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

Title of Consultancy: Consultancy Services

Title of Project: Request for Proposal (RFP) for "Consultancy services for carrying out **Technical Support (2024-25)**".

State whether applying as Sole Firm or Lead Member of a consortium:

Sole Firm or Lead Member of a consortium

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.: E-mail address

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

APPENDIX-I

Form-3 Statement of Legal Capacity (To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

Sub: "Consultancy services for carrying out **Technical Support (2024-25)**".

Dear Sir,

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 authorized Representative/ will act as the Authorized 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/Ms..... son/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 (hereinafter referred to as the "authorized 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 and selection as the Transaction Advisor for Selection of Communication Consultant and Single Window Customer Care proposed to be developed by UPIDR (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre- bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts 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 award thereof to us till the entering into of the Agreement with 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 Authorized 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

Witnesses:

For.....(Signature, name, designation and address)

Notarized

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

- S. No.
- Designation of Key Personnel
- Name
- Educational Qualification
- Length of Professional Experience
- Present Employment
- No. Of Eligible Assignments#
- Name of Firm
- Employed Since

APPENDIX-II

Form-A Financial Proposal Submission Form

To: Location and Date

UPIDR

Near Delhi public School

Shaheed Path, Lucknow, 226002

Dear Sir:

We, the undersigned, offer to provide the consulting Services to UPIDR for “Consultancy services for carrying out **Technical Support (2023-24)**”, in accordance with your Request for Proposal dated *[insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[insert amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



APPENDIX-II

Form-B Breakdown of Price bid

Project: "Consultancy services for carrying out **Technical Support (2024-25)**"

Total:

S.No.		Price Component Amount(s) (Indian Rupees)
1	Technical Support	
2	Admission Support	
3	Enrollment of Students	
4	Student Data Management	
5	Examination	
6	Result Analysis	
7	Scholarship Support	
	TOTAL COST	

(Name and signature of authorized signatory)

