

# Request for Proposal



Request for proposal (RFP)  
FOR  
EMPANELMENT OF CA FIRMS AND TECHNICAL CONSULTANTS/VALUERS/ENGINEERING FIRMS  
IN INVEST U.P.

E-Bid Reference: 1973 dated 05.12.2023  
E-Tender Portal: <https://etender.up.nic.in>

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## Instructions for E tender

### DISCLAIMER

The information contained in this Request for proposal ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Invest UP, Uttar Pradesh or any of its employees, 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.

1. This RFP is not an agreement and is neither an offer nor invitation by Invest UP 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.
2. No contractual obligation whatsoever shall arise from this RFP process
3. The Applicants are expected to examine all the instructions, forms, terms and conditions, requirements, and qualifications in the RFP documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-bid not responsive to the RFP document in every respect will be at the Applicant's risk and may result in the rejection of the e-bid.
4. This RFP may not be appropriate for all persons, and it is not possible for the Invest UP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. Invest UP 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.
5. Invest UP 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 or even not to proceed with the empanelment
6. The issue of this RFP does not imply that Invest UP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the mandate and Invest UP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
7. The Applicant shall bear all its 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 Invest UP 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 Invest UP 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.
8. Invest UP may, at its own discretion, extend the date for submission of e-bids. In such case all the rights and obligations of Invest UP and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

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## Section 1: INTRODUCTION

### 1.1 About the Project

1.1.1 Invest UP is nodal agency of Government of Uttar Pradesh for investment promotion and investor facilitation.

1.1.2 Invest U.P. is also acting as the Nodal agency for implementation of Industrial Investment & Employment Promotion Policy 2022, UP Electric Vehicle Manufacturing & Mobility Policy 2022 and Uttar Pradesh Oxygen Production Promotion Policy 2021.

1.1.3 Invest U.P. invites application/proposal to Empanel Chartered Accountant firms and Chartered Engineers (Valuers) Firms/individuals for Examination and Verification of applications by Eligible Industrial Units for Availing Subsidy/Incentives under UP Industrial Investment & Employment Promotion Policy 2022, UP Electric Vehicle Manufacturing & Mobility Policy and Uttar Pradesh Oxygen Production Promotion Policy 2021.

## 1.2 Letter of Invitation

1.2.1. Through this Request for proposal (RFP), it is intended to invite -bids for Empanelment of CA Firms And Valuers/Chartered Engineering Firms in Invest U.P.

1.2.2. Applicants are advised to study the e-bid document carefully.

1.2.3. Submission of e-bids against this RFP shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-bid document with full understanding and its implications.

1.2.4. Invest UP may, at its own discretion, extend the date for submission of e-bids. In such case all the rights and obligations of Invest UP and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

1.2.5. The e-bid document is available on the e-tender portal of Government of Uttar Pradesh i.e; <https://e-tender.up.nic.in>. Interested Applicants may view, download the e-bid document and submit their e-bids online only on the e-tender portal <https://e-Tender.up.nic.in> until the date and time mentioned in the table above.

1.2.6. Invest UP reserves the right to cancel any or all the e-bids or annul the e-bid process without assigning any reason thereof.

1.2.7. The Applicants must upload all the required documents electronically in the PDF format only on the e-tender portal <https://e-tender.up.nic.in>.

**1.3** It is suggested that the PDF Files should be made in the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal. Schedule of empanelment process

Sl No	Activity	Day/Time: Duration
1.	Issue of RFP document on e-Tender Portal	05.12.2023 by 1700 hours
2.	Pre- Proposal Conference	13.12.2023
3.	Date of issue of Corrigendum (if any) including clarification on Pre-Proposal Queries	20.12.2023
4.	Proposal submission Due Date	09.01.2024 days by 1800 Hours.
5.	Technical Proposal Opening date	11.01.2024 days at 1100 Hours.
6.	Contact Details of Nodal officer for queries	Nodal Officer, Invest UP 4 <sup>th</sup> Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 E-mail: <a href="mailto:info@investup.org.in">info@investup.org.in</a> Telephone: 0522-2720236, 2720238

Sl No	Activity	Day/Time: Duration

## Section 2: Instruction for Applicants

### 2.1 DEFINITIONS

In this RFP, the following terms shall be interpreted:

- "e-Bid" means the technical proposal.
- "Instructions to Applicants" means the section of the document which provides interested Applicants all information needed to prepare their bids. This also details out the process for the selection of the Applicant for the work mentioned in this RFP document.
- "Scope of work" (SoW) means: Terms of Reference of the RFP which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the mandate, respective responsibilities of the Invest UP and the Applicant.
- "The Contract" means the agreement entered between Invest UP and the selected applicant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein.
- "The Contract rates" mean the charges for the tasks payable to the selected Applicant under the Contract for the full and proper performance of its contractual obligations.
- "Mandate/Task/Deliverables" means all obligations of the Applicant covered under the Contract.
- "Day" means a calendar day.

### 2.2 Availability of RFP Document

This RFP document is available on the e-tender portal <https://e-tender.up.nic.in> to enable the Applicants to view and download the RFP document, submit their e-bids online up to the last date and time mentioned only on the e-tender portal <https://e-tender.up.nic.in>.

### 2.3 Pre-Bid Queries/Clarifications

A prospective Applicant requiring any pre-bid queries/clarifications of the RFP document, may raise their queries/points of clarification to [advantageup@investup.org.in](mailto:advantageup@investup.org.in) up to the date and time given in the RFP document through e-mail only. The queries should necessarily be submitted in the following format:

S. No.	Section/Page No.	Specific RFP Condition	Change/ Clarification Requested	Remarks, if any

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The purpose of Pre Bid clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, Invest UP reserves the right to hold or re-schedule the pre-bid meeting.

## 2.4 Proposal Preparation Cost

The Applicant shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Empanelment Process. Invest UP will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment Process.

### 2.4.1 Cost of RFP Document

The RFP Document can be downloaded at cost of Rs 2000+ Applicable GST

### 2.4.2 Earnest Money Deposit (EMD)

2.4.2.1 The Applicant shall furnish as part of its Proposal, an EMD of Rs. 3,00,000 (Rupees Three Lakhs Only) through NEFT or RTGS before the bid submission end date and time. The payment must be made to the account of Invest UP as per details mentioned below:

Bank - Punjab National Bank  
Address – Trade Tax Office, Mirabai Marg, Lucknow  
Account No – 2408021800000010  
IFSC Code –PUNB031200  
Bank Code – 631200

2.4.2.2 The payment advice/ receipts should be submitted along with proposal of the Applicant.

2.4.2.3 Proposals for which EMD are not received shall be rejected by Invest UP as non-responsive.

2.4.2.4 Invest UP shall not be liable to pay any interest on the EMD and the same shall be interest free.

2.4.2.5 EMD shall be returned to the unsuccessful Applicants within a period of one month from the date of signing of contracts with the Successful Applicants. EMD submitted by the Successful Applicants will be converted into Performance Security which will be returned after successful completion of the duration of the contract agreement.

2.4.2.6 The Applicant, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to Invest UP's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the INVEST UP under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices; or If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended from time to time; or
- b) If the Selected Applicant fails to clarify or reconfirm its commitments as required in this RFP
  - I. If the Applicant fails to sign the Agreement as specified in this RFP; or
  - II. If the Applicant is found to have a Conflict of Interest as specified in this RFP.

## 2.5 Right to Accept any Proposal and to Reject any or all Application

2.5.1.1 Invest UP reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all applications at any time, without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons thereof.

2.5.1.2 Invest UP reserves the right to verify all statements, information and documents submitted by the applicant in response to the RFP.

## 2.6 Amendments to RFP:

2.6.1 At any time prior to the Proposal Due Date, Invest UP may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, amend the RFP by the issuance of corrigendum. Any Corrigendum issued would be published in the e-tender portal <https://e-tender.up.nic.in> and the same shall be binding on the Applicants.

2.6.2 To afford Applicants reasonable time to take the Addendum into account, or for any other reason, Invest UP may, at its discretion, extend the Proposal Due Date.

## 2.7 Independence and Objectivity:

2.7.1 The Applicant shall be governed with independence, integrity, and objectivity. They shall undertake all verification & valuation work unbiasedly and shall not have any influence. The Applicant shall also not be related to any of the personnel in the department/project dealing with for valuation.

## 2.8 Conditions of Eligibility of Applicants:

2.8.1 Applicant must carefully read the conditions of eligibility provided herein. Proposals of only those Applicants who satisfy the eligibility criteria as per Section 4 will be considered for evaluation.

2.8.2 Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, will not be eligible to submit the Proposal.

2.8.3 The Applicant must be a registered entity under applicable laws/acts with valid PAN and GST registration.

2.8.4 The Applicant must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The bids must be complete in all respect as stipulated in the RFP document.

## Section 3: SOW and Preparation and Submission Of Proposal

### 3.1 Scope of Work

3.1.1. GoUP has launched an Industrial Investment and Employment Promotion Policy (IIEPP) 2022, EV Mobility & Manufacturing Policy 2022 and UP Oxygen Promotion and Production Policy

2021., wherein various subsidies/ incentives have been offered to boost investment in the State of Uttar Pradesh. For details applicants are advised to refer the above policies, which can be accessed <https://invest.up.gov.in/policies/>. Thus, to validate the Incentive claim/expenses claimed by these units in the application the empanelment is being done.

3.1.2. The selected firm will have to provide qualified manpower for carrying out the following activities under the scope of work per assignment basis. A brief scope of work to be performed by the empaneled Applicant has been enumerated in Annexure E

### 3.2 Language and Currency

3.2.1 The Proposal and all related correspondence and documents shall be written in English language, supporting documents and printed literature furnished by the Applicant with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language.

### 3.3 Validity of Proposal

3.3.1 The Proposal shall be valid for a period not less than 180 (One Hundred and Eighty) days from the Proposal Due Date ("Proposal Validity Period"). Invest UP reserves the right to reject any Proposal that does not meet this requirement.

### 3.4 Applicant's Responsibility

3.4.1 It shall be deemed that prior to the submission of Proposal, the Applicant has:

3.4.1.1 made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document.

3.4.1.2 received all such relevant information as it has requested from Invest UP,

3.4.2 Invest UP shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

### 3.5 Format and Signing of Proposal

3.5.1 Applicants would provide all the information as per this RFP in the specified format(s). Invest UP would evaluate only those Application that are received in the required format and complete in all respects. Incomplete and/or conditional Application shall be liable to rejection.

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

### 3.6 Submission of Application

3.6.1 The applicant shall provide all the information as per this RFP document. The Invest UP will evaluate only those proposals that are received in the required format and are complete in all respects. The applicant shall prepare the electronic copy for the e-bids (in PDF format) and upload the e-bids on e-tender portal <http://XXXX> Through the applicant's digital signature certificate (DSC).

The application along with requisite documents should be submitted through online mode (<http://XXXXXX>) by the Proposal Due Date as indicated. The documents accompanying the Proposal(s) submission shall include:

A. Proposal/Application consisting of the following:

S. No.	Documents	Reference
1	Letter of Proposal in the prescribed format	Appendix - I
2	Details of Applicant in the prescribed format	Appendix – II
3	Financial Capacity of the Applicant in the prescribed format	Appendix – III
4	Experience of the Applicant in the prescribed format	Appendix – IV
5	Self-declaration in the prescribed format	Appendix-V
6	Affidavit	Appendix-VI

3.7 Modifications/ Substitution/ Withdrawal of Application

3.7.1 At any point of time, an applicant can withdraw, modify & substitute his/her e-application submitted online before the e-application submission end date and time.

3.8 Confidentiality

3.8.1 Information relating to the examination, clarification, evaluation and recommendation for the applicant shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Invest UP in relation to, or matters arising out of, or concerning the Empanelment Process. Invest UP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Invest UP 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 is to enforce or assert any right or privilege of the statutory entity and/ or Invest UP.

3.9 Clarifications

3.9.1 During the process of evaluation of Application, Invest UP may, at its sole discretion, ask any Applicant for clarification on its Proposal or substantiation of any of the submissions made by the Applicant. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation.

## SECTION 4: Eligibility Criteria & EVALUATION OF APPLICATION

### 4.1 Application Evaluation Criteria

The Application(s) received will be scrutinized to assess the eligibility based on the qualifying criteria. Those Application which does not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.

4.1.1. Evaluation will be done by as per criteria mentioned under Annexure A at Invest UP. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

- 4.1.2. All the Applicants whose Applications are found to be responsive and have fulfilled the Conditions of Eligibility specified in this document shall be ranked based on the marks obtained in accordance with the parameters set out (ANNEXURE-B).
- 4.1.3. The applicants would be ranked in descending order of their scores. Invest UP will give preference to the applicants who have scored the highest.

#### **4.2 Letter of Empanelment**

- 4.2.1 The Authority will issue a letter to all Qualified Applicants for the empanelment with the Invest UP.

#### **4.3 Terms of Empanelment**

- 4.3.1 The empanelment will be for an initial period of three (3) years with extension of additional (3 + 3) years from the date of agreement. The extension will be solely at the absolute discretion of the Invest UP on the basis of performance and mutually agreed terms & conditions.
- 4.3.2 Invest UP will reject the Application, if it determines that the Applicant has directly or through an agent is engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices.
- 4.3.3 Invest UP reserves the right to drop any Applicant from the empaneled list without assigning any reason whatsoever by giving 30 days notice period.. Similarly, the empaneled firm may choose to de-empanel by giving 30 days' notice to the Invest UP. Invest UP also reserves the right to modify the terms and conditions of empanelment
- 4.3.4 All decisions taken by Invest UP regarding empanelment shall be final and binding on all Empaneled Applicants.
- 4.3.5 The Invest UP will be the final authority for award of projects among the Empaneled Firms. Assignment of project would be communicated in writing to the firm.
- 4.3.6 Empanelment with Invest UP does not guarantee allocation of work.

#### **4.4 Eligibility criteria**

In order to participate in the Empanelment Process, the Applicant should be a single business entity (the "Single Business Entity") or an individual.

Note:

*No Consortium or Joint Venture is allowed to participate in the Empanelment Process. Entity Should furnish a copy of the registration certificate, Partnership deed executed between the partners, GST, and IT returns for the last three financial years preceding the Proposal Due Date as proof of identity.*

The detailed minimum eligibility criteria are provided at Annexure A

#### **4.5 Selection Methodology**

The selection of the firm shall be as follows-

- 4.5.1 The applicant shall be selected on the basis of marks obtained as defined under Annexure B
- 4.5.2 The applicant shall be allocated work on the basis of Alphabetical Order in rotation (A to Z) by their legal entity name .
- 4.5.3 The applicant shall be given 15 days of time from the date of Letter of Intent (LOI).
- 4.5.4 If the selected applicant fails to accept the assignment within stipulated timeframe, work will automatically be assigned to the next firm based on rankings.
- 4.5.5 Denial of assignment/project from Invest UP for more than 3 times will be delisted from the empanelment

**4.6** Schedule of Fee/Charges Payable by Invest UP for the assignments

4.6.1 Verification of Capital Investments

Capital Cost Range	Proposed Range (Excluding Applicable Taxes) (In Rs)
Up to Rs 200Cr	1,50,000/-
Above Rs 200 to Rs 500Cr	2,50,000/-
Above Rs 500-1500Cr	3,50,000/-
Above Rs 1500-2000 Cr	4,00,000/-
Above Rs 2000—3000 Cr	4.50,000/-
Above Rs 3000 Cr.	5,00,000/-

4.6.2 Verification of SGST Claim

For Projects under IIEPP 2022, Rs 30,000 for each quarterly claim.

4.6.3 Payment Schedule for the Assignments:

The payment for the assignment shall be made to the selected Applicant on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule. Invest UP will designate certain officers who will physically verify the work of Empanelled Chartered Engineering (Valuer)/Accountant Firm. It will be the sole responsibility of Empanelled Chartered Engineering (Valuer)/Accountant Firm to coordinate with the officers and should depute one dedicated personnel to coordinate with the concerned officers on day-to-day basis to verify each deliverable.

Note: In respect of specific other assignment required to be performed by CA firms or the technical consultants/valuers/engineering firms, TOR shall be issued, and admissible charges would vary from depending on the scope of work.

**4.7** Number of Empanelment

- 4.7.1 Invest UP intends to empanel 15 Applicants. However, Invest UP reserves the right to increase or decrease the actual number of Firms in the empanelment.

#### **4.8** Contract Agreement

The Successful Applicant shall execute an Agreement on Rs 100/- Non-Judicial stamp paper in the name of the Applicant bought in Uttar Pradesh only, within one week from the date of Letter of empanelment issued by Invest UP. The terms and condition of the agreement are defined in next section (Section 5)

#### **4.9** Confidentiality

The selected applicant will treat as confidential all data and information about the Invest UP obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of Invest UP. The NDA need to be signed between Invest UP and selected applicant, the draft of which is attached as Appendix

## Section 5: Standard Terms & Conditions of the Contract agreement

This SERVICES AGREEMENT is executed on the date mentioned in Appendix VI hereto, at the place mentioned in Appendix VI hereto and between the parties mentioned in Appendix VI hereto.

### WHEREAS:

- A. The Service Provider (as identified in Appendix VI hereto) is in the business of providing valuation/certification/GST etc. related services and has represented to the Client (as identified in Appendix VI hereto) that it has the requisite expertise, experience, and resources to provide the Services to the Client's satisfaction.
- B. The Client is desirous of engaging the Service Provider for provision of Services and, relying on the representations of the Service Provider, has agreed to avail the Services of the Service Provider; and
- C. The Service Provider has agreed to provide the Services to the Client, on the terms and conditions appearing hereinafter.

Now therefore in consideration of the representations, mutual promises, covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 5.1 Definition & Interpretation

- 'Agreement' shall mean this Services agreement, including all its annexures, exhibits, schedules, amendments, Work Orders which are duly executed in writing from time to time.
- 'Effective Date' shall mean the date identified in Appendix VI and from which date the terms and conditions of this Agreement shall be applicable to the Parties.
- 'Fees' shall mean the fees payable by the Client to the Service Provider for the Services provided by the Service Provider under this Agreement or any Work Order hereto.
- 'Term' shall mean the duration (as identified in Appendix VI) for which this Agreement shall be valid and during which period the Service Provider shall provide Services to the Client under this Agreement.
- 'Services' mean the Services more particularly described in the Work Order executed between the Parties in the format under hereto ("Work Order").
- The parties to this Agreement shall hereinafter be referred to as 'Party' individually and as 'Parties' collectively.

Words and expressions not specifically defined herein shall have the same meaning as assigned to them in common parlance understood in the business of the Parties.

### 5.2 TERM OF THE AGREEMENT:

This Agreement shall come into force from the Effective Date of this Agreement and shall be valid for the Term identified in Appendix VI hereto unless terminated earlier as per clause 5.10.

### 5.3 Services

1. The Service Provider will provide Services on a non-exclusive basis as per the terms and conditions set out in this Agreement and any Work Order executed hereto. The personnel

deployed by the Service Provider for provision of Services shall coordinate with the authorized officers of the Client. The Service Provider shall assume and maintain personal control, management and supervision of the Services to be performed by the Service Provider's employees, consultants, representatives or subcontractors (hereinafter referred to as 'Personnel').

2. The Client agrees to avail from the Service Provider the Services at the Site as identified under the relevant Work Order, and on the terms and conditions set forth herein.
3. This Agreement is on a principal-to-principal basis between the Parties hereto. The Service Provider shall perform all the Services hereunder as an independent Service Provider and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.
4. In the event of any conflict between the contents of any Work Order and this Agreement, the terms and conditions of this Agreement shall prevail over the terms contained under the Work Order.

#### 5.4 SERVICE PROVIDER OBLIGATIONS:

1. The Service Provider shall deliver the Services as per the terms and conditions agreed in the Agreement and the relevant Work Order.
2. The Service Provider Personnel deployed for provision of Services under a Work Order shall provide Services in a professional manner with reasonable workmanship.
3. The Service Provider shall ensure that it deploys trained, qualified and competent Personnel to provide Services under this Agreement. The Service Provider undertakes to get the antecedent checked for all its Personnel deployed for provision of Services. The Service Provider shall not knowingly deploy any person with a criminal record/conviction or any person who has faced disciplinary action in his previous employment and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.
4. The Service Provider undertakes and agrees to supervise its Personnel assigned for the Services to ensure that the Services are provided in accordance with the terms and conditions agreed upon between the Parties under this Agreement and any Work Order executed hereto. The Service Provider shall be responsible for all negotiations with its Personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters. Further, the Service Provider to be responsible and liable for payment of salaries, wages and all other statutory dues of its Personnel who are employed by it for the purpose of rendering the Services under this Agreement or any Work Order hereto.
5. In case the Service Provider performs some work and Services at Client's premises, the Service Provider shall ensure that its Personnel, shall observe the standards of cleanliness, safety, information security and general discipline laid down by or as the case maybe.
6. The Service Provider shall ensure that its Personnel providing Services to the Client shall not do anything in Client's premises which in the opinion of the Client may cause nuisance, annoyance, financial loss, danger or which may adversely affect Client's property, reputation or interest. Further, the Service Provider shall be liable for and make good any damage caused to or its properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission default or negligence of the Service Provider or its Personnel.

7. In the event the Service Provider is aware of a conflict between any of the terms set out under this Agreement or any Work Order executed hereto, it shall inform the Client of the same and the Parties shall discuss and agree upon the manner in which the Service Provider should perform its obligations hereunder and the manner in which such conflict shall be resolved.
8. The Service Provider hereby confirms that performance of the Services to the Client satisfaction of is the essence of this Agreement. In the event that the Client determines that the Services are below the prescribed standard, then the Client will notify to the Service Provider and the Service Provider shall, within a mutually agreed period rectify the same. The Service Provider will re-perform the non-confirming Services, at no cost to and to the Client's satisfaction.
9. The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments or materials belonging to and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Client.
10. The Personnel deployed by the Service Provider shall always be under the Service Provider's direct control and supervision. The Service Provider can transfer its Personnel or terminate the services of any of its Personnel, after providing suitable substitute for the person being so transferred/terminated. However, the Service Provider shall give a written prior notice to the Client about such transfer/termination to ensure such transfer/termination does not have any impact on the Services contemplated under this Agreement and in any Work Order.
11. The Service Provider will provide reports to the Client on the Services and achievements executed in this regard, as may be agreed between the Parties.

#### 5.5 FEES AND PAYMENT TERMS:

1. The Client agrees to pay Fees to the Service Provider for the Services rendered by the Service Provider as per the terms identified herein (including Appendix VII) and under a duly executed Work Order after making appropriate deductions as per the service level agreement (SLA) specified under the Work Order.
2. The Service Provider shall invoice for the Services as per the payment terms identified in the Work Order. The Service Provider shall issue invoices in the name of Client. Further, the invoice shall contain relevant information (wherever applicable) like, (i) Service Provider's registered address, (ii) Invoice number, (iii) service tax registration number, (iv) reference to applicable Work Order and brief description of Services etc.
3. The Client shall pay an invoice within Thirty days (30) days of receipt of an undisputed invoice, after set-off or withholding if any.
4. The Fees identified under a Work Order shall be valid for the term of the Work Order.
5. The Service Provider shall be responsible for payment of taxes under applicable laws with respect to the Services under this Agreement and also in relation to its Personnel involved in provision of Services. The Service Provider shall provide sufficient proof to the Client in relation to the taxes paid by it under this Agreement or any applicable Work Order.

5.6 Penalty for non-completion of the assignment : If the Service provider fails to meet the timeline which shall not exceed 30 days from the date of issuing the work order ,a penalty of 2.5% will be levied for every delay beyond 15 days from the scheduled timeline. This amount will be deducted from the invoice amount raised by the service provider. The timeline of 30 days may be relaxed by a further period of 15 days if the agency has sufficient and genuine reasons for not completing the work within the scheduled time frame. The relaxation of 15 days is at absolute discretion of Invest UP.

5.7 WARRANTIES:

1. The Service Provider represents and warrants that it has the required experience and capability including sufficient and competent managers, supervisors and Personnel to perform its obligations under this Agreement or any Work Order hereto.
2. The Service Provider represents and warrants that it has all applicable licenses and permits which may be required under any law for performance of its obligations under this Agreement.
3. The Service Provider represents and warrants that its Personnel shall perform Services under the Service Provider's directions and shall not become or claim any employment from the Client by virtue of providing the Services any time during the term of this Agreement or any Work Orders or subsequently after its termination or expiration, irrespective of the location of their work.

5.8 CONFIDENTIAL INFORMATION:

1. Confidential Information shall mean all proprietary and confidential information or data furnished by the Client and/or its affiliates before or after the Effective Date of this Agreement, whether written or oral which includes but is not limited to trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding employees, prospective employees, business objective/criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Client and which was or not designated as confidential at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall include all information disclosed by the Client which Service Provider should reasonably understand to be considered Confidential Information of the Client.
2. The Service Provider agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by the Client for any purpose other than for rendering Services under this Agreement and provide it only on a need-to-know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this Agreement with prior written permission from the Client. The Service Provider will ensure that all Personnel assigned by the Service Provider to provide the Services under this Agreement have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this Agreement) to ensure Confidential Information disclosed under this Agreement is protected from unauthorized use and disclosure. The Service Provider hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by and agrees that it shall be liable for all such actions as though those actions were the actions of Service Provider itself.

3. The Service Provider shall have no obligation under this Agreement with respect to any such information which is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, subject to the Service Provider giving all reasonable prior notice to the Client to allow it to seek protective or other court orders.
4. Save as permitted in clause 2 of 5.7 above:
  - a. the Service Provider shall not mention or otherwise use the name or trademark of the Client or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the Client.
  - b. the Service Provider shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof.
  - c. promptly inform the Client of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Client, to retrieve and protect the said Confidential Information.
  - d. Use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of Client.
5. The Service Provider acknowledges that in the event of any breach or threatened breach of this clause by the Service Provider or its Personnel, monetary damages may not be an adequate remedy, and therefore, shall be entitled to injunctive relief to restrain the Service Provider or its Personnel from any such breach, actual or threatened.

#### 5.9 INTELLECTUAL PROPERTY RIGHTS ("IP Rights"):

1. Except as otherwise set forth herein, neither this Agreement, nor the provisions of Services hereunder, shall give either the Service Provider or the Client any ownership interest in or rights to the IP Rights of the other party. Hence, any and all Confidential Information necessary for Service Provider to perform its obligations under this Agreement provided by the Client in pursuance to this Agreement shall remain vested in and be owned exclusively by the Client.
2. The Service Provider agrees that all IP Rights in the Services/deliverables provided under this Agreement or any Work Orders shall vest in and be owned by Client. The Service Provider acknowledges that the Client shall have exclusive, unlimited ownership rights to all deliverables, Services and IP Rights, created by Service Provider pursuant to such Work Order developed specifically for the Client ("Specific Work").
3. The Service Provider shall obtain similar written undertaking from all subcontractors, employees and consultants who will perform any Services.
4. The Service Provider warrants that Services provided under any Work Orders is the Service Provider's original work and does not contain ideas or materials which have been copied wholly or substantially from any other work or material. Where the Services/deliverables contains any third-party material, such material shall be used only with the prior written permission of the third party and such permission shall be shared with the Client in advance.

#### 5.10 COMPLIANCE:

1. The Service Provider hereby agrees that it shall comply with all applicable laws, ordinances, regulations in performing of its obligations and the Services hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at

any time during the term of this Agreement, the Client is informed that the Service Provider is or may be in violation of any law, ordinance, regulation, (or if it is so decreed or adjudged by any court, tribunal or other authority), the Service Provider shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, the Service Provider shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, applicable to it from time to time, including records and returns as applicable under labor legislation such as Provident Fund, ESI, etc.

2. The Service Provider shall comply with all anti-bribery and anti-corruption laws applicable in the jurisdictions in which it works, and shall ensure its Personnel and subcontractors (if any) comply with all such laws.
3. The client hereby agrees that it shall comply with all applicable laws, ordinances, regulations in performing of its obligations, including the procurement of licenses, permits and certificates and payment of taxes where required. The client shall be liable to pay all damages to concerned government authority for default/breach for not maintaining records as required by applicable laws.

#### 5.11 TERMINATION:

1. Each of the Parties ("Terminating Party") shall have the right to terminate this Agreement or a duly executed Work Order for cause with immediate effect upon giving written notice of termination to the other ("Defaulting Party") if the Defaulting Party commits a material breach of this Agreement which is incapable of remedy or which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the receipt by it of a written notice from the Terminating Party identifying the breach and requiring its remedy.
2. Either Party may terminate, for convenience, this Agreement after providing thirty (30) days prior written notice or in case of a duly executed Work Order after providing fifteen (15) days prior written notice to the other Party of its intent to terminate.
3. In the event this Agreement is terminated pursuant to the provisions of this clause, no further liabilities or obligations shall accrue to, except for any fees due and outstanding for Services provided up to the time of termination. Notwithstanding anything contained herein, expiry or early termination of this Agreement shall not impact provision of Services under a duly executed Work Order and the Work Order shall expire only after the completion the Services identified therein unless otherwise agreed by the Parties.
4. Upon termination or expiry of this Agreement:
  - a) the Parties shall immediately take steps to bring the performance of their obligations under a duly executed Work Order to a halt in a safe and orderly manner but with all reasonable speed and economy.
  - b) the Service Provider shall have no right to use any Confidential Information provided to Service Provider to perform its obligations under any Work Order for any purpose whatsoever;
  - c) the Service Provider shall, notwithstanding any lien or any other right to withhold the same, immediately deliver to the Client, all Client Items and Confidential Information provided to Service Provider to perform its obligations under a Work Order, documents containing information thereof and correspondence, minutes of meetings, records, reports and/or any other documents or data of any kind in its possession, custody or control relating to the Services; and
  - d) Clauses which by their nature require to survive expiry/termination of the Agreement or Work Order and shall continue to apply.
5. It is hereby agreed and understood by the Parties that the provisions of this clause shall neither limit nor restrict or preclude the Client from pursuing such further and other legal

actions, against the Service Provider for any breach or non-compliance of the terms of this Agreement or a Work Order.

#### 5.12 INDEMNITY AND LIMITATION OF LIABILITY:

Neither Party shall be liable to the other Party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either Party has been advised of the possibility of the incurrence by the other Party of any such damages.

#### 5.13 NON-SOLICITATION:

Unless otherwise agreed in written by the Parties, the Service Provider (including its officer, staff) and (including its officer, staff) agree that it shall not without the prior written consent of the Client, entice, solicit or seek to entice or solicit directly or knowingly with a view to offer employment to any of the Client's employees during the period of the Agreement and for a period of six months after the expiry or termination of the Agreement. The Service Provider and the Client also agree that neither party shall refer the employee of the Client for employment to a third party.

#### 5.14 SUBCONTRACT:

The Service Provider shall, subject to the prior written consent of the Client which may deny at its absolute discretion, have the right to subcontract any part of the Services. The appointment of a subcontractor shall be on the following terms:

- (a) where expressly consents to the subcontracting or delegation of any part of the Service Provider's obligations under this Agreement such consent shall be without prejudice to the Service Provider's continuing obligation to ensure that the subcontracting and/or delegated work is continued to be performed at all times in accordance with the requirements of this Agreement;
- (b) that as between the Service Provider and the subcontractor, all results emerging from such subcontracted and/or delegated work shall be owned by and exclusively licensed to the Service Provider for the limited purpose of completing the Services;
- (c) that the subcontractor shall be obligated in terms no less stringent than those set out in clause 5.7 above with respect to dealing and handling any Confidential Information.

#### 5.15 GOVERNING LAWS:

This Agreement shall be governed and interpreted in accordance to the laws of India and the courts at Lucknow only shall have exclusive jurisdiction in all matters arising out of this Agreement.

#### 5.16 ARBITRATION:

1. The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement,

including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the Services hereunder, or the breach hereof.

2. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder and which cannot be settled by mutual conciliation shall be referred within fifteen (15) days to Arbitration to be held at Lucknow in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed jointly by and the Service Provider.
3. The award of the Arbitrator shall be final and binding on Parties.

#### 5.17 UNDERTAKING:

The Service Provider hereby represents that it has not and shall not itself or through any of its Personnel given or give or promise to give any money or gift to any employee/official of Client to influence their decision regarding this Agreement, nor shall it exert or utilize any unlawful influence through a promise to pay a commission, percentage, brokerage or contingent fee to secure or solicit any extension hereof.

#### 5.18 INSPECTION AND RIGHT TO AUDIT:

1. The Service Provider shall keep complete and accurate records of all activities, expenses and compliance under applicable laws relating to the Services under this Agreement.
2. The Service Provider shall, upon reasonable time, allow the Client, its officers, auditors and/or its authorized persons, the opportunity of inspecting, examining and auditing, the Service Provider's operations and business records which are directly relevant to the Services, as set forth in this Agreement. The Service Provider will co-operate with Client to assure a prompt and accurate audit of the Services. Such audits or reviews will be at the expense of Client. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Service Provider will reimburse for overcharges and for the cost of the audit.

#### 5.19 FORCE MAJEURE:

Neither Party shall be considered in default in the performance of its obligation under the Agreement, if such performance is prevented or delayed on account of war, civil commotion, strike, epidemics, accidents, fires, unprecedented floods, earth quake or because of promulgation of any law or regulations by the Government, unforeseen breakdowns or account of any other Acts of God. At the time of occurrence of a force majeure condition, the affected party shall give a notice in writing within fifteen (15) days from the date of occurrence of the force majeure condition indicating the cause of force majeure condition and the period for which the force majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its obligation under the Agreement owing to the force majeure condition continuing for more than thirty (30) days, both Parties shall consult each other regarding the continuation of the Agreement including early termination as set forth in clause 5.10 above.

## 5.20 NOTICES:

1. All notices under this Agreement shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to either Party at the address mentioned in Annexure 1 hereto.
2. Notice shall be deemed to have been served when received in person or properly addressed by registered post or by courier or by speed post. Either Party shall be entitled to change the aforesaid details by giving immediate intimation in writing to the other Party.

## 5.21 MISCELLANEOUS:

1. Severability: The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.
2. Non-Assignment: Neither Party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party. Publicity: The Service Provider shall not use the name and/or trademark/logo of the Client, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Client.
3. Waiver: No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Agreement neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.
4. Entire Agreement: This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence/agreements/ understanding. Any amendment, modification, change or revision to this Agreement as mutually agreed between the Parties hereto shall be made in writing. The Service Provider will provide the Services only on the terms and conditions set out in this Agreement and any other terms and conditions presented by the Service Provider (whether on any purchase order or otherwise) are hereby expressly rejected in favour of these terms and conditions.
5. Non-Exclusive Agreement: This Agreement is on a non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to Client; and the Client shall be free to engage any other Service Provider/s or may entrust services similar to the Services or any part thereof to any other person/s.
6. Non-Compete: The Service Provider shall not use contacts made as a result of providing the Services under any Work Order to solicit or accept business directly or indirectly for

themselves or for any third party and the Service Provider shall not publicise any business activities other than those of whilst performing the Services.

7. Authority to Sign: Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement.

## 5.22 FRAUD AND CORRUPTION

The Service Provider, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, Invest UP:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - I. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - II. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of "Invest UP" and includes collusive practices amongst the Empanelled CA/Technical Consultant/Valuer/Engineering Firm (prior to or after submission of proposals) with Service Provider empanelled with Invest UP, designed to establish prices at artificial, non-competitive levels and to deprive "Invest UP" of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Empanelled CA/Technical Consultant/Valuer/Engineering Firm was engaged in corrupt/fraudulent/coercive activities in getting the contract in question.
- c) Will cancel the Empanelled CA/Technical Consultant/Valuer/Engineering Firm's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- d) Will cancel the contract if at any stage it comes to know that the selected Empanelled CA/Technical Consultant/Valuer/Engineering Firm has any relation with any of the members of Proposal Evaluation Committee (PEC) or the decision-making authorities.

## Section 6: Annexures and Appendix

Annexure A: Eligibility Criteria			
S.N.	Criteria	CA Firm	Technical Consultants/ Valuers/Engineers
1.	Who may apply	Partnership, LLP, with its head office situated in Uttar Pradesh.	Individual / sole proprietorship, partnership, LLP, LLC. Firms/Entities
2.	Qualification	i Member of (ICAI/ICWAI)/ICWAI at least for the preceding ten years.	i. Qualified with bachelor's degree in Civil//Mechanical/Electrical/ disciplines of engineering from a recognized university.
3.	Essential criteria		
	Applicant as individual	Not Applicable	<ol style="list-style-type: none"> <li>1. Registered with the Institute of Engineers or institution of valuers.</li> <li>2. Registered with Insolvency &amp; Bankruptcy Board of India in the valuation category of either land &amp; building and plant &amp; machinery.</li> </ol>
	Applicant as partnership firm or LLP	1. The designated partner should be exclusively handling GST/ Indirect Tax assignments within the firm for a minimum period of preceding 5 years.	<ol style="list-style-type: none"> <li>1. Registered with the Insolvency &amp; Bankruptcy Board of India in two categories of valuers for 'Land and building' and valuers for 'plant and machinery'</li> <li>2. On panel of any public sector Bank as 'Lender's Independent Engineers'</li> <li>3. At least 1 active member to be registered with the Institute of Engineers/ Institute of Valuers</li> </ol>
Applicant as company	Not Applicable.	<ol style="list-style-type: none"> <li>1. Registered with the Insolvency &amp; Bankruptcy Board of India in two categories of valuers for</li> <li>2. 'Land and building' and valuers for 'plant and machinery'</li> <li>3. On panel of any public sector Bank as 'Lender's Independent Engineers'</li> <li>4. At least 1 full time director having Board position to be registered with the Institute of Engineers/Institute of Valuers.</li> </ol>	

Annexure A: Eligibility Criteria			
S.N.	Criteria	CA Firm	Technical Consultants/ Valuers/Engineers
4.	No. of years of experience	10 years. Out of the same, the applicant should have experience of at least 5 years in GST/indirect taxes of any Government Department or state/ central PSU.	10 years. Must be on the panel of at least 3 PSU/ PSU banks & FIs/ Government NBFCs
5.	Gross receipts (Rs., lakhs) average of preceding 3 years (2020-21, 2021-22, 2022-23)		
	Applicant as individual	Not applicable	20
	Applicant as partnership firm or LLP	50	50
	Applicant as company	Not applicable	50
6.	No. of assignments with public sector Banks/all India FIs/ other public sector entities.	10 assignments completed successfully (last 5 years orders placed to be enclosed)	10 assignments completed successfully (last 5 years orders placed to be enclosed)
7.	Age limit	Not more than 60 years as on application date for individuals, or one active partner undertaking the assignment.	Not more than 60 years as on application date for individuals, any one active partner/ any one full time active director of company.

Annexure B: Evaluation / Ranking Matrix			
SI No	Parameter	Evaluation Criteria	Maximum Marks
1.	Turnover		20 Marks
Firm	The Applicant should have achieved an Average Annual Turnover of Rs.50 Lakhs (Rupees Fifty Lakhs) during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Applicant during last 3 years shall be divided by 3. Certificate from the statutory Auditor and Copy of supporting documents to be submitted. Documentary evidence: Certificate in original in the prescribed format in the RFP and Copy of supporting documents to be submitted.	Rs. 50 lakhs $\leq x <$ Rs. 60 lakhs: 10 marks Rs. 60 lakhs $\leq x <$ Rs. 70 lakhs: 15 marks Rs. 70 lakhs $\leq x <$ Rs. 80 lakhs: 20 marks (where 'x' is average turnover during the preceding 03 years)	
Individual	The Applicant should have achieved an Average Annual Turnover of Rs.20 Lakhs (Rupees Fifty Lakhs) during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Applicant during last 3 years shall be divided by 3. Certificate from the statutory Auditor and Copy of supporting documents to be submitted.	Rs. 20 lakhs $\leq x <$ Rs. 30 lakhs: 10 marks Rs. 30 lakhs $\leq x <$ Rs. 40 lakhs: 15 marks Rs. 40 lakhs $\leq x <$ Rs. 50 lakhs: 20 marks (where 'x' is average turnover during the preceding 03 years)	

Annexure B: Evaluation / Ranking Matrix			
Sl No	Parameter	Evaluation Criteria	Maximum Marks
	Documentary evidence: Certificate in original in the prescribed format in the RFP and Copy of supporting documents to be submitted.		
2	Experience – Number of Years		20 marks
Firm	Members should be registered with Institute of ICAI/ICWAI since last 10 years Documentary evidence: Copy of membership certificate issued by ICAI/ICWAI to be submitted and copy of membership card of the Partners.  Five Marks would be given to the Firm with GST Consultant. (One mark for each GST Consultant subject to maximum of 5 GST Consultants)	10 years $\leq x < 15$ years: 5 marks 15 years $\leq x < 20$ years: 10 marks 20 years $\leq x$ : 15 marks  (where 'x' is years of experience as on 01.01.2023)	
Individual	Registered with the Institute of Engineers or institution of valuers. Documentary evidence: Copy of registration certificate issued by the Institute .	10 years $\leq x < 15$ years: 10 marks 15 years $\leq x < 20$ years: 15 marks 20 years $\leq x$ : 20 marks  (where 'x' is years of experience as on 01.01.2023)	
3	Experience – Number of Projects		30 marks
Firm	The Applicant in last 3 years i.e. (2020-21, 2021-22 & 2022-23) should have been in panel of minimum 04 (Four) Govt. Department/ Public Sector Bank for Statutory Audit work. Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.	1 assignment = 3 Marks  (Up to a Maximum of 30 Marks for 10 assignments)	
Individual	The Applicant in last 3 years i.e. (2020-21, 2021-22 & 2022-23) should have been in panel of minimum 02 (two) Govt. Department/ Public Sector Bank for Statutory Audit work. Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.	1 assignment = 3 Marks  (Up to a Maximum of 30 Marks for 10 assignments)	
4	Similar Experience – Number of Projects		30 marks
	The Applicant experience in similar assignment (examination & validation of expenditures for disbursement of subsidy/ incentives under any Govt. Policy)  Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.	1 assignment = 5 Marks  (Up to a Maximum of 30 Marks for 06 assignments)	

Annexure B: Evaluation / Ranking Matrix			
Sl No	Parameter	Evaluation Criteria	Maximum Marks
Individual	<p>The Applicant experience in similar assignment (examination &amp; validation of expenditures for disbursement of subsidy/ incentives under any Govt. Policy)</p> <p>Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted</p>	<p>1 assignment = 5 Marks</p> <p>(Up to a Maximum of 30 Marks for 06 assignments)</p>	
	TOTAL		100 marks

Annexure C: APPLICATION FORMAT FOR EMPANELMENT AS TECHNICAL CONSULTANTS/ VALUERS/ ENGINEERS

A. General Information

S.N.	Particulars	Details (enclose supporting documents, wherever required)
1.	Category	
2.	Name of the Applicant	
3.	Constitution of Applicant	
4.	Date of Birth/Date of Incorporation	
5.	Office Address (Head Office)	
6.	Telephone	
7.	Email-id	
8.	PAN	
9.	GST No.	
10.	Chartered Engineer Certificate No. & Date	
11.	Registration –Certificate with Insolvency and Bankruptcy Board of India (IBBI)	
12.	Letters of engagement as Lenders Independent Engineers	
13.	Membership of any other national or international body of Appraisers/Valuers	
14.	General Profile of the Applicant	Provide details on separate sheet
15.	Recent Photograph of the key person/s along with name/s whose credentials is being considered for satisfaction of Qualification criteria	
16.	Name of key persons, their qualification & age a) b) c)	
17.	Membership of key persons/applicant with professional associations	
18.	Registration of key persons/applicant with various authorities	
19.	No. of full time professionals in the firm and the composition of the professionals – engineers, MBAs, Chartered Accountants, etc.	Provide details on separate sheet
20.	Presence by way of regional offices in how many states	Provide details on separate sheet
21.	List of Financial Institutions/Banks/State Customs Dpt. With which the Applicant is already empaneled	

B. Eligibility Criteria

Sl.No.	Particulars	Whether meets eligibility criteria (Yes/No) Provide necessary details and enclose documentary proof in satisfaction of each of the eligibility criteria)
1.	Constitution of Applicant for meeting eligibility criteria (Provide a copy of constitutional documents in support of this criteria)	
2.	Qualification for meeting eligibility criteria	
3.	No. of years of Experience for meeting eligibility criteria	
4.	Gross Receipts for meeting eligibility criteria (Besides financial statements, a certificate from the Chartered Accountant, shall be provided in support of this criteria).	
5.	No. of Valuation assignments with PSUs, etc. for meeting eligibility criteria	
6.	Age limit for meeting eligibility criteria	

Annexure D: APPLICATION FORMAT FOR EMPANELMENT AS CA FIRM

**I. General Information**

S.N.	Particulars	Details (enclose supporting documents, wherever required)
1.	Category	
2.	Name of the Applicant	
3.	Constitution of Applicant	
4.	Date of registration / Incorporation	
5.	Office Address (Head Office)	
6.	Telephone	
7.	Email-id	
8.	PAN	
9.	GST No.	
10.	Membership of any other national or international body of Auditors	
11.	General Profile of the Applicant	Provide details on separate sheet
12.	Recent Photograph of the key person/s along with name/s whose credentials is being considered for satisfaction of Qualification criteria	
13.	Name of key persons, their qualification & age a) b) c)	Name of all partners, their qualification & age
14.	Membership of Partners, their Qualifications and Age	
15.	Registration of key persons/applicant with various authorities	

16.	Nos. and qualifications of key professionals in employment of Audit firms	Provide details on separate sheet
17.	Presence by way of regional offices in how many states	Provide details on separate sheet
18.	List of Government Departments/State PSUs/Central PSUs where Applicant is already empanelled	

**II. Eligibility Criteria**

Sl.No.	Particulars	Whether meets eligibility criteria (Yes/No) Provide necessary details and enclose documentary proof in satisfaction of each of the eligibility criteria)
1.	Constitution of Applicant for meeting eligibility criteria (Provide a copy of constitutional documents in support of this criteria)	
2.	DISA qualified support documents	
3.	RBI registration support document	
4.	Qualification for meeting eligibility criteria	
5.	No. of years of Experience for meeting eligibility criteria	
6.	Gross Receipts for meeting eligibility criteria (Besides financial statements, a certificate from the Chartered Accountant, shall be provided in support of this criteria).	
7.	No. of assignments with PSUs, etc. for meeting eligibility criteria	
8.	Age limit for meeting eligibility criteria	

(If required separate sheet may be used as enclosure for providing the details for any above columns)

Annexure E: Scope of Work	
CA	<ol style="list-style-type: none"> <li>1. Verification &amp; Certification of Capital Investment done by the investor</li> <li>2. Inspection and physical Verification</li> <li>3. Examination of Viability Reports/ DPRs</li> <li>4. Verification of Installed Production Capacity and capacity utilization thereof</li> <li>5. Verification of source of Finance</li> <li>6. GST payments made, credit availed and other related info thereof</li> <li>7. The Applicant shall also be required to access the portal (Nivesh Mitra) for extracting any information or other detail on need basis.</li> </ol>

	8. MIS. Work as required and updated under the policy and respective guidelines and GOs from time to time.
Valuers	<ol style="list-style-type: none"> <li>1. Physical Examination of installation &amp; verification of Capital Investment at site (land, building and plant &amp; machinery) under the respective policies, guidelines, and relevant GO's</li> <li>2. Valuation of assets including but not limited to Land &amp; Building, Plant and Machinery, Other constructions and Civil works of industrial Units.</li> <li>3. The Applicant shall also be required to access the portal (Nivesh Mitra) for extracting any information or other detail on need basis.</li> <li>4. Misc. other works</li> </ol>

Appendix I: Letter of Proposal Chartered Engineers

To,  
XXX

Dear Sir,

Sub: Proposal for "EMPANELMENT OF CHARTERED ENGINEERING (VALUERS) FIRMS"/CONSULTANTS/CA FIRMS

With reference to your RFP document dated\_\_\_\_/\_\_\_\_/\_\_\_\_\_, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.

All information provided in the Proposal and in the Appendices is true and correct. I/We shall make available to INVEST U.P. any additional information it may find necessary or require supplementing or authenticate the application.

I/We acknowledge the right of INVEST U.P. to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.

I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to bid for the Services, without incurring any liability to the Applicants.

I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by INVEST U.P. in connection with the Empanelment of the Applicant, or in connection with the Empanelment Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.

I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the activities/ Right is not awarded to me/us or our Proposal is not opened.

I/We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.

I/We agree and undertake that the authorised signatory in Appendix- VI shall represent the company in all matters pertaining to the Empanelment Process. No third person, consultant, agency shall represent the company in all matters pertaining to the Empanelment Process.

I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.

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

Yours faithfully,

Date:	(Signature of the Authorised signatory)
Place:	(Name and designation of the of the Authorised signatory)
Name and seal of Applicant	

**Appendix II: Letter of proposal for Chartered Accountant**

Date:

To,  
The Nodal Officer  
Invest UP

Sub: Proposal for “EMPANELMENT OF CHARTERED ENGINEERING (VALUERS) FIRMS”/CONSULTANTS/CA FIRMS

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Service Provider for undertaking the Assignment.
4. We shall make available to Invest UP any additional information it may find necessary or required to supplement or authenticate the Bid.
5. We acknowledge the right of Invest UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises. (Appendix IV) as a non-debarment affidavit is a mandatory required. It needs to be attached in the technical bid, in addition to the cover letter).
7. We declare that:

- We have examined and have no reservations to the Bidding Documents, including any Addendum issued by Invest UP.
  - We do not have any conflict of interest in accordance the RFP document.
  - 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 into with Invest UP or any other public sector enterprise or any government, Central or State; and
  - We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Service Providers to Bid for the Assignment, without incurring any liability to the Service Providers, in accordance with the RFP document.
  9. We understand that, in case of any fact found false, the proposal shall be treated as cancelled even after award of LoA.
  10. We declare that we are not a member of any other firm submitting a Proposal for the Assignment.
  11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
  12. 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.
  13. 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.
  14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Invest UP of the same immediately.
  15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Invest UP in connection with the selection of the Service Provider, or in connection with the Bidding Process itself, in respect of the abovementioned Assignment and the terms and implementation thereof.
  16. In the event of our being declared as the successful Service Provider, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17. We have studied all the Bidding Document 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 Invest UP or in respect of any matter arising out of or concerning or relating to the Bidding Process.
18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
19. We offer an EMD of Rs. 3,00,000/- (Rupees Thirty Lakhs only) to Invest UP in accordance with the RFP Document.
20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
21. We agree to keep this offer valid for 365 days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

For and on behalf of (Name of Service Provider)

Duly signed by the Authorized Signatory of the Service Provider

(Name, Title and Address of the Authorized Signatory)

Appendix III: Financial Capacity of the applicant

Financial Capacity

Sl. No.	Financial Years	Annual Turnover (Rs.)
1	2020-21	
2	2021-22	
3	2022-23	
	Average Turnover	

Certificate from the statutory Auditor

This is to certify that ----- (name of the Applicant) has annual Turnover is as shown above the respective years.

Date:

(Signature, Name and Designation of the Authorized Signatory)

Name and seal of the audit firm (CA Letterhead)

(Supporting financial statements and relevant documents are to be furnished.)

## Appendix IV: Non-Blacklisting self-declaration

Appendix -- Self Declaration  
(Should not have been black listed)

*(On the letterhead of the Service Provider)*

I / We agree that the decision of the Authority in relation to RFP for "EMPANELMENT OF CHARTERED ENGINEERING (VALUERS) /CA Firms IN DIRECTORATE OF INDUSTRIES", addition or deletion will be final and binding to me / us. I / We confirm that we have not been blacklisted by Central or State Governments & PSUs as on the date of Application

Name of the Service Provider.....

Signature of the Authorised Person.....

Name of the Authorized Person.....

Appendix V:- Format for Power of Attorney for Signing of Proposal

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. .... (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for Selection of an "EMPANELMENT OF CHARTERED ENGINEERING (VALUERS)/CA FIRMS IN Invest UP, Government of Uttar Pradesh (the "INVEST U.P. ") including signing and submission of all documents and providing information/responses to the Client in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_ Day of \_\_\_\_ 2022

For \_\_\_\_\_

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Date: .....

Note:

1. To executed only if the Bidder is a Company, Agency or firm.
2. 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. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**Appendix VI: Term of the Agreement**

Date of Execution of this Agreement: ----

Place of Execution of this Agreement: LUCKNOW,

Party 1:

\_\_\_\_\_, having registered office at - \_\_\_\_\_(herein referred to as "Client" which expression shall unless repugnant to the context include its successors and permitted assigns).

Party 2:

Service Provider, a company incorporated in India under the Companies Act 1956 having its working office at .....(herein referred to as "Empanelment Agency" which expression shall unless repugnant to the context include its successors and permitted assigns)

Effective Date of the Agreement:

Term of the Agreement: The Term of this Agreement shall commence on its Effective Date and remain in full force and effect for a term of initial three (3) years, or until \_\_\_\_\_.

IN WITNESSES WHEREOF the parties have signed this Agreement on this date, month and year first above written in the presence of following Witnesses:

For CLIENT:

For and behalf of Service Provider

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



**NON-DISCLOSURE AGREEMENT**

This Agreement is made on the day and date mentioned herein below ("Effective Date")

BETWEEN

Invest UP , a ----- (hereinafter referred to as "Disclosing Party") and having its ..... (which term, wherever the context admits or permits, shall mean and include its administrators and permitted assigns) of the FIRST PART.

And

.....a company/Firm and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Receiving Party", which expression shall, unless repugnant to the subject or context thereof, include its successors and permitted assigns) of the SECOND PART

Disclosing Party and the Receiving Party shall hereinafter sometimes individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS

- A. Disclosing Party is a company engaged in the business of Staffing Services
- B. Receiving Party is carrying on \_\_\_\_\_
- C. For the Purpose set out hereinabove the Disclosing Party shall provide the Receiving Party with certain Confidential Information as defined in Clause 1(c) herein below.
- D. Receiving Party agrees to protect and preserve the confidentiality of such Confidential Information provided by Disclosing Party by preventing its unauthorized disclosure and use in accordance with the terms of this Agreement exclusively for the Purpose.
- E. Receiving Party agrees to hold such Confidential Information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the Purpose mentioned in this Agreement.

IT IS AGREED AS FOLLOWS:

**DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

(A) "Agreement" shall mean: this Agreement (including any schedule or annexure to it and any document in agreed form).

(B) "Confidential Information" shall mean: such information as the Disclosing Party may provide in any form whether oral, graphic, written, electronic or

machine-readable form on any media, to the Receiving Party, concerning the purpose including but not limited to:

- i. General and specific business information.
- ii. Marketing information.
- iii. Production methods and processes.
- iv. Information about clients and suppliers.
- v. Information in respect of trade secrets and intellectual property and know-how.
- vi. Business plans, product range and profile, raw materials, specifications, methods, formulae, computer programs;
- vii. Process designs, process models and techniques employed.
- viii. Information relating to other matters considered and stated to be confidential by either party
- ix. Information disclosed by any related company of either party.
- x. Employees related personal information
- xi. Or any future information which become confidential in nature

Any such orally transmitted information shall be confirmed in writing by the Disclosing Party clearly marked as "Proprietary/Confidential", within seven days of such oral disclosure.

(C) "Related Company" in relation to a Party means, the holding company or subsidiary or joint venture of that Party or the Subsidiary or joint venture of the holding company of that Party which are operating under common control;

(D) "Representatives" as to any Party shall means any of its directors, officers, employees and consultants, financial advisors or authorized service providers who have a need to know and being directly involved in the implementation of the Purpose or for compliance, internal procedures, legal or regulatory purposes.

#### 1. USE OF THE CONFIDENTIAL INFORMATION

In consideration of the Disclosing Party agreeing to make the Confidential Information available to the Receiving Party, Receiving Party agrees with Disclosing Party as follows:

(a) Receiving Party will not make any use of the Confidential Information except for the purpose of executing the arrangement mentioned hereinabove and in particular (but without limitation) will not use any of the Confidential Information for any other purpose, commercial or otherwise;

(b) Receiving Party will use Confidential Information only for the Purposes mentioned hereinabove with Disclosing Party. For greater certainty, Receiving Party shall not use or modify Confidential Information as the basis for the design or creation of any other product, technology or information or use any of the Confidential Information directly or indirectly to compete against Disclosing Party or use the Confidential Information in any manner which might be detrimental to Disclosing Party.

(c) Receiving Party shall keep separate all Confidential Information and all information data, analysis, reports etc. generated by Receiving Party based

thereon from all documents and other records of Disclosing Party and Receiving Party related to the Purposes of this Agreement;

(d) Receiving Party will hold the Confidential Information in the strictest confidence and will not disclose or divulge any part or let of such information be identified or assumed, save as permitted by Clause 2(e) below to any third party without Disclosing Party's prior written consent which may be withheld or given on such terms and conditions as Disclosing Party may consider appropriate;

(e) Receiving Party will restrict access to the Confidential Information to such of its Representatives as strictly need to have access for the purpose of executing the arrangement and Receiving Party will impose upon all such person's obligations of confidentiality equivalent to those contained in this Agreement and Receiving Party will be responsible for ensuring that all such persons comply with these obligations;

(f) Receiving Party shall not make copies of or reproduce any of the Confidential Information nor shall it permit copies of the Confidential Information to be made unless the same is strictly required for the purposes of its evaluation by Receiving Party and approved in writing by Disclosing Party;

(g) Receiving Party shall not file any patent application or other similar protection for inventions solely or partly based on Confidential Information.

(h) The Disclosing Party may at any time, request the Receiving Party in writing to return the Confidential Information and the Receiving Party will return the same forthwith. Upon accomplishing the Purposes abovementioned, Receiving Party shall forthwith return all Confidential Information, retaining no copies and expunge it from any computer, word processor or other like device except one copy for the purpose of its confidential records.

(i) Nothing contained in this agreement shall be construed by implication or otherwise as an obligation on the part of either Party to enter into any further agreement with each other, or prevent either Party from entering into agreements with others.

(j) The undertaking contained in this Clause 1 shall continue in full force and survive the date of termination/ expiry of this Agreement between the Parties.

(k) Any intellectual property made as a result of instructions issued by Disclosing Party or using Confidential Information provided by Disclosing Party will be the sole property of the Disclosing Party and the Receiving Party shall not use such product in full or in part without prior written approval of the Disclosing Party.

## 2. EXCEPTION TO RESTRICTIONS

The restrictions and confidentiality obligations contained in Clause 1 above shall not apply:

(a) to any disclosure of Confidential Information authorized by Disclosing Party in writing;

(b) information, which at the time of disclosure is already or subsequent to the disclosure comes in the public domain through no breach of this Agreement; or

(c) information, which is in possession of Receiving Party prior to disclosure by the Disclosing Party (if the Receiving Party can prove such knowledge to the Disclosing Party by documentary evidence); or

(d) information, which is hereafter lawfully disclosed by a third party to Receiving Party, which information such third party did not acquire under an obligation of confidentiality to the Disclosing Party; or

(e) any information independently developed or acquired by Receiving Party without reference to or reliance upon Confidential Information as evidenced by Receiving Party's written records; or

(f) information which is or becomes available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party; or

(h) is required by law to be disclosed before a competent Court, Tribunal or Authority, provided that unless restricted by law, the Receiving Party, shall notify the Disclosing Party in writing promptly that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy form any court or tribunal at its cost.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 Disclosing Party doesn't make any representation or warranty as to the accuracy or completeness of the Confidential Information.

3.2 Disclosing Party represents and warrants that the use of the information will not infringe or violate any patent or other proprietary rights of a third party.

3.3 Receiving Party acknowledges that the information is provided "as is" and without any representation or warranty, express or implied, by the Disclosing Party, as to the accuracy or completeness of the information or any warranty.

3.4 Receiving Party represents and warrants that it shall protect the Confidential Information received with at least the same degree of care used to protect its own confidential information from unauthorized use or disclosure.

3.5 Receiving Party acknowledges that all information disclosed by the Disclosing Party in pursuance of this Agreement shall at all times remain the property of the Disclosing Party. No rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under patent, invention, discovery, copyright or other industrial property right held or licensable by either party.

3.6 Receiving Party shall not mention or otherwise use the name or trademark of Disclosing Party or its related company in any publication, press release, promotional material or other form of publicity without the prior written consent of the Disclosing Party.

### 4. INDEMNITY

Receiving Party will be responsible for any breach of any of the terms of this Agreement by Receiving Party or any of its employees and Receiving Party shall be liable to indemnify and hold Disclosing Party harmless against any losses, costs, claims, damages or expenses incurred by Disclosing Party either as a result of the unauthorized disclosure by Receiving Party of any of the Confidential Information or as a result of the breach of any of the terms of this Agreement.

#### 5. SPECIFIC PERFORMANCE

The Receiving Party acknowledges that its breach of this Agreement or of Representatives of any of its obligations under this Agreement shall cause the Disclosing Party irreparable harm, for which monetary damages will be an inadequate remedy. Therefore, in the event of any such breach, the Disclosing Party shall be entitled, in addition to any other remedy available under this Agreement, at law or in equity, to injunctive relief, and other equitable relief for such breach or the material threatened breach of this Agreement.

#### 6. VARIATION

No change in this Agreement shall be effective unless in writing, signed by duly authorized representatives of the Parties hereto.

#### 7. WAIVER

Any delay / failure of Disclosing Party to enforce or to exercise, at any time or for any period of time, any term or any right arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Disclosing Party's right to enforce and exercise any other term or right or provisions of this agreement.

#### 8. INVALIDITY

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction and the Parties shall amend such provisions in such reasonable manner, which achieves the Purposes of this Agreement without invalidity, illegality or unenforceability.

#### 9. ASSIGNMENT

This Agreement shall be binding upon and inure for the benefit of the successors in title of Disclosing Party but shall not be assignable by Receiving Party without the prior written consent of Disclosing Party, which consent shall not be unreasonably withheld, conditioned or delayed. Either Party may assign its rights and obligations under this Agreement to: (i) related company; or (ii) any entity which acquires all or substantially all of its capital stock or assets related to this Agreement through purchase, merger, consolidation, or otherwise.

#### 10. ANNOUNCEMENT

No announcement or statement concerning this Agreement (including its existence) or the subject matter of, or any matter referred to in this Agreement shall be made or issued by or on behalf of either party without the prior approval of the other.

11. NO GRANT OF RIGHTS

Disclosing Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under patent, invention, discovery, copyright or other industrial property right held or licensable by Disclosing Party.

12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the Entire Agreement between the Parties and supersedes all prior negotiations, understandings and oral or written agreements between the parties, relating to the subject matter hereof.

12.2 Nothing contained in this Agreement shall be construed by implication or otherwise as an obligation on the part of either party to enter into any further agreement with each other or to continue any discussions or create or continue any business relationship with each other or prevent either party from entering into agreements with others.

12.3 This Agreement does not create any agency or partnership relationship between the parties and neither party may bind or is responsible for the acts of the other party or the other party's Representatives.

13. NOTICES

13.1 Notices, demands or other communications required or permitted to be given or made hereunder shall be by electronic mail or in writing and delivered personally or sent by registered post, or by legible telefax addressed to the intended recipient at:

.....  
Address: \_\_\_\_\_  
Attention: [insert name]  
E-Mail: [insert]

AName of the Service Provider  
Address:  
Attention:  
E-Mail:

(Or to such address or telefax as any Party may from time to time duly notify in writing to the other Party)

13.2 Any such notice, demand or communication shall unless the contrary is proved, be deemed to have been duly served (if given or made by electronic mail or telefax) on the next following business day in the place of receipt or (if given or made by registered letter) forty-eight (48) hours after posting and in proving the same it shall be sufficient to show in the case of a latter, that the envelop containing the same was duly addressed, correctly stamped and posted and, in the case of a telefax, that such telefax was duly dispatched to a current telefax number of the addressee.

14 Disputes Resolution

Any dispute relating to, arising out of or in relation to this agreement shall be amicably settled by mutual discussion between the parties. In the event that no settlement is reached within thirty (30) days from the first Notification of the same in writing by either party, the same shall be settled by a sole arbitrator appointed mutually by the Parties in accordance with Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder. The place of Arbitration shall be Delhi and Parties shall share the Arbitration costs equally.

15. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of India. Courts of Mumbai shall have exclusive jurisdiction over the matter. Each Party shall bear its own cost of preparing and presenting its case.

16. TERM

This Agreement is effective as of the Effective Date and shall be valid until terminated by either Party. The obligations of confidentiality under this Agreement shall remain in effect during the term of agreement and two years post termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THIS AGREEMENT has been signed on day and date mentioned herein below. .

For _____	For Service Provider
By:	By:
Name:	Name:
Title:	Title:

## Appendix VIII: Affidavit

I/we hereby apply for empanelment as CA Firm/Technical Consultants/Valuers/Engineers in your institution and declare that:

1. I/We declare that the particulars furnished above are true to the best of my/our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with Invest UP.
2. I/We understood and accept that empanelment shall be at the discretion of Invest UP as per requirement and PICUP has a right to reject our application without assigning any reasons therefor.
3. I/We shall submit the reports as per standard formats prescribed by the Invest UP with correct and full information and without negligence.
4. If my/our application for empanelment in Invest UP is considered favourably, I/we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by Invest UP from time to time;
5. I/we understand that Empanelment as such does not guarantee award of assignments by Invest UP.
6. I/We understand that Empanelment is subject to periodical review by Invest UP.
7. I/We understand that Invest UP reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever.
8. The verification/certification/valuation shall be conducted on the basis of accepted principles as also the criteria/terms of reference specified by Invest UP from time to time;
9. I/We shall maintain secrecy of the business allotted by Invest UP;
10. I/We shall not enter into any financial transaction with the PICUP's clients to the detriment of Invest UP's interest;
11. Under no circumstances, I/we shall use the name or logo of Invest UP in our correspondence with any other institution/agency;
12. If any wrong certification is detected, I/we hereby consent that Invest UP may take steps as deemed fit;
13. I/We undertake to keep Invest UP informed of any events or happenings which would make me ineligible for empanelment as a Technical Consultants/Valuer/Engineer.
14. I/We have not concealed or suppressed any material information, facts and record and I have made a complete and full disclosure;
15. I/We am/are a citizen/incorporated/registered in India;
16. I/We have not been convicted of any offence and sentenced to a term of imprisonment;

17. I/We have not been found guilty of misconduct in professional capacity; neither have I been removed from the panel of any central or state PSU/ Bank or public sector FI on account of non-performance, work found below standards, or malfeasance,
18. I/We are not an un-discharged insolvent; and
19. I/We have not been convicted of an offence connected with any proceeding under the Income Tax Act, 1961, Wealth Tax Act, 1957, Gift Tax Act, 1958, Customs Act, 1962, Central Excise Act 1944 or CGST Act, 2017.
20. I/We hereby understand that Invest UP at any point of time may discontinue the empanelment without giving any reasons, to this effect, I/we have no objection.
21. I/We undertake that if any assignment is awarded, I/we shall not sub-contract the assigned work.
22. I/We shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the assessment, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the report becomes public whichever is earlier.
23. I/We while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record should be maintained till the disposal of the case.

Date:

Place:

SIGNATURE OF THE APPLICANT

*(To be signed by the individual/authorized signatory of the firm/company)*