

# **Request for Proposal (RFP)**

**For**

**Appointment of Chartered Accountant Firm for Accounting, Income Tax, GST, Audit assistance and related works at Uttar Pradesh Small Industries Corporation Ltd.**



**Uttar Pradesh Small Industries Corporation Ltd,  
(An Uttar Pradesh Govt. undertaking),  
110, Kanpur Rd, Industrial Estate, Fazalganj,  
Industrial Estate, Kanpur, Uttar Pradesh 208012**

**NOTICE INVITING TENDER  
FOR**

**Appointment of Chartered Accountant Firm for Income Tax, GST, Audit related works at Uttar Pradesh Small Industries Corporation Ltd.**

Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Kanpur, Uttar Pradesh invites technical and financial proposals from chartered accountant firms who have prior experience of working as Project Management Unit (PMU) with PSUs, State Government(s)/GoI and large industries.

This RFP document is being prepared to provide details about scope of work, expectations from Bidder, bidding procedure and can be downloaded from official website of UPSIC, or collected in hardcopy from UPSIC, Kanpur office at 110, Kanpur Rd, Industrial Estate, Fazalganj, Industrial Estate, Kanpur, Uttar Pradesh 208012.

Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications. This section provides general information about the Issuer, important dates and addresses, and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 6000.00 + 18% GST = INR 7080.00 is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of the "U.P. Small Industries Corporation Limited", payable at Kanpur, Uttar Pradesh.

Issuer:

Managing Director,

U.P. Small Industries Corporations Limited

110, Kanpur Rd, Industrial Estate, Fazalganj Industrial Estate,  
Fazalganj, Kanpur, Uttar Pradesh 208012

Phone: 0512-2241622, 0512-2236642

Fax: 0512-2213974

Email: [eeupsicknp@gmail.com](mailto:eeupsicknp@gmail.com)

## **Disclaimer**

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services and other requirements of the Authority as dealt with under the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The Bidder has to perform due diligence to understand complete, accurate, adequate, correct and reliable information.

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

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

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

The Authority may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for

the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder 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 the Authority, or any other costs incurred in connection with or relating to its Proposal. All payment of such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The Bidder on submission of the first Proposal shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this RFP, the Bidder shall independently arrive at the solution, which is suitable for the requirements of the Authority and shall recommend the same in its bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this RFP and shall be provided by the Bidder at no additional cost whatsoever.

## 1. Fact Sheet

| Sr. No. | Particulars                                             | Details                                                                                                                                                                                                                                                                                                                |
|---------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | RFP/ Tender Availability                                | 14.03.2024                                                                                                                                                                                                                                                                                                             |
| 2       | Proposal Due Date                                       | 21.03.2024                                                                                                                                                                                                                                                                                                             |
| 3       | Technical Proposal Opening                              | 22.03.2024                                                                                                                                                                                                                                                                                                             |
| 4       | Financial Bid Opening                                   | To be informed                                                                                                                                                                                                                                                                                                         |
| 5       | Letter of Award                                         | To be informed                                                                                                                                                                                                                                                                                                         |
| 6       | Start Date                                              | 01.04.2024                                                                                                                                                                                                                                                                                                             |
| 7       | Cost of Tender (Demand Draft)                           | INR 5000.00 + 18% GST = INR 5900.00                                                                                                                                                                                                                                                                                    |
| 8       | Earnest Money Deposit (EMD) in the form of Demand Draft | Rs. 50000.00 (Rupees Fifty Thousand Only)                                                                                                                                                                                                                                                                              |
| 9       | Performance Bank Guarantee                              | 3% of the Total Fees of the selected bidder                                                                                                                                                                                                                                                                            |
| 10      | Website for Tender Documents                            | Official website of UPSIC ( <a href="http://upsic.in">http://upsic.in</a> ) and Etender website <a href="https://etender.up.nic.in/nicgep/app">https://etender.up.nic.in/nicgep/app</a>                                                                                                                                |
| 11      | Method of Selection                                     | QCBS 70:30                                                                                                                                                                                                                                                                                                             |
| 12      | Contact Details                                         | Managing Director,<br>U.P. Small Industries Corporations Limited<br>110, Kanpur Rd, Industrial Estate, Fazalganj<br>Industrial Estate,<br>Fazalganj, Kanpur, Uttar Pradesh 208012<br>Phone: 0512-2241622, 0512-2236642<br>Fax: 0512-2213974<br>Email: <a href="mailto:eeupsicknp@gmail.com">eeupsicknp@gmail.com</a> , |

### Note:

1. Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

## 2. Background Information

Uttar Pradesh Small Industries Corporation Ltd (UPSIC) is a public sector undertaking of Government of Uttar Pradesh to promote industrialization and development of small-scale industrial units.

UPSIC intends to select a chartered accountant firm for assistance in Accounting, Direct and Indirect Taxation and Audit related task.

Notwithstanding anything else contained to the contrary in this Request For Proposal (RFP) document, UPSIC reserves the right to cancel / modify fully or partially the “RFP” or to reject one or more of the RFP response without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 3. Eligibility Criteria

The Bidder must possess the requisite experience, strength, and capability in providing the services necessary to meet the requirements as described in the RFP/ Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

| S.No. | Requirements                                                                                                                                                                                            | Documentary Evidence                                                                                                                                                                                                             |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | The Bidder should be a limited liability partnership (LLP) or a partnership firm validly incorporated and/or registered with ICAI and is required to have a valid PAN Card and GST Registration Number. | Bidder should submit the duly certified document as following: <ul style="list-style-type: none"><li>• Certificate of Registration with ICAI</li><li>• Copy of PAN Card</li><li>• Copy of GST Registration Certificate</li></ul> |
| 2.    | The Bidder should have a minimum experience of 25 Years as a practising firm/LLP in India and should have a head office in Kanpur for a continuous period of 25 years.                                  | Bidder should submit the self-certified documents of following: <ul style="list-style-type: none"><li>• Certificate of LLP registration in India or Partnership Deed</li></ul>                                                   |
| 3.    | The Bidder should have minimum 2 Partners (CA) out of which there should be at least 1 CA as well as should be DISA Qualified from ICAI as on 31-03-2023.                                               | Certificate of Membership and Practice as FCA & Self-Certified DISA<br><br>Certificates as issued by ICAI.                                                                                                                       |
| 4.    | The Bidder must have at least three years of working experience in Govt. Sector/ PSU/ Corporations/ Govt. Autonomous Bodies or                                                                          | Copy of allotment letter.                                                                                                                                                                                                        |

| S.No. | Requirements                                                                                                                                              | Documentary Evidence                                                                                                                                                                                                                            |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | Institutions as on the date of submission of proposal.                                                                                                    |                                                                                                                                                                                                                                                 |
| 5.    | Turnover: The Bidder should have average annual turnover of Rs.30 Lakhs during the last three financial years (2020-21, 2021-22 & 2022-23)                | Copies of Certified Audited Financial Statements along with Tax Audit Report.                                                                                                                                                                   |
| 6.    | The bidder should not have been debarred and/or blacklisted by any State/ Central Govt./ ULB/ Semi Government Organization/ PSU including Banks in India. | Bidder should submit Self declaration that the Bidder is not debarred and/or blacklisted as on the date of issue of the EOI. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head. |

**Note:**

- (a) In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.
- (b) Relevant documents in support of the above criteria must be enclosed failing which the bid will liable to be rejected.
- (c) Only successful qualifiers financial bids will be opened.

#### 4 Scope of Work

| S.No.    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <b>Goods and Service Tax GST</b> <ol style="list-style-type: none"> <li>1. Creation of E-Invoice.</li> <li>2. Creation of E-Way Bill.</li> <li>3. Monthly GST Outward Supply Report preparation for GSTR-1.</li> <li>4. Monthly GST Input Tax Credit (ITC) Chart preparation from GSTR-2B.</li> <li>5. Monthly GST determination of tax for GSTR-3B.</li> <li>6. Monthly GST Challan preparation form PMT-06.</li> <li>7. Monthly ITC Reconciliation of ITC Report Preparation.</li> <li>8. Assistance in filing of GST Returns (GSTR 3B &amp; 1)</li> <li>9. GST Advisory and Consultancy.</li> <li>10. GST Departmental Audit, Assessment, Notice Representation, GST Appeal representation up to first appellate authority.</li> </ol> |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | (Note-GST Appeal beyond first appellate authority is not included.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>B</b> | <b>GST-TDS</b> <ol style="list-style-type: none"> <li>1. Area office wise GST TDS-Deduction monitoring, chart preparation, compilation and Challan preparation.</li> <li>2. GST-TDS Advisory and Consultancy</li> <li>3. Assistance in filing of GST TDS Returns</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>C</b> | <b>Income Tax</b> <ol style="list-style-type: none"> <li>1. Assessment of Advance Tax payments and preparation of Challan.</li> <li>2. Preparation of Income Tax Computation.</li> <li>3. Assistance in E-Filing of Income Tax Returns</li> <li>4. Income Tax Advisory and Consultancy</li> <li>5. Income Tax Misc. Notices, Scrutiny, CIT (Appeal) Representation</li> </ol> <p>(Note-Income Tax Appeal beyond first appellate authority is not included.)</p>                                                                                                                                                                                                                                                                    |
| <b>D</b> | <b>Income Tax TDS</b> <ol style="list-style-type: none"> <li>1. Area office wise TDS-Deduction monitoring, chart preparation, compilation and Challan preparation</li> <li>2. Income Tax-TDS Advisory and Consultancy</li> <li>3. Assistance in Filing of Income Tax TDS return</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>E</b> | <b>Companies Act Compliances</b> <ol style="list-style-type: none"> <li>1. Assistance in maintenance of Company's statutory books and records, such as registers of members, directors, and charges</li> <li>2. Also assist in filing statutory forms and returns with the Registrar of Companies</li> <li>3. Updation of Director's KYC</li> <li>4. Assistance in filing of Annual Accounts (AOCA / AOC-4 CFS /AOC-XBRL)</li> <li>5. Assistance in filing of Annual Returns (E-Form MGT-7)</li> <li>6. Assistance in filing of Return of Deposit (DPT-3)</li> <li>7. Assistance in filing of Resolutions and agreements to the Registrar (MGT-14)</li> <li>8. Assistance in filing of Auditor appointment form (ADT-1)</li> </ol> |
| <b>F</b> | <b>Accounts Update for F.Y.-2024-25 onwards</b> <ol style="list-style-type: none"> <li>1. Assistance in voucher preparation from Note Sheet</li> <li>2. Posting voucher in Accounting Software</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <ol style="list-style-type: none"> <li>3. Bank statement reconciliation.</li> <li>4. Posting transaction in Journal Ledger</li> <li>5. Adjustment of Journal entries and fix any errors.</li> <li>6. Inter-Divisional Reconciliation of Area Offices</li> <li>7. Depreciation Chart preparation as per relevant Companies Act</li> <li>8. Depreciation Chart preparation as per relevant Income Tax Act</li> <li>9. Division wise Financial Statements preparation and compilation of Financial Statements of all Divisions</li> <li>10. Preparation of Financial Statement as per relevant financial reporting framework.</li> </ol>                             |
| <b>G</b> | <b>Accounts Update/Reconciliation/Finalization for F.Y.-2013-14 onwards.</b> <ol style="list-style-type: none"> <li>1. Bank statement reconciliation</li> <li>2. Adjustment of Journal entries and fix any errors</li> <li>3. Inter-Divisional Reconciliation of Area Offices</li> <li>4. Depreciation Chart preparation as per relevant Companies Act</li> <li>5. Depreciation Chart preparation as per relevant Income Tax Act</li> <li>6. Division wise Financial Statements preparation and compilation of Financial Statements of all Divisions</li> <li>7. Preparation of Financial Statement as per applicable financial presentation framework</li> </ol> |
| <b>H</b> | <b>Auditing</b> <ol style="list-style-type: none"> <li>1. Preparation of various reconciliation and statements required during Audit</li> <li>2. Assisting AG-Auditors during audit</li> <li>3. Assisting Statutory Auditors during audit</li> <li>4. Assisting Tax Auditors during audit</li> <li>5. Assisting Secretarial Auditors during audit</li> </ol>                                                                                                                                                                                                                                                                                                      |
| <b>I</b> | <b>Miscellaneous</b> <ol style="list-style-type: none"> <li>1. Reconciliation of Books with Salary Register</li> <li>2. Reconciliation of Books with PF &amp; ESI Returns and challans</li> <li>3. Reconciliation of TDS Receivable with Annual Information Statement</li> <li>4. Reconciliation of GST-TDS Receivable with GST-TDS Receivable</li> <li>5. Preparation of Annual Budget</li> </ol>                                                                                                                                                                                                                                                                |

## **5. Instruction to the Bidders**

### **5.1 General Conditions of Contract**

1. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department based on this RFP.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
3. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **5.2 Definitions**

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

1. "Bidder" means firm/LLP who submits proposal in response to this Request for Proposal document.
2. "Bidder" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
3. "Authority" means firm/ company who submits proposal in response to this Request for Proposal document.
4. 'Department' means Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Kanpur, Uttar Pradesh.
5. "Contract" means the Contract entered by the parties for providing consultancy services along with the entire documentation specified in the RFP.
6. "Personnel" means professional and support staff provided by the selected consulting firm to perform services to execute an assignment and any part thereof.
7. "Proposal" means proposal submitted by bidders in response to the RFP issued by the Department for selection of Bidder
8. "Services" means the work to be performed by the Bidder pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.

### **5.3 Compliant Tenders/ Completeness of Response**

1. Bidders are advised to study all instructions, forms, terms, requirements, and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - iii. Include all supporting documentations specified in this RFP.

## **5.4 Bidder queries & Clarifications**

### **5.4.1 Bidders Queries**

- a) Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

| <b>Section/<br/>Page No.</b> | <b>Content of RFP<br/>requiring<br/>clarifications</b> | <b>Change/ Clarification<br/>Requested</b> | <b>Remarks</b> |
|------------------------------|--------------------------------------------------------|--------------------------------------------|----------------|
|                              |                                                        |                                            |                |

- c) Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- d) The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Department' reserves the right to hold or re-schedule the Pre-Bid meeting.

### **5.4.2 Responses to Pre-bid Queries and Issue of Corrigendum**

- a) The Department will endeavor to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum or addendum (if any) & clarifications to the queries from all bidders will be uploaded on the official portal of Uttar Pradesh (<http://upsic.in>)
- d) Any such corrigendum or addendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.

## **5.5 Key Requirements of the Bid**

### **5.5.1 RFP Document Fees**

RFP document can be downloaded from the website <http://etender.up.nic.in>. Online bid submission fee in form of bank demand draft of INR 5000.00 + 18% GST = INR 5900.00 to be drawn in favour of "U.P. Small Industries Corporation Limited", payable at Kanpur, Uttar Pradesh from any nationalized bank/scheduled bank. The demand draft of RFP document fees should be submitted before the last

date of submitting the proposal online. Proposals received without document fees shall be rejected.

#### **5.5.2 Earnest Money Deposit**

- a) Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty Thousand Only), in the form of a Demand Draft, issued by any nationalized in favor of the “U.P. Small Industries Corporation Limited” at Kanpur, Uttar Pradesh and should be valid for 180 Days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by the Department within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee issued by any nationalized in favor of the U.P. Small Industries Corporation Limited, as per the format provided in Annexure IV.
- c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid/ proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

#### **5.5.3 Submission of Responses**

- a) The Bidder shall submit the bids separately i.e., “Technical” and “Financial” electronically online in official portal of Uttar Pradesh (<http://upsic.in>)
- b) The bid response will include Annexures as mentioned in this RFP.
- c) The last date for submitting bids electronically in official portal on or before as mentioned in the official portal.
- d) Late Bids are not allowed.
- e) Modification: The bidder can modify his bid before the last date of submission of bids.
- f) Withdrawal of Bids: The bidder can withdraw his bid before the last date of submission of bids.

#### **5.5.4 Authentication of Bids**

A Proposal should be accompanied by authorization letter / power-of-attorney in the name of the signatory of the Proposal as per Annexure II mentioned in this RFP. But if the bid is signed by the Director or Partner of the firm then the power of attorney is not required.

#### **5.5.5 Rights to terminate the process**

- a) Department may terminate the RFP process at any time and without assigning any reason. Department make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by Department. The Bidders’ participation in this process may result Department selecting the Bidder to engage towards execution of

the Contract.

## **5.6 Preparation and Submission of Proposal**

### **5.6.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **5.6.2 Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **5.6.3 Late Bids**

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted through hard copy shall not be considered. No correspondence will be entertained on this matter.
- c. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion.

## **5.7 Evaluation Process**

- a. Uttar Pradesh Small Industries Corporation Limited will evaluate the responses of the Bidders.
- b. The UPSIC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The UPSIC may ask for meetings with the Bidders to seek clarifications on their Proposals.
- d. The UPSIC reserves the right to reject any or all Proposals on the basis of any deviations.
- e. Any decision of UPSIC in this regard shall be final, conclusive and binding on the bidder.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under Section 7, 'Evaluation and Selection'.

### **5.7.1 Tender Opening**

Opening of the Proposals submitted up to the date and time mentioned in this RFP document by Department, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

### **5.7.2 Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

### **5.7.3 Tender Evaluation**

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

## **5.8 Modification and withdrawal of Bids**

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

## **5.9 Proposal Forms**

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

## **5.10 Contacting the Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh**

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Bidder shall not approach Department officers after office hours and/ or outside Department office premises, from the time of the Proposal opening till the time the Contract is awarded.

## **5.11 Eligibility Criteria**

The Bidder shall meet the criteria for eligibility mentioned in the Tender document.

## **5.12 Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

### **5.13 Opening of Proposal**

First, the technical proposal will be opened in the presence of eligible bidders, who wish to be present at the time of opening of Technical Proposal. The Financial Proposal may be opened in presence of technically short-listed Bidders. The Department's authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Proposals
- b. Financial Proposals

### **5.14 Deciding Award of Contract**

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA, Performance Bank Guarantee for 3% of fees, shall be deposited as specified in this document for signing an Agreement with Department.
- e. The Bidder is not allowed to form a Consortium or a Joint Venture.
- f. Special Condition for Awarding the Agreement:
  - i. Department will sign the Agreement with successful bidder for a period as mentioned in 'Duration of Contract' in the document.
  - ii. Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document as per the terms mentioned in this RFP.
  - iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
  - iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP as per the mutually agreed terms and conditions between both the parties.

### **5.15 Confidentiality**

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of

operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services here under are the Confidential Information of the Bidder.

- b. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under these tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.
- f. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

#### **5.16 Execution of the Agreement**

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 3% of Total Professional Fee (excluding GST) needs to deposit in the form of Bank Guarantee Bond from any nationalized/ scheduled bank in the name of U. P. Small Industries Corporation Limited, payable at Kanpur, Uttar Pradesh. The performance guarantee shall be valid for period of 1 month beyond the duration of Contract as specified in the RFP document. The Bidder/ Advisor shall sign the Agreement within 30 days from the issue of LoA. The date of team deployment would be considered as agreement start date for payment.

Post successful completion of the Agreement, the engagement may be extended to duration and terms as mutually agreed upon between the bidder and UPSIC.

#### **5.17 Performance Guarantee**

The successful Bidder firm/LLP shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Security' in this document.

#### **5.18 Duration of Contract**

The Contract shall initially be valid for a period of 03 Years from the date of signing of Agreement.

#### **5.19 Terms and Conditions: Applicable Post Award of Contract**

##### **5.19.1 Termination**

##### **5.19.1.1 Termination for Default**

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
  - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
  - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
  - iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
  - iv. If the selected Bidder commits breach of any condition of the Contract
  - v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

##### **5.19.1.2 Termination for Insolvency**

The Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.

##### **5.19.1.3 Termination for Convenience**

- a. The Department, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, the Department will pay for all the pending invoices as well as the work done till that date by the Bidder and would pay for 60 days period.

- c. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination. The Department shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Department shall not recover from the Bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
- d. Limitation of Liability- The Client shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

#### **5.19.1.4 Termination by Department**

- a. The Department may, by not less than 30 days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
  - ii. The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the department and which the Technical Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than Thirty (30) days
- c. If the Department would like to terminate the contract for reasons not attributable to the Bidder performance, they will need to clear all invoices for the services up to the date of their notice along with 1-month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 30 days to Bidder in writing with specific observations and instructions.

#### **5.19.1.5 Termination by Selected Bidder**

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (60) days (or such longer period as the

- Bidder may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
- ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
  - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
  - iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
  - v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination
  - vi. The Bidder may terminate this Agreement, immediately upon written notice to the Client if the Bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

#### **5.19.1.6 Consequences of Termination**

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Department under law or otherwise.
- c. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **5.19.2 Dispute Resolution Mechanism**

- a. The Department and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act, 2021.
- b. If after 30 days from the commencement of such direct negotiations the dispute is not resolved, it shall be referred to Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh. The decision taken thereof shall be final and binding upon both parties.
- c. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh, the Bidder shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.

- d. The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Bidder, if the Bidder fails to comply with any decision delivered by Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh.

#### **5.19.3 Notices**

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### **5.19.4 Governing Law**

This contract shall be governed in accordance with the laws of India.

#### **5.19.5 Jurisdiction of Courts**

All disputes relating to this contract shall be subject to the jurisdiction of courts in Kanpur, Uttar Pradesh

#### **5.19.6 Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

#### **5.19.7 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Department shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay

could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### **5.19.8 Failure to agree with Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the Performance Security of the most responsive bidder.

#### **5.20 Contract Performance Guarantee**

- a. Within 21 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department, which shall be equal to 3% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 1 month beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantee shall be payable to the Department as compensation for any loss/ penalties resulting from the Bidder's failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the Department and returned to the within 60 days following the date of completion of the Bidder's performance obligations, including any warranty obligations under the Contract.

#### **5.21 Statutory Requirements**

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment thereof governing inter-alia Income tax, Goods and Service Tax etc. and shall keep Department indemnified in this regard.

#### **5.22 Contract administration.**

- a. Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

- Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
  - Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- b. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.
  - c. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
  - d. The Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meeting and circulate to the Department.

#### **5.23 Right of Monitoring, Inspection and Periodic Audit**

The Department reserves the right to monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the selected Bidder, failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default. Notwithstanding the above any audit/inspection conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. No access to the selected Bidder's systems or hands on or intrusive testing will be permitted. Any third parties employed by the Client to conduct such audit shall not be a competitor of the selected Bidder and shall agree to confidential obligations with the selected Bidder.

#### **5.24 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **5.25 "No Claim" Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against Department, under or by virtue of or arising out of, the Contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favor of Department in such form as shall be required by it after the work is finally accepted.

#### **5.26 Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected Bidder.

#### **5.27 Department's Obligations**

The Department representative shall interface with the Selected Bidder, to provide

the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

The Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include reports/ plans and all specifications related to services required to be provided as part of the Scope of Work.

Department shall provide functional office space to the Project Team in its premises equipped with Internet, Computers, Software, Printer, Scanners, Backup Devices etc. facilities.

#### **5.28 Information Security**

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by the Department, whichever is earliest, return any and all information provided to the Selected Bidder by the Department, including any copies or reproductions, both hard copy and electronic.

#### **5.29 Indemnity**

The Selected Bidder shall execute and furnish to the Department, a Deed of Indemnity in favour of the "U. P. Small Industries Corporation Limited", Kanpur, Uttar Pradesh, in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity/ total liability by the Bidder shall be to the extent of 10% of Total Professional Fee in favour of the Department.

#### **5.30 Prices**

The total professional fee as derived through tender process would not undergo any upward or downward revision due to any reason whatsoever.

#### **5.31 Payment Schedule**

The payment as specified in financial format Annexure - III as submitted by Selected Bidder shall be made on a monthly basis. The Invoice will be submitted after every month. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the Department.

### **5.32 Conflict of Interest**

The Bidder shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

### **5.33 General**

#### **5.33.1 Entire Contract**

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **5.33.2 Transfer of Assignment**

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Department.

#### **5.33.3 Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Department notifies the Selected Bidder of its release from those obligations.

#### **5.33.4 Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

#### **5.33.5 Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### **5.33.6 Taxes**

The Bidder shall pay taxes, other than Good and Service Tax, and other applicable taxes, if any, imposed on the services under this contract.

#### **5.33.7 Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### **5.33.8 Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract. Department will not be under any obligation to the Bidder's/ Advisor's Team except as agreed under the terms of the Contract.

#### **5.33.9 Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

#### **5.34 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the

service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical Bidder/ adviser of the Department in relation to any matter concerning the Project;

- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii)having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **5.35 Reports**

Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and Bidder shall not be required to update its Final Report.

### **5.36 Intellectual Property Rights**

Client may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Bidder owns in performing the Services. Notwithstanding the delivery of any Reports, Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

## **6. Evaluation and Selection**

### **6.1 Technical Evaluation**

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If proposals:

- 1. Are not submitted in as specified in the RFP document.
- 2. Received without the Letter of Authorization/Power of Attorney.
- 3. Are found with suppression of details.
- 4. Without complete information, subjective, conditional offers and partial offers submitted.
- 5. Submitted without the documents requested.

6. Have non-compliance of any of the clauses stipulated in the RFP.
7. Have a lesser validity period.

All responsive Bids will be considered for further processing as below:

UPSIC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the UPSIC according to the Evaluation process defined in this RFP document. The decision of the UPSIC will be final in this regard.

1. UPSIC will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
  2. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
  3. Further the scope of evaluation committee also covers taking any decision with regard the Tender document, execution/ implementation of the project including management period.
  4. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.
  5. Proposal document shall be evaluated as per the following steps.
- Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
  - Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Technical Evaluation matrix should comply the following:
  - Supporting document is to be submitted in Technical Cover: Supporting document should clearly indicate value of the completed/on-going project and scope of work/services should be clearly highlighted.
  - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
  - Bidders failing to comply any of the above then the Bid will be summarily rejected.

| S. No. | Technical Proposal Evaluation Parameters | Max Score | Supporting Documents |
|--------|------------------------------------------|-----------|----------------------|
| A      | Turnover of the Firm                     | 10        |                      |

|          |                                                                                                                                                                                                                                                                               |           |                                                                                                                |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------|
| A-1      | Annual turnover as per last audited financial statements:<br><br>Above 30 to 35 Lakhs: 5 Marks<br><br>Above 35 to 40 Lakhs: 10 Marks                                                                                                                                          | 10        | Certificate from statutory auditor /audited financial statements for the previous financial year as mentioned. |
| <b>B</b> | <b>Previous Experience</b>                                                                                                                                                                                                                                                    | <b>40</b> |                                                                                                                |
| B-1      | Work Experience of Accounting and Book Keeping engagements with State Governments/Central government /PSUs in similar scope of work<br><br>< 1 years : 0 marks<br><br>1-2 years: 05 marks<br><br>>= 3 years: 10 marks<br><br><i>*From the date of publication of this RFP</i> | 10        | Certificate from the Client showing the time period and contract value                                         |
| B-2      | Work Experience of compilation of Accounts of State Governments/Central government/ PSU<br><br>< 1 years : 0 marks<br><br>1-2 years: 05 marks<br><br>>= 3 years: 10 marks<br><br><i>*From the date of publication of this RFP</i>                                             | 10        | Certificate from the Client showing the time period and contract value                                         |
| B-3      | Work Experience of GST(Goods & Services Tax) consultation of State Governments/Central government/ PSU<br><br>< 1 years : 0 marks<br><br>1-2 years: 05 marks<br><br>>= 3 years: 10 marks<br><br><i>*From the date of publication of this RFP</i>                              | 10        |                                                                                                                |
| B-4      | Audit assistance and related works of State Governments/Central government/ PSU for last 03 years<br><br>< 1 years : 0 marks<br><br>1-2 years: 05 marks<br><br>>= 3 years: 10 marks<br><br><i>*From the date of publication of this RFP</i>                                   | 10        |                                                                                                                |

|          |                                                                                                                                                                                                                                                                    |            |                                                                                                           |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------|
| <b>C</b> | <b>Approach and Methodology</b>                                                                                                                                                                                                                                    | <b>30</b>  |                                                                                                           |
| C-1      | <ul style="list-style-type: none"> <li>• Approach &amp; Methodology: 5 Marks</li> <li>• Understanding of the Project: 15 Marks</li> <li>• Project Plan : 5 Marks</li> <li>• Proposed Tools and Technologies for effective management of project:5 Marks</li> </ul> |            | (Technical Proposal & Technical Presentation by Project Manager of the team or any proposed team members) |
| <b>D</b> | <b>Experience of the Core Team</b>                                                                                                                                                                                                                                 | <b>20</b>  |                                                                                                           |
| D-1      | Team Leader with required experience                                                                                                                                                                                                                               | 20         | CV of Team Leader.                                                                                        |
|          | <b>Total</b>                                                                                                                                                                                                                                                       | <b>100</b> |                                                                                                           |

Bidders may submit only relevant project experience while preparing the technical proposal. A minimum of 70 marks in Technical Evaluation is mandatory for the bid to be qualified for financial evaluation stage.

## 6.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality and Cost Based Selection (QCBS), whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest Professional Fees shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those bidders who score at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

|  |                                                                                                                                                                                                                                                                                                  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>The Financial Proposals shall be given scores as follows:<br/> <math>Sf = 100 \times Fm / \text{Financial Proposal of bidder under consideration}</math></p> <p>Fm: Lowest financial proposal</p> <p>Sf: Financial Score</p>                                                                  |
|  | <p>For selection of consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.70 (or 70%) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying proposal.</p> |
|  | <p>The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:<br/> <b>Total Score</b> = <math>(Te \times 0.70) + (Sf \times 0.30)</math></p>                                                                                                                     |

|  |                                            |
|--|--------------------------------------------|
|  | Te: Technical score<br>Sf: Financial Score |
|  |                                            |

### 6.3 Selection

The Applicant scoring the highest Total Score shall be declared as the “Selected Entity/Consulting Firm/Organization”.

### 7. Payment:

Payment Terms: Monthly payment will be made along with taxes and duties (as applicable) based on rate awarded, subject to fulfilment of other terms and conditions of the contract.

### 8. Other Terms and Conditions:

#### 8.1 Disqualifications:-

The applicant would be disqualified while selection or during its ongoing work if:-

- a) The applicant has been cautioned or any action has been taken against the applicant or its firm or any of the partners by ICAI.
- c) Any court case or arbitration relating to disciplinary matter is pending against the firm/LLP.
- d) Any action/disqualification or any similar action taken by any Centre /State Government, Govt. Organization, PSU in relation to performance, professional misconduct, unethical activities or financial transactions.

#### 8.2 Jurisdiction of Courts:

Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Courts of Kanpur only.

#### 8.3 Disclaimer:

The UPSIC reserves the right to accept or reject any or all responses and to request additional submission or clarification from applicant (s) or any other concerned organization at any stage or to cancel the process entirely without assigning any reason.

#### 8.4 Termination:

- The UPSIC may without prejudice to any other remedy/claim for breach of contract, terminate the contract in whole or part by giving not less than 30 (thirty) days written notice of default to the consultant.
- The engagement/empanelment of the Consultant shall be completely at the discretion of UPSIC.
- Sub-contract of the work without taking permission from the management is not permissible.

- No document presented by the applicant after closing date and time of the Bid will be considered by the Evaluation Committee unless otherwise called for during technical scrutiny by tender committee as clarification. This, however, will have no bearing with the price quoted in the price Bid

## **Annexures**

### **Annexure I: Proposal Covering Letter**

To,

Date: .....

The Managing Director,  
U.P. Small Industries Corporation Limited,  
110, Kanpur Rd, Industrial Estate,  
Fazalganj Industrial Estate, Kanpur,  
Uttar Pradesh 208012  
Phone: 0512-2241622, 0512-2236642  
Fax: 0512-2213974  
Email: [eeupsicknp@gmail.com](mailto:eeupsicknp@gmail.com),  
Dear Sir,

We ..... (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date ..... and tender document no. .... and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal,
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh may contact the following person for further information regarding this tender:
  - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and RFP Document Fee.

Yours sincerely,  
Signature  
Full name of signatory  
Designation  
Name of the bidder (firm etc.)

### **Annexure II: Format for Power of Attorney**

(To be provided in original as part of Technical Proposal on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: \_\_\_\_\_

**POWER OF ATTORNEY  
To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, 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 award of Agreement "Appointment of Chartered Accountant Firm for Income Tax, GST, Audit related works at Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh involving the deliverables as per agreement with Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh vide Request of Proposal (Tender Document) Document dated \_\_\_\_\_, issued by Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, Kanpur or any governmental authority, representing us in all matters before Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh and generally dealing with Uttar Pradesh Small Industries Corporation Limited in all matters in connection with our Proposal for the said Project. 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.

For -----  
(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

**Notes:**

- a) To be executed by the bidder
- b) 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the executants(s) 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 here under on behalf of the executants(s).



**Annexure – III**  
**Format for Technical Bid**

1. Name of the Applicant :

2. Registration No. of the Individual/ Firm :

3. Date of Registration :

4. PAN No. :

5. Details of Office at Kanpur :

b) GST Registration Number :

7. Details of Partners in case Applicant is a Firm

| Sl. No. | Name of the Partner | Membership No. | Membership Status ACA/ FCA/ACMA/FCMA/ | Date of joining the firm as Partner |
|---------|---------------------|----------------|---------------------------------------|-------------------------------------|
|         |                     |                |                                       |                                     |
|         |                     |                |                                       |                                     |
|         |                     |                |                                       |                                     |
|         |                     |                |                                       |                                     |

8. Details of Experience as consultant in State Govt./PSU (For CA/CMA Applicants and firms)

| Sl. No. | Name of the Client | Period of Engagement |
|---------|--------------------|----------------------|
|         |                    |                      |
|         |                    |                      |

**Annexure – IV**  
**Format for Financial Bid**

| S.No.        | Position                          | Number | Unit Monthly Rate<br>without taxes (In INR) | Total |
|--------------|-----------------------------------|--------|---------------------------------------------|-------|
| 1            | Professional Charges of<br>Bidder |        |                                             |       |
| <b>Total</b> |                                   |        |                                             |       |

**Note:**

- The above rate is all inclusive charges, no TA/DA and out of pocket expenses will be paid separately to the Bidder or Bidder's representative for day to day working.
- The cases where any mandatory travel is required within in Uttar Pradesh, then the same shall be borne by the client, as mutually agreed upon.

Date-

Seal-

Signature and Seal of Applicant

**Annexure – V**

**Details of CA Firm's Experience of Similar Services as per details in RFP Document**

| S.No. | Name of the assignment | Name of Assignment<br>(start date/<br>End date) | Name of the organization | Nature of Assignments | Details of Supporting Documents provided |
|-------|------------------------|-------------------------------------------------|--------------------------|-----------------------|------------------------------------------|
| 1     |                        |                                                 |                          |                       |                                          |
| 2     |                        |                                                 |                          |                       |                                          |
| 3     |                        |                                                 |                          |                       |                                          |

