

REQUEST FOR PROPOSAL

Request for proposal (RFP)

FOR

**EMPANELMENT OF CA AND CMA FIRMS
(Valuers)
IN UP Electronics Corporation Limited (UPLC)**

E-Bid Reference: **20298/IUP/2023-24**
E-Tender Portal: <https://etender.up.nic.in>
14 August2024

UP Electronics Corporation Limited
10, Ashok Marg,
Lucknow-226 001 (Uttar Pradesh)
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Instructions for E tender

DISCLAIMER

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

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

No contractual obligation whatsoever shall arise from this RFP process.

The Applicants are expected to examine all the instructions, forms, terms and conditions, requirements, and qualifications in the RFP documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-bid not responsive to the RFP document in every respect will be at the Applicant’s risk and may result in the rejection of the e-bid.

This RFP may not be appropriate for all persons, and it is not possible for the UPLC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. UPLC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

UPLC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP or even not to proceed with the empanelment.

The issue of this RFP does not imply that UPLC is bound to select an Applicant or to appoint the Selected Applicant for the mandate and UPLC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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

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Section 1: INTRODUCTION

1.1 ABOUT THE PROJECT

1.1.1 UPLC, is the Government undertaking and the nodal agency for the Department of IT and Electronics GoUP. An organization dedicated towards promoting and facilitating investment in the areas related to the Electronics manufacturing, IT and ITes, Semiconductor manufacturing, Data Centres and Startups.

1.1.2 UPLC is the Nodal agency for the facilitation and implementation of below mentioned policies:

- UP Electronics Manufacturing Policy 2017
- UP Electronics Manufacturing Policy 2020 (First Amendment)
- UP IT and Startup Policy 2017
- UP IT and ITes Policy 2022
- UP Semiconductor Policy 2024
- UP Startup Policy 2020 (First Amendment)
- UP Data Centre Policy 2021 (First Amendment)

1.1.3 UPLC invites application/proposal to Empanel Chartered Accountant firms and Cost & Management Accountant Firms for Examination and Verification of applications by Eligible Industrial Units for Availing Subsidy/Incentives under policies mentioned in clause 1.1.2 above.

1.2 DESCRIPTION OF EMPANELMENT PROCESS

1.2.1 Through this Request for proposal (RFP), it is intended to invite-bids for Empanelment of Chartered Accountant (CA) Firms and Cost & Management Accountant (CMA) Firms in UPLC, for the verification of incentive claims.

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

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

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

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

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

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

1.3 SCHEDULE OF EMPANELMENT PROCESS

Sl No	Activity	Day/Time: Duration
1	Issue of RFP document on e-Tender Portal	14 August 2024
2	Pre- Proposal Conference /Query	20 August 2024 at 15:00 Hrs
3	Date of issue of Corrigendum (if any) including clarification on Pre-Proposal Queries	21 August 2024

Sl No	Activity	Day/Time: Duration
4	Proposal submission Due Date	02 September 2024 by 18:00 Hours.
5	Technical Proposal Opening date	04 September 2024 at 18:00 Hours.
6	Contact Details of Nodal officer for queries	UP ELECTRONICS CORPORATION LIMITED 10, Ashok Marg, Lucknow-226 001 (Uttar Pradesh) T : 0522-2286808, 2286809 & 4130303 E : uplclko@gmail.com, W : https://www.uplc.in

Section 2: INSTRUCTION FOR APPLICANTS

2.1 DEFINITIONS

In this RFP, the following terms shall be interpreted:

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

2.2 CONDITIONS FOR ELIGIBILITY OF APPLICANTS:

- 2.2.1** Applicant must carefully read the conditions of eligibility provided herein. Proposals of only those Applicants who satisfy the eligibility criteria as per **Section 4** will be considered for evaluation.
- 2.2.2** Any entity which has been barred by the Central/State Government/Banks or Financial Institution in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, will not be eligible to submit the Proposal.
- 2.2.3** The Applicant must be a registered entity under applicable laws/acts with valid PAN and GST registration.
- 2.2.4** The Applicant must possess the requisite experience, strength, and capability in providing the services necessary to meet the requirements as described in the RFP document. The bids must be complete in all respect as stipulated in the RFP document.

2.3 PRE-BID QUERIES/CLARIFICATIONS

A prospective Applicant requiring any pre-bid queries/clarifications of the RFP document, may raise their queries/points of clarification to upclcko@gmail.com up to the date and time given in the RFP document through e-mail only. The queries should necessarily be submitted in the following format:

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

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

2.4 EMPANELMENT AGENCIES

UP ELECTRONICS CORPORATION LIMITED intends to empanel and create a pool of multiple agencies comprising of **Chartered Accountant (CA) Firms and Cost & Management Accountant (CMA) Firms.**

2.5 PROPOSAL PREPARATION COST

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

2.6 COST OF RFP DOCUMENT & EMD

Sl No	Activity	Details
1	Cost of Bid Document	INR 25,000.00 (Rupees Twenty-Five Thousand) in the format of online mode only.
2	Bid Security/Earnest Money Deposit	INR 1,00,000.00 (Rupees One Lakh only) in the format of online mode only.

2.6.1 The bidders are required to furnish cost of tender and EMD along with their bids online through e-Tender portal <https://etender.up.nic.in>.

2.6.2 On e-procurement system the tender submission fees and earnest money deposit will be through online mode only. The cost of tender and EMD in other form of instrument like cash/DD/MO/cheque/BG will not be considered.

2.6.3 The EMD should remain valid for a period of 45 (forty-five) days beyond the final tender validity period. This time period must be indicated in the bidding documents.

2.6.4 Forfeiture of EMD

EMD of a tenderer will be forfeited, if the tenderer withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt of tender but within the period of validity of his tender.

Further, if the successful tenderer fails to furnish the required performance security within the specified period, his EMD will be forfeited.

2.6.5 EMD furnished by all unsuccessful tenderers should be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from him as called for in the contract.

Note:

EMD Shall be **exempted for the entities registered under MSME** act as per government rules and regulations to submit the bid.

However, if company is qualified for empanelment, it needs to fulfil the clause 2.7.1, pertaining to deposit of performance security.

2.6.6 EMD submitted by the Successful Applicants will be converted into Performance Security which will be returned after successful completion of the duration of the contract agreement.

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

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

2.6.8 Cost of preparation of e-BIDS to be borne by the Bidder

Cost of preparation of the e-BIDS shall be borne by the Consultant Company regardless of the outcome of the bids.

2.7 PERFORMANCE GUARANTEE

2.7.1 Successful Applicants will be required to submit a Bank guarantee of equivalent amount of the maximum proposed fees i.e. INR 5,00,000, which will be returned after successful completion of the duration of the contract agreement.

2.7.2 The Applicant, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to UP ELECTRONICS CORPORATION LIMITED's any other right or remedy hereunder or in law or otherwise, the Bank Guarantee be invoked as appropriated by the UP ELECTRONICS CORPORATION LIMITED under the following conditions:

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

2.8 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL APPLICATION

2.8.1 UP ELECTRONICS CORPORATION LIMITED reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all applications at any time, without any

liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons thereof.

2.8.2 UP ELECTRONICS CORPORATION LIMITED reserves the right to verify all statements, information and documents submitted by the applicant in response to the RFP.

2.9 AMENDMENTS TO RFP:

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

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

2.10 INDEPENDENCE AND OBJECTIVITY

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

Section 3: SOW AND PROPOSAL PREPARATION AND SUBMISSION

3.1 SCOPE OF WORK

3.1.1 GoUP has introduced various incentive policies to boost investment in the State of Uttar Pradesh, among all the UP ELECTRONICS CORPORATION LIMITED is a Nodal agency for below mentioned policies.

- a. UP Electronics Manufacturing Policy 2017
- b. UP Electronics Manufacturing Policy 2020 (First Amendment)
- c. UP IT and Startup Policy 2017
- d. UP IT and ITes Policy 2022
- e. UP Semiconductor Policy 2024
- f. UP Startup Policy 2020 (First Amendment)
- g. UP Data Centre Policy 2021 (First Amendment).

For details applicants are advised to refer the above policies, which can be accessed <https://invest.up.gov.in/policies/>.

3.1.2 To validate the Incentive claim/expenses claimed by the qualified applicants under the policies mentioned under clause 3.1.1 the empanelment is being done.

3.1.3 The selected applicant will be empanelled by UPLC, all the appointed valuers will be listed in the descending order basis their average annual turnover of the last three years (2021-22, 2022-23 and 2023-24) and the work shall be allocated based on rotation basis among the empanelled agencies.

3.1.4 The selected applicant/firm will have to provide qualified manpower for carrying out the following activities under the scope of work per assignment basis. A brief work to be performed by the empanelled Applicant has been enumerated in **Annexure C**. The detailed scope of work shall be provided along with the LoA.

3.2 LANGUAGE AND CURRENCY

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

3.3 VALIDITY OF PROPOSAL

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

3.4 APPLICANT'S RESPONSIBILITY

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

- made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document.
- received all such relevant information as it has requested from UP ELECTRONICS CORPORATION LIMITED,

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

3.5 FORMAT AND SIGNING OF PROPOSAL

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

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

3.6 SUBMISSION OF APPLICATION

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

3.6.2 The application along with requisite documents should be submitted through online mode (<https://etender.up.nic.in>) by the Proposal Due Date as indicated. The documents accompanying the Proposal(s) submission shall include the following:

S.N	Documents	Reference
1	Letter of Proposal in the prescribed format (only for CA/CMA)	Appendix - I
2	Application Form - (CA/CMA Firms)	Appendix - II
3	Financial Capacity of the Applicant in the prescribed format	Appendix - III
4	Experience of the Bidder	Appendix - IV
5	Non- Blacklisting Declaration	Appendix - V
6	Power of Attorney	Appendix - VI
7	Term Of the Agreement	Appendix - VII
8	Non-Disclosure Agreement	Appendix - VIII

3.7 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF APPLICATION

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

3.8 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the applicant shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising UP ELECTRONICS CORPORATION LIMITED in relation to, or matters arising out of, or concerning the Empanelment Process.

UP ELECTRONICS CORPORATION LIMITED will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence.

UP ELECTRONICS CORPORATION LIMITED may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or UP ELECTRONICS CORPORATION LIMITED.

3.9 CLARIFICATIONS

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

Section 4: ELIGIBILITY CRITERIA & EVALUATION OF APPLICATION

4.1 ELIGIBILITY CRITERIA

To participate in the Empanelment Process, the Applicant should be preferably a single business entity (the "Single Business Entity").

Note:

Consortium or Joint Venture (Only for onboarding Chartered Engineer Firm) of maximum two entities are allowed to participate in the Empanelment Process. The CA/CMA firm must act as the lead bidder and submit the proposal for engagement. Entities should provide a copy of the registration certificate, consortium or joint venture agreement, partnership deed executed between the partners, and GST and IT returns for the last three financial years preceding the Proposal Due Date as proof of identity. The detailed minimum eligibility criteria are provided in Annexure A.

4.2 EVALUATION CRITERIA & SELECTION

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

4.2.2 Eligibility Evaluation will be done by as per criteria mentioned under **Annexure A** at UP ELECTRONICS CORPORATION LIMITED. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.2.3 All the Applicants whose Applications are found to be responsive and have fulfilled the Conditions of Eligibility specified in this document shall be ranked based on the marks obtained in accordance with the parameters set out at **Annexure-B**.

4.2.4 **The applicants with the minimum score of 70 marks would be eligible for the empanelment.**

4.3 LETTER OF EMPANELMENT

A letter of empanelment shall be issued to all the Qualified Applicants by the Nodal agency UP ELECTRONICS CORPORATION LIMITED.

4.4 TERMS OF EMPANELMENT

4.4.1 The empanelment will be for an initial period of three (3) years with extension of additional three(3) years from the date of agreement. The extension will be solely at the absolute discretion of the UP ELECTRONICS CORPORATION LIMITED based on performance and mutually agreed terms & conditions.

4.4.2 UP ELECTRONICS CORPORATION LIMITED will reject the application, if it determines that the Applicant has directly or through an agent is engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices.

4.4.3 UP ELECTRONICS CORPORATION LIMITED reserves the right to drop any Applicant from the empanelled list without assigning any reason whatsoever by giving 30 days' notice period. Similarly, the empanelled firm may choose to de-empanel by giving 30 days' notice to the UP ELECTRONICS CORPORATION LIMITED. UP ELECTRONICS CORPORATION LIMITED also reserves the right to modify the terms and conditions of empanelment.

4.4.4 The UP ELECTRONICS CORPORATION LIMITED will be the final authority for award of projects among the Empanelled Firms. Assignment of project would be communicated in writing to the firm, all decisions taken by UP ELECTRONICS CORPORATION LIMITED regarding empanelment shall be final and binding on all Empanelled Applicants.

4.4.5 Empanelment with UP ELECTRONICS CORPORATION LIMITED does not guarantee allocation of work.

4.4.6 **The appointed valuers will be listed in the descending order basis their average annual turnover of the last three years (2021-22, 2022-23 and 2023-24) and the work shall be allocated based on rotation basis among the empanelled agencies.**

4.4.7 The applicant shall be given 7 days of time from the date of Letter of Intent (LOI). If the selected applicant fails to accept the assignment within stipulated timeframe, work will automatically be assigned to the next firm in accordance with clause 4.4.6.

4.4.8 Denial of assignment/project from UP ELECTRONICS CORPORATION LIMITED for more than 3 times will result into deplanement of the respective applicant/firm.

4.5 SCHEDULE OF FEE/CHARGES PAYABLE BY UP ELECTRONICS CORPORATION LIMITED FOR THE ASSIGNMENTS.

4.5.1 Verification of Investments

Project Investment Range	Proposed Range (Excluding Applicable Taxes) (In Rs)
up to Rs 200 Cr	1,50,000/-
Above Rs 200 to Rs 500Cr	2,50,000/-
Above Rs 500 to 1000Cr	3,50,000/-
Above Rs 1000 to 2000 Cr	4,00,000/-
Above Rs 2000 to 3000 Cr	4,50,000/-
Above Rs 3000 Cr.	5,00,000/-

- 4.5.2** When a valuation task is assigned to any of the empanelled valuers, they are expected to treat it as a single comprehensive assignment, even if the subsidies need to be evaluated on a quarterly basis. In such cases, 50% of the fees will be paid upon the evaluation and submission of one-time subsidies, such as capital subsidies, followed by 25% after completing half of the quarterly assessments, and the remaining 25% upon submission of the final report.
- 4.5.3** Empanelled valuers are expected by all means to submit their final report of the assigned project maximum within 60 days from the date of issuance of Work order (Not applicable for subsidies to be evaluated on quarterly basis).
- 4.5.3.1 For other Adhoc work- Rs 25000/-
- 4.5.4** Payment schedule for the assignments:
The payment for the assignment shall be made to the selected Applicant on completion of satisfactory performance (to be decided by UP ELECTRONICS CORPORATION LIMITED) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule.
- 4.5.5** The sole responsibility of Empanelled applicant/firm is to coordinate with the officers and should depute one dedicated personnel to coordinate with the concerned officers on day-to-day basis to verify each deliverable.
- Note:**
In respect of specific other assignment required to be performed by CA firms or the technical consultants/valuers firms, TOR shall be issued, and admissible charges would vary from depending on the scope of work.
- 4.5.6** The Time line / milestone for valuation and submission of final draft report is 90 Days.

4.6 CONTRACT AGREEMENT

The Successful applicant shall execute an Agreement on Rs 100/- Non-Judicial stamp paper in the name of the UP ELECTRONICS CORPORATION LIMITED, within one week from the date of Letter of empanelment issued by UP ELECTRONICS CORPORATION LIMITED. The terms and condition of the agreement are defined in section **(Section 5)**

4.7 CONFIDENTIALITY

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

Section 5: TERMS & CONDITIONS OF SERVICE AGREEMENT

5.1 SERVICE AGREEMENT

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

WHEREAS:

- A. The Service Provider (as identified in **Appendix IX** hereto) is in the business of providing valuation/certification/GST audit and related services and has represented to the Client (as

identified in Appendix IX hereto) that it has the requisite expertise, experience, and resources to provide the Services to the Client's satisfaction.

- B. The Client is desirous of engaging the Service Provider for provision of Services and relying on the representations of the Service Provider has agreed to avail the Services of the Service Provider; and
- C. The Service Provider has agreed to provide the Services to the Client, on the terms and conditions appearing hereinafter.

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

5.2 DEFINITION & INTERPRETATION

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

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

5.3 TERM OF THE AGREEMENT:

This Agreement shall come into force from the Effective Date of this Agreement and shall be valid for the Term identified in **Appendix IX** hereto unless terminated earlier as per clause 5.11.

5.4 SERVICES

- 5.4.1 The Service Provider will provide Services on a non-exclusive basis as per the terms and conditions set out in this Agreement and any Work Order executed hereto. The personnel deployed by the Service Provider for provision of Services shall coordinate with the authorized officers of the Client. The Service Provider shall assume and maintain personal control, management, and supervision of the Services to be performed by the Service Provider's employees, consultants, representatives, or subcontractors (hereinafter referred to as 'Personnel').
- 5.4.2 The Client agrees to avail from the Service Provider the Services at the Site as identified under the relevant Work Order, and on the terms and conditions set forth herein.
- 5.4.3 This Agreement is on a principal-to-principal basis between the Parties hereto. The Service Provider shall perform all the Services hereunder as an independent Service Provider and

nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

5.5 SERVICE PROVIDER OBLIGATIONS:

- 5.5.1** The Service Provider shall deliver the Services as per the terms and conditions agreed upon in the Agreement and the relevant Work Order.
- 5.5.2** The Service Provider shall ensure that it deploys trained, qualified and competent Personnel to provide Services under this Agreement. The Service Provider undertakes to get the antecedent checked for all its Personnel deployed for provision of Services. The Service Provider shall not knowingly deploy any person with a criminal record/conviction or any person who has faced disciplinary action in his previous employment and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.
- 5.5.3** In the event the Service Provider is aware of a conflict between any of the terms set out under this Agreement or any Work Order executed hereto, it shall inform the Client of the same and the Parties shall discuss and agree upon the manner in which the Service Provider should perform its obligations hereunder and the manner in which such conflict shall be resolved.
- 5.5.4** The Service Provider hereby confirms that performance of the Services to the Client satisfaction of is the essence of this Agreement. In the event that the Client determines that the Services are below the prescribed standard, then the Client will notify to the Service Provider and the Service Provider shall, within a mutually agreed period rectify the same. The Service Provider will re-perform the non-confirming Services, at no cost to and to the Client's satisfaction.
- 5.5.5** The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments, or materials belonging to and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Client.
- 5.5.6** The Service Provider will provide reports to the Client on the Services and achievements executed in this regard, as may be agreed between the Parties.

5.6 PENALTY FOR NON -COMPLETION OF THE ASSIGNMENT

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

5.7 WARRANTIES:

- 5.7.1** The Service Provider represents and warrants that it has the required experience and capability including sufficient and competent personnel to perform its obligations under this Agreement or any Work Order hereto.
- 5.7.2** The Service Provider represents and warrants that its Personnel shall perform Services under the Service Provider's directions and shall not become or claim any employment from the

Client by virtue of providing the Services any time during the term of this agreement or any Work Orders or subsequently after its termination or expiration.

5.8 CONFIDENTIAL INFORMATION

Confidential Information shall mean all proprietary and confidential information or data furnished by the Client and/or its affiliates before or after the Effective Date of this Agreement, whether written or oral which includes but is not limited to trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding employees, prospective employees, business objective/criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Client and which was or not designated as confidential at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall include all information disclosed by the Client which Service Provider should reasonably understand to be considered Confidential Information of the Client.

- 5.8.1** The Service Provider agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by the Client for any purpose other than for rendering Services under this Agreement and provide it only on a need-to-know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this Agreement with prior written permission from the Client. The Service Provider will ensure that all Personnel assigned by the Service Provider to provide the Services under this Agreement have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this Agreement) to ensure Confidential Information disclosed under this Agreement is protected from unauthorized use and disclosure. The Service Provider hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by and agrees that it shall be liable for all such actions as though those actions were the actions of Service Provider itself.
- 5.8.2** The Service Provider shall have no obligation under this Agreement with respect to any such information which is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, subject to the Service Provider giving all reasonable prior notice to the Client to allow it to seek protective or other court orders.
- 5.8.3** Save as permitted specifically in the agreement:
- a. the Service Provider shall not mention or otherwise use the name or trademark of the Client or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the Client.
 - b. the Service Provider shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof.
 - c. promptly inform the Client of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Client, to retrieve and protect the said Confidential Information.
 - d. Use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of Client.

5.8.4 The Service Provider acknowledges that in the event of any breach or threatened breach of this clause by the Service Provider or its Personnel, monetary damages may not be an adequate remedy, and therefore, shall be entitled to injunctive relief to restrain the Service Provider or its Personnel from any such breach, actual or threatened.

5.9 INTELLECTUAL PROPERTY RIGHTS (“IP Rights”):

5.9.1 Except as otherwise set forth herein, neither this Agreement, nor the provisions of Services hereunder, shall give either the Service Provider or the Client any ownership interest in or rights to the IP Rights of the other party. Hence, any and all Confidential Information necessary for Service Provider to perform its obligations under this Agreement provided by the Client in pursuance to this Agreement shall remain vested in and be owned exclusively by the Client.

5.9.2 The Service Provider agrees that all IP Rights in the Services/deliverables provided under this Agreement, or any Work Orders shall vest in and be owned by Client. The Service Provider acknowledges that the Client shall have exclusive, unlimited ownership rights to all deliverables, Services and IP Rights, created by Service Provider pursuant to such Work Order developed specifically for the Client (“Specific Work”).

5.9.3 The Service Provider shall obtain similar written undertaking from all subcontractors, employees and consultants who will perform any Services.

5.9.4 The Service Provider warrants that Services provided under any Work Orders is the Service Provider’s original work and does not contain ideas or materials which have been copied wholly or substantially from any other work or material. Where the Services/deliverables contains any third-party material, such material shall be used only with the prior written permission of the third party and such permission shall be shared with the Client in advance.

5.10 COMPLIANCE

5.10.1 The Service Provider hereby agrees that it shall comply with all applicable laws, ordinances, regulations in performing of its obligations and the Services hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Client is informed that the Service Provider is or may be in violation of any law, ordinance, regulation, (or if it is so decreed or adjudged by any court, tribunal or other authority), the Service Provider shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, the Service Provider shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, applicable to it from time to time.

5.10.2 The Service Provider shall comply with all anti-bribery and anti-corruption laws applicable in the jurisdictions in which it works and shall ensure its Personnel and subcontractors (if any) comply with all such laws.

5.10.3 The client hereby agrees that it shall comply with all applicable laws, ordinances, regulations in performing of its obligations, including the procurement of licenses, permits and certificates and payment of taxes where required. The client shall be liable to pay all damages to concerned government authority for default/breach for not maintaining records as required by applicable laws.

5.11 TERMINATION:

5.11.1 Either Party may terminate, for convenience, this Agreement after providing thirty (30) days prior written notice or in case of a duly executed Work Order after providing fifteen (15) days prior written notice to the other Party of its intent to terminate.

5.11.2 In the event this Agreement is terminated pursuant to the provisions of this clause, no further liabilities or obligations shall accrue to, except for any fees due and outstanding for Services provided up to the time of termination. Notwithstanding anything contained herein, expiry or early termination of this Agreement shall not impact provision of Services under a duly executed Work Order and the Work Order shall expire only after the completion the Services identified therein unless otherwise agreed by the Parties.

5.11.3 Upon termination or expiry of this Agreement:

- a) the Parties shall immediately take steps to bring the performance of their obligations under a duly executed Work Order to a halt in a safe and orderly manner but with all reasonable speed and economy.
- b) the Service Provider shall have no right to use any Confidential Information provided to Service Provider to perform its obligations under any Work Order for any purpose whatsoever.
- c) the Service Provider shall, notwithstanding any lien or any other right to withhold the same, immediately deliver to the Client, all Client Items and Confidential Information provided to Service Provider to perform its obligations under a Work Order, documents containing information thereof and correspondence, minutes of meetings, records, reports and/or any other documents or data of any kind in its possession, custody or control relating to the Services; and
- d) Clauses which by their nature require to survive expiry/termination of the Agreement or Work Order and shall continue to apply.

5.11.4 It is hereby agreed and understood by the Parties that the provisions of this clause shall neither limit nor restrict or preclude the Client from pursuing such further and other legal actions, against the Service Provider for any breach or non-compliance of the terms of this Agreement or a Work Order.

5.12 INDEMNITY AND LIMITATION OF LIABILITY:

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

5.13 NON-SOLICITATION:

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

5.14 SUBCONTRACT:

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

- (a) where expressly consents to the subcontracting or delegation of any part of the Service Provider's obligations under this Agreement such consent shall be without prejudice to the Service Provider's continuing obligation to ensure that the subcontracting and/or delegated work is continued to be performed at all times in accordance with the requirements of this Agreement.

- (b) that as between the Service Provider and the subcontractor, all results emerging from such subcontracted and/or delegated work shall be owned by and exclusively licensed to the Service Provider for the limited purpose of completing the Services;
- (c) that the subcontractor shall be obligated in terms no less stringent than those set out in clause 5.8 above with respect to dealing and handling any Confidential Information.

5.15 GOVERNING LAWS:

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

5.16 ARBITRATION:

5.16.1 The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute, or controversy (“Dispute”) arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the Services hereunder, or the breach hereof.

5.16.2 All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder and which cannot be settled by mutual conciliation shall be referred within fifteen (15) days to Arbitration to be held at Lucknow in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed jointly by Additional Chief Secretary / Principal Secretary, Department of Information Technology and Electronics, Government of Uttar Pradesh.

5.16.3 The award of the Arbitrator shall be final and binding on Parties.

5.17 UNDERTAKING:

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

5.18 INSPECTION AND RIGHT TO AUDIT:

5.18.1 The Service Provider shall keep complete and accurate records of all activities, expenses and compliance under applicable laws relating to the Services under this Agreement.

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

5.19 FORCE MAJEURE:

Neither Party shall be considered in default in the performance of its obligation under the Agreement, if such performance is prevented or delayed on account of war, civil commotion,

strike, epidemics, accidents, fires, unprecedented floods, earthquake or because of promulgation of any law or regulations by the Government, unforeseen breakdowns or account of any other Acts of God. At the time of occurrence of a force majeure condition, the affected party shall give a notice in writing within fifteen (15) days from the date of occurrence of the force majeure condition indicating the cause of force majeure condition and the period for which the force majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its obligation under the Agreement owing to the force majeure condition continuing for more than thirty (30) days, both Parties shall consult each other regarding the continuation of the Agreement including early termination as set forth in clause 5.11 above.

5.20 NOTICES:

5.20.1 All notices under this Agreement shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to either Party at the address mentioned below:

UP ELECTRONICS CORPORATION LIMITED

10, Ashok Marg, Lucknow-226 001 (Uttar Pradesh)

T : 0522-2286808, 2286809 & 4130303

E : uplclko@gmail.com,

W : <https://www.uplc.in>

in Annexure 1 hereto.

5.20.2 Notice shall be deemed to have been served when received in person or properly addressed by registered post or by courier or by speed post. Either Party shall be entitled to change the aforesaid details by giving immediate intimation in writing to the other Party.

5.21 MISCELLANEOUS:

5.21.1 Severability:

The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

5.21.2 Non-Assignment:

Neither Party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party. **Publicity:** The Service Provider shall not use the name and/or trademark/logo of the Client, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Client.

5.21.3 Waiver:

No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Agreement neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

5.21.4 Entire Agreement:

This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence/agreements/ understanding. Any amendment, modification, change or revision to this Agreement as mutually agreed between the Parties hereto shall be made in writing. The Service Provider will provide the Services only on the terms and conditions set out in this Agreement and any other terms and conditions presented by the Service Provider (whether on any purchase order or otherwise) are hereby expressly rejected in favour of these terms and conditions.

5.21.5 Non-Exclusive Agreement:

This Agreement is on a non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to Client; and the Client shall be free to engage any other Service Provider/s or may entrust services similar to the Services or any part thereof to any other person/s.

5.21.6 Non-Compete:

The Service Provider shall not use contacts made as a result of providing the Services under any Work Order to solicit or accept business directly or indirectly for themselves or for any third party and the Service Provider shall not publicise any business activities other than those of whilst performing the Services.

5.21.7 Authority to Sign:

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

5.22 FRAUD AND CORRUPTION

The Service

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

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

Section 6: ANNEXURES

Annexure A: ELIGIBILITY CRITERIA

Part A-Evaluation / Ranking Matrix for Empanelment of Chartered Accountant (CA)/Cost and Management Accountant (CMA) Firms/LLP		
S.N.	Criteria	CA/CMA Firm
1	Who may apply	Partnership Firm, LLP, with its head office / branch office situated in Uttar Pradesh.
2	Qualification	Registered Member of ICAI/ICWAI since last 10 years as on date of application
3	Designated Partners	The designated partner(as per Appendix III) should be exclusively handling GST/ Indirect Tax assignments within the firm for a minimum period of preceding 5 years.
4	No. of years of experience of the Firm	10 years, out of the same, the applicant should have experience of at least 5 years in GST/indirect taxes of any Government Department or state/ central PSU.
5	Gross receipts (Rs., lakhs) average of preceding 3 years (2020-21, 2021-22, 2022-23)	Rs 50 lakhs
6	No. of assignments with public sector Banks/all India FIs/ other public sector entities.	10 assignments completed successfully (last 5 years, work orders placed to be enclosed)
7	Age limit	Not more than 60 years as on application date for, or one active partner undertaking the assignment.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

Annexure B: EVALUATION / RANKING MATRIX

PartA-Evaluation / Ranking Matrix for Empanelment of Chartered Accountant(CA)/Cost and Management Accountant (CMA) Firms/LLP			
Sl No	Parameter	Evaluation Criteria	Maximum Marks
1	Turnover		20 Marks
	<p>The Applicant should have achieved an Average Annual Turnover of Rs.50 Lakhs (Rupees Fifty Lakhs) during the preceding 3 (three) years (2020-21, 2021-22, 2022-23). To calculate the average turnover, the total turnover achieved by the Applicant during last 3 years shall be divided by 3. Documentary evidence: Certificate in original in the prescribed format in the RFP and Copy of supporting documents to be submitted. Certificate from the statutory Auditor and Copy of supporting documents to be submitted.</p>	<p>Rs. 50 lakhs $\leq x <$ Rs. 60 lakhs: 10 marks Rs. 60 lakhs $\leq x <$ Rs. 70 lakhs: 15 marks Rs. 70 lakhs $\leq x$: 20 marks (where 'x' is average turnover during the preceding 03 years)</p>	
2	Experience - Number of Years		20 marks
	<p>Members should be registered with Institute of ICAI/ICWAI since last 10 years. Documentary evidence: Copy of membership certificate issued by ICAI/ICWAI to be submitted and copy of membership card of the Partners. Five Marks would be given to the Firm with GST Consultant. (One mark for each GST Consultant subject to maximum of 5 GST Consultants)</p>	<p>10 years $\leq x <$ 15 years: 5 marks 15 years $\leq x <$ 20 years: 10 marks 20 years $\leq x$: 15 marks (where 'x' is years of experience as on 01.01.2023)</p>	
3	Experience - Number of Projects		30 marks
	<p>The Applicant in last 3 years i.e. (2020-21, 2021-22 & 2022-23) should have been in panel of minimum 04 (Four) Govt. Department/ Public Sector Bank for Statutory Audit work / GST Consulting Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.</p>	<p>1 assignment = 3 Marks (Up to a Maximum of 30 Marks for 10 assignments)</p>	
4	Similar Experience - Number of Projects		30 marks
	<p>The Applicant experience in similar assignment (examination & validation of expenditures for disbursement of subsidy/ incentives under any Govt. Policy) Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.</p>	<p>1 assignment = 5 Marks (Up to a Maximum of 30 Marks for 06 assignments)</p>	
	TOTAL		100 marks

Minimum score of 70 marks is required in the evaluation process and only those bids having minimum score would be eligible for the empanelment.

Annexure C:

SCOPE OF WORK

CA/CMA

- Verification & Certification of Capital Investment done by the investor. Inspection and physical Verification
- Examination of Viability Reports/ DPRs Verification of Installed Production Capacity and capacity utilization thereof Verification of source of Finance
- GST payments made, credit availed and other related info there of
- The Applicant shall also be required to access the portal (Nivesh Mitra) for extracting any information or other detail on need basis.
- MIS.
- Work as required and updated under the policy and respective guidelines and GOs from time to time.
- Physical Examination of installation & verification of Capital Investment at site (land, building and plant & machinery) under the respective policies, guidelines, and relevant GO's
- Valuation of assets including but not limited to Land & Building, Plant and Machinery, Other constructions and Civil works of industrial Units.
- The Applicant shall also be required to access the portal (Nivesh Mitra) for extracting any information or other detail on need basis.
- Misc. other works
- Value assessment of the building and providing a comparative assessment of it along with the latest CPWD/ PWD rates.

Appendix I:

Letter of proposal for Chartered Accountant/Cost & Management Accountant

Date:

To,
The Nodal Officer
UP ELECTRONICS CORPORATION LIMITED

Sub: Proposal for **“EMPANELMENT OF CHARTERED ACCOUNTANTS/COST & MANAGEMENT ACCOUNTANT”**

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Service Provider for undertaking the Assignment.
4. We shall make available to UP ELECTRONICS CORPORATION LIMITED any additional information it may find necessary or required to supplement or authenticate the Bid.
5. We acknowledge the right of UP ELECTRONICS CORPORATION LIMITED to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises. (Appendix IV) as a non-debarment affidavit is a mandatory requirement. It needs to be attached in the technical bid, in addition to the cover letter).
7. We declare that:
 - We have examined and have no reservations to the Bidding Documents, including any Addendum issued by UP ELECTRONICS CORPORATION LIMITED.
 - We do not have any conflict of interest in accordance with the RFP document.
 - We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with UP ELECTRONICS CORPORATION LIMITED or any other public sector enterprise or any government, Central or State; and

- We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Service Providers to Bid for the Assignment, without incurring any liability to the Service Providers, in accordance with the RFP document.
- We understand that, in case of any fact found false, the proposal shall be treated as cancelled even after award of LoA.
- We declare that we are not a member of any other firm submitting a Proposal for the Assignment.
- We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
- We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate UP ELECTRONICS CORPORATION LIMITED of the same immediately.
- We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by UP ELECTRONICS CORPORATION LIMITED in connection with the selection of the Service Provider, or in connection with the Bidding Process itself, in respect of the abovementioned Assignment and the terms and implementation thereof.
- In the event of our being declared as the successful Service Provider, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by UP ELECTRONICS CORPORATION LIMITED or in respect of any matter arising out of or concerning or relating to the Bidding Process.
- The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
- We agree and understand that the Proposal is subject to the provisions of the

Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.

- We agree to keep this offer valid for 365 days from the Proposal Due Date specified in the RFP.
- We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

For and on behalf of *(Name of Service Provider)*

Duly signed by the Authorized Signatory of the Service Provider

(Name, Title and Address of the Authorized Signatory)

Appendix III: APPLICATION FORM
(for Chartered Accountant/Cost & Management Accountant Firm)

S.N.	Particulars	Details (enclose supporting documents, wherever required)
1	Name of the Applicant	
2	Constitution of Applicant	
3	Date of registration / Incorporation	
4	Office Address (Head Office)	
5	Office Address (Branch Office in Uttar Pradesh)	
6	Telephone	
7	Email-id	
8	PAN	
9	GST No.	
10	General Profile of the Applicant	Provide details on separate sheet
11	ICAI/ICMAI Membership Details of Partners,	
12	Details of Designated Partner	(Details to be furnished in similar Format, Separate sheets may be added)
	Name	
	ICAI/ICMAI Membership No.	
13	Details of Key Personals	(Details to be furnished in similar Format, Separate sheets may be added)
	Name	
	ICAI/ICMAI Membership No.	
14	Membership of any other national or international body of Auditors	
15	Registration of key persons/applicant with various authorities	
16	Presence by way of regional offices in how many states	Provide details on separate sheet
17	List of Government Departments/State PSUs/Central PSUs/Banks/FI's where Applicant is already empanelled	
18	Recent Photograph of the key person/s along with name/s whose credentials is being considered for satisfaction of Qualification criteria	Provide details on separate sheet

Appendix V: FINANCIAL CAPACITY OF THE APPLICANT

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

Certificate from the statutory Auditor

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

Date:

(Signature, Name and Designation of the Authorized Signatory)

Name and seal of the audit firm (CA Letterhead)

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

Appendix - VI - EXPERIENCE OF THE AAPPLICANT

(On the letterhead of the Bidder)

Sl. No.	Particulars	Description
1	Name of the Organization	
2	Address of the contact details of Organization	
3	Details of Work Experience	
	Sl. No. -01 (Attach Work Order)	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	Sl. No. - 02 (Attach Work Order)	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	(Project details to be furnished in similar Format) Separate sheets may be added	

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

Appendix VII: NON-BLACKLISTING SELF-DECLARATION

(On the letterhead of the Service Provider)

I / We agree that the decision of the Authority in relation to RFP for “EMPANELMENT OF CHARTERED ACCOUNTANTS/COST & MANAGEMENT ACCOUNTANTS (VALUERS) / inUP ELECTRONICS CORPORATION LIMITED”, addition or deletion will be final and binding to me / us.

I / We confirm that we have not been blacklisted by Central or State Governments or Banks or Financial Institutions & PSUs as on the date of Application

Name of the Bidder

Signature of the Authorised Person.....

Name of the Authorized Person.....

Appendix VIII:FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

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

Dated this the ____ Day of ____ 2024

For _____

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

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

To executed only if the Bidder is a Company, Agency or firm.

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix IX: TERMS OF AGREEMENT

Date of Execution of this Agreement: ----

Place of Execution of this Agreement: LUCKNOW,

Party 1:

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

Party 2:

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

Effective Date of the Agreement:

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

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

For CLIENT:

For and behalf of Service Provider

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix X: NON-DISCLOSURE AGREEMENT

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

BETWEEN

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

And

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

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

WHEREAS

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

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

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

- A. "Agreement" shall mean: this Agreement (including any schedule or annexure to it and any document in agreed form).
- B. "Confidential Information" shall mean: such information as the Disclosing Party may provide in any form whether oral, graphic, written, electronic or machine-readable form on any media, to the Receiving Party, concerning the purpose including but not limited to:

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

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

- C. "Related Company" in relation to a Party means, the holding company or subsidiary or joint venture of that Party or the Subsidiary or joint venture of the holding company of that Party which are operating under common control;
- D. "Representatives" as to any Party shall means any of its directors, officers, employees and consultants, financial advisors or authorized service providers who have a need to know and being directly involved in the implementation of the Purpose or for compliance, internal procedures, legal or regulatory purposes.

2. USE OF THE CONFIDENTIAL INFORMATION

- a. In consideration of the Disclosing Party agreeing to make the Confidential Information available to the Receiving Party, Receiving Party agrees with Disclosing Party as follows:
- b. Receiving Party will not make any use of the Confidential Information except for the purpose of executing the arrangement mentioned hereinabove and in particular (but without limitation) will not use any of the Confidential Information for any other purpose, commercial or otherwise;
- c. Receiving Party will use Confidential Information only for the Purposes mentioned hereinabove with Disclosing Party. For greater certainty, Receiving Party shall not use or modify Confidential Information as the basis for the design or creation of any other product, technology or information or use any of the Confidential Information directly or indirectly to compete against Disclosing Party or use the Confidential Information in any manner which might be detrimental to Disclosing Party.
- d. Receiving Party shall keep separate all Confidential Information and all information data, analysis, reports etc. generated by Receiving Party based

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

- e. Receiving Party will hold the Confidential Information in the strictest confidence and will not disclose or divulge any part or let of such information be identified or assumed, save as permitted by Clause 2(e) below to any third party without Disclosing Party's prior written consent which may be withheld or given on such terms and conditions as Disclosing Party may consider appropriate.
- f. Receiving Party will restrict access to the Confidential Information to such of its Representatives as strictly need to have access for the purpose of executing the arrangement and Receiving Party will impose upon all such person's obligations of confidentiality equivalent to those contained in this Agreement and Receiving Party will be responsible for ensuring that all such persons comply with these obligations.
- g. Receiving Party shall not make copies of or reproduce any of the Confidential Information nor shall it permit copies of the Confidential Information to be made unless the same is strictly required for the purposes of its evaluation by Receiving Party and approved in writing by Disclosing Party.
- h. Receiving Party shall not file any patent application or other similar protection for inventions solely or partly based on Confidential Information.
- i. The Disclosing Party may at any time, request the Receiving Party in writing to return the Confidential Information and the Receiving Party will return the same forthwith. Upon accomplishing the Purposes abovementioned, Receiving Party shall forthwith return all Confidential Information, retaining no copies and expunge it from any computer, word processor or other like device except one copy for the purpose of its confidential records.
- j. Nothing contained in this agreement shall be construed by implication or otherwise as an obligation on the part of either Party to enter into any further agreement with each other or prevent either Party from entering into agreements with others.
- k. The undertaking contained in this Clause 1 shall continue in full force and survive the date of termination/ expiry of this Agreement between the Parties.
- l. Any intellectual property made as a result of instructions issued by Disclosing Party or using Confidential Information provided by Disclosing Party will be the sole property of the Disclosing Party and the Receiving Party shall not use such product in full or in part without prior written approval of the Disclosing Party.

3. EXCEPTION TO RESTRICTIONS

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

- a. to any disclosure of Confidential Information authorized by Disclosing Party in writing.

- b. information, which at the time of disclosure is already or subsequent to the disclosure comes in the public domain through no breach of this Agreement; or
- c. information, which is in possession of Receiving Party prior to disclosure by the Disclosing Party (if the Receiving Party can prove such knowledge to the Disclosing Party by documentary evidence); or
- d. information, which is hereafter lawfully disclosed by a third party to Receiving Party, which information such third party did not acquire under an obligation of confidentiality to the Disclosing Party; or
- e. any information independently developed or acquired by Receiving Party without reference to or reliance upon Confidential Information as evidenced by Receiving Party's written records; or
- f. information which is or becomes available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party; or
- g. is required by law to be disclosed before a competent Court, Tribunal or Authority, provided that unless restricted by law, the Receiving Party, shall notify the Disclosing Party in writing promptly that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy form any court or tribunal at its cost.

4. REPRESENTATIONS AND WARRANTIES

- a. Disclosing Party doesn't make any representation or warranty as to the accuracy or completeness of the Confidential Information.
- b. Disclosing Party represents and warrants that the use of the information will not infringe or violate any patent or other proprietary rights of a third party.
- c. Receiving Party acknowledges that the information is provided "as is" and without any representation or warranty, express or implied, by the Disclosing Party, as to the accuracy or completeness of the information or any warranty.
- d. Receiving Party represents and warrants that it shall protect the Confidential Information received with at least the same degree of care used to protect its own confidential information from unauthorized use or disclosure.
- e. Receiving Party acknowledges that all information disclosed by the Disclosing Party in pursuance of this Agreement shall at all times remain the property of the Disclosing Party. No rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under patent, invention, discovery, copyright or other industrial property right held or licensable by either party.
- f. Receiving Party shall not mention or otherwise use the name or trademark of Disclosing Party or its related company in any publication, press release, promotional material or other form of publicity without the prior written consent of the Disclosing Party.

5. INDEMNITY

Receiving Party will be responsible for any breach of any of the terms of this Agreement by Receiving Party or any of its employees and Receiving Party

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

6. SPECIFIC PERFORMANCE

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

7. VARIATION

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

8. WAIVER

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

9. INVALIDITY

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

10. ASSIGNMENT

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

entity which acquires all or substantially all of its capital stock or assets related to this Agreement through purchase, merger, consolidation, or otherwise.

11. ANNOUNCEMENT

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

12. NO GRANT OF RIGHTS

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

13. ENTIRE AGREEMENT

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

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

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

14. NOTICES

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

Name of the Service Provider
Address:.....
Attention:
E-Mail:.....

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

15. Any such notice, demand or communication shall unless the contrary is proved,

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

16. DISPUTES RESOLUTION

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

17. GOVERNING LAW AND DISPUTE RESOLUTION

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

18. TERM

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

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

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

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

Appendix XI: AFFIDAVIT

I/we hereby apply for EMPANELMENT AS CA FIRM/CMA FIRM in your institution and declare that:

1. I/We declare that the particulars furnished above are true to the best of my/our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with UP ELECTRONICS CORPORATION LIMITED.
2. I/We understood and accept that empanelment shall be at the discretion of UP ELECTRONICS CORPORATION LIMITED as per requirement and UP ELECTRONICS CORPORATION LIMITED has a right to reject our application without assigning any reasons therefor.
3. I/We shall submit the reports as per standard formats prescribed by the UP ELECTRONICS CORPORATION LIMITED with correct and full information and without negligence.
4. If my/our application for empanelment in UP ELECTRONICS CORPORATION LIMITED is considered favourably, I/we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by UP ELECTRONICS CORPORATION LIMITED from time to time.
5. I/we understand that Empanelment as such does not guarantee award of assignments by UP ELECTRONICS CORPORATION LIMITED.
6. I/We understand that Empanelment is subject to periodical review by UP ELECTRONICS CORPORATION LIMITED.
7. I/We understand that UP ELECTRONICS CORPORATION LIMITED reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever.
8. The verification/certification/valuation shall be conducted on the basis of accepted principles as also the criteria/terms of reference specified by UP ELECTRONICS CORPORATION LIMITED from time to time.
9. I/We shall maintain secrecy of the business allotted by UP ELECTRONICS CORPORATION LIMITED.
10. I/We shall not enter into any financial transaction with the PICUP's clients to the detriment of UP ELECTRONICS CORPORATION LIMITED's interest.
11. Under no circumstances, I/we shall use the name or logo of UP ELECTRONICS CORPORATION LIMITED in our correspondence with any other institution/agency.
12. If any wrong certification is detected, I/we hereby consent that UP ELECTRONICS CORPORATION LIMITED may take steps as deemed fit.
13. I/We undertake to keep UP ELECTRONICS CORPORATION LIMITED informed of any events or happenings which would make me ineligible for empanelment as a Technical Consultants/Valuer/Engineer.
14. I/We have not concealed or suppressed any material information, facts and record and I have made a complete and full disclosure.
15. I/We am/are a citizen/incorporated/registered in India.
16. I/We have not been convicted of any offence and sentenced to a term of imprisonment.
17. I/We have not been found guilty of misconduct in professional capacity; neither have I been removed from the panel of any central or state PSU/ Bank or public sector FI on account of non-performance, work found below standards, or malfeasance,

18. I/We are not an un-discharged insolvent; and
19. I/We have not been convicted of an offence connected with any proceeding under the Income Tax Act, 1961, Wealth Tax Act, 1957, Gift Tax Act, 1958, Customs Act, 1962, Central Excise Act 1944 or CGST Act, 2017.
20. I/We hereby understand that UP ELECTRONICS CORPORATION LIMITED at any point of time may discontinue the empanelment without giving any reasons, to this effect, I/we have no objection.
21. I/We undertake that if any assignment is awarded, I/we shall not sub-contract the assigned work.
22. I/We shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the assessment, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the report becomes public whichever is earlier.
23. I/We while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record should be maintained till the disposal of the case.

Date:

Place:

SIGNATURE OF THE APPLICANT

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