Tender Document
Request for Proposal (RFP)
for
Empanelment Of CA/CMA/CE Firms (Valuers) In Invest U.P. Lucknow.

E-Bid Reference:
E-Tender Portal: https://etender.up.nic.in

Invest UP
6th Floor, A–Block, PICUP Bhawan
Vibhuti Khand, Gomti Nagar
Lucknow–226 010 (Uttar Pradesh)
T : 0522-2720236 & 2720238
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NOTICE INVITING TENDER

Request for Proposal for Empanelment of CA/CMA Firms (Valuers) In Invest U.P.

The details of submission of e-Bids are available in the RFP document available at the e-Tender portal https://etender.up.nic.in and Invest UP's website https://invest.up.gov.in , Invest UP reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

Issuing Authority:

General Manager - Policy

Invest UP,

2nd, 4th 6th FLOOR, A-BLOCK, PICUP BHAWAN, VIBHUTI KHAND

GOMTI NAGAR,

LUCKNOW-226010 (U.P.)

Disclaimer

1. The information contained in this Request for Proposal ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Invest UP, Uttar Pradesh or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by Invest UP to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest UP in relation to the mandate. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Invest UP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest UP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. Invest U.P., its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. Invest UP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
6. Invest UP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The issue of this RFP does not imply that Invest UP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the mandate and Invest UP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Invest UP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Invest UP shall not be liable in any manner whatsoever for the same or for any other costs or other

expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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

Contents

Disclaimer 2
1. General information 7
2. Data Sheet 8
3. Terms of reference 10
3.1 Background 10
3.3 Scope of work 10
3.4 Service Level Benchmarks and Compliance 10
3.5 Scheduled Fee/Charges Payable by Invest UP for the assignment 11
3.6 Review and Monitoring of Bidders Work 11
4. Eligibility criteria 12
4.1 Eligibility criteria 12
4.2 Selection Process-Technical Evaluation: 14
4.3 Method of Selection, Empanelment & Work Allocation 20
4.4 Payment Schedule and timelines 21
5. Instructions to Bidders 22
5.1 General instructions 22
5.1.1 Number of Proposals and respondents 22
5.1.2 **Proposal preparation cost** 22
5.1.3 **Right to accept and reject any or all the Proposals.** 22
5.1.4 **Clarifications** 22
5.1.5 Amendment of the RFP 23
5.1.6 Data identification and collection 23
5.2 Preparation and submission of Proposals 23
5.2.1 **Language and currency** 23
5.2.2 **Proposal validity period and extension** 24
5.2.3 **Format and signing of Proposals.** 24
5.2.4 **Submission of e-bid/Proposal** 24
5.2.5 **Deadline for submission** 26
5.2.6 **Late submission** 26
5.2.7 **Withdrawal and resubmission of Proposal** 26
5.2.8 **Selection of the Bidder** 27
5.2.9 **Proposal opening** 27

5.2.10 **Opening of Proposals** 27
5.2.11 **Confidentiality** 28
5.2.12 **Tests of responsiveness** 28
5.2.13 **Clarifications sought by Department.** 28
5.2.14 **Proposal evaluation** 28
5.2.15 **Conflict of Interest** 29
5.2.16 **Performance Guarantee-** 30
5.2.17 **Consortium& Subcontracting** 30
5.2.17.1 Consortium :No Joint Venture/Consortium shall be allowed. 30
6. General Conditions of Contract (GCC) 31
6.1 General conditions 31
6.1.1 Definitions 31
6.1.2 **Law Governing Contract** 32
6.1.3 **Language** 32
6.1.4 **Notices** 32
6.1.5 **Authorized Representatives** 32
6.1.6 **Taxes and Duties** 32
6.1.7 **Fraud and Corruption** 32
6.1.8 **Limitation of Liability** 33
6.1.9 **Insurance** 33
6.1.10 **Penalty** 34
6.2 Commencement, Completion, Modification and Termination of Contract 34
6.2.1 **Effective Date of Contract** 34
6.2.2 **Commencement of Work** 34
6.2.3 **Expiration of Contract** 35
6.2.4 **Modifications or Variations** 35
6.2.5 **Warranty** 35
6.2.6 **Force Majeure** 35
6.2.7 **Termination** 36
6.2.8 **Risk and Cost** 37
6.2.9 **Obligations of the Bidder** 38
6.2.3 **Obligations under Labour Code** 39
6.2.4 **IPR Rights & Confidentiality** 39
6.2.12 **Accounting** 40

6.2.13 **Obligations of the Client** 40
6.2.14 **Payments to the Bidder** 41
6.2.15 **Good Faith and Indemnity** 41
6.2.19 **Settlement of Disputes** 42
7.1 **Form 1: Power of Attorney** 44
7.1.2 Form 2: Covering Letter: (On the letterhead of the bidder) 45
7.1 Form 3: Details of Bidder (On the letterhead of the bidder) 48
7.1 Form 4: Financial capacity of the Bidder 49
7.1 Form 5: Performance Guarantee Format – 50
7.1 Form 6: Eligible assignments of the Bidder 53
7.1 Form 7: Composition of the team and tasks of team members 54
7.1Form 8: Non-Debarment Affidavit (On stamp paper of INR 100/-) 55
7.1 TERMS OF AGREEMENT 56
7.1 NON-DISCLOSURE AGREEMENT 58
7.1 AFFIDAVIT 65
8.1 7.8 Form 8: Financial Proposal 67

1. General information

The Request for Proposal (RFP) document can be downloaded from e-procurement website http://e1tender.up.nic.in Key dates for this RFP are as below:

- Last date to receive pre-bid queries: 16/06/2026, 1600 hrs (IST)
- Date of pre-bid conference: 17/06/2026, 1600 hrs (IST)
- Last date of submission of proposals: 30/06/2026, 1600 hrs (IST)
- Date of opening of technical bid: 30/06/2026, 1700 hrs (IST)

The Department reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

The contact details are:
Sh. Vijay Kiran Anand
Invest UP
4th Floor, A–Block, PICUP Bhawan
Vibhuti Khand, Gomti Nagar
Lucknow–226 010 (Uttar Pradesh)
T : 0522-2720236 & 2720238
E : info@investup.org.in
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2. Data Sheet

1	Name of the Bid	Request of Proposal for Empanelment Of Ca/Cma Firms (Valuers) In Invest U.P.
2	Method of selection	QBS
3	Bid Processing Fee	Non-Refundable/Nonadjustable fee of INR 10,000/- + 18%GST (INR 11,800) deposited through RTGS. P**lease Note: No exemption to MSMEs/Start-ups under this bidder**
4	Ernest Money Deposit (EMD)	Refundable amount of INR 2,00,000/- (Two Lakh Only (through RTGS)).
5	Performance Guarantee	The **successful bidder shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG)** equivalent to the amount of EMD which is Rs.2 Lacs. PBG shall be issued by a **Scheduled Bank acceptable to Invest UP**, payable on demand, and shall remain valid for a period of 60 days **post completion of empanelment tenure. The** bidder shall submit the PBG **within five (5) days** of issuance of the **Letter of Award (LoA)**.
6	Exemption to MSEs/Startups	Not Allowed
8	Name of the Department's official for addressing queries and clarifications	Sh. Vijay Kiran Anand Invest UP 4th Floor, A–Block, PICUP Bhawan Vibhuti Khand, Gomti Nagar Lucknow–226 010 (Uttar Pradesh) T : 0522-2720236 & 2720238 E : info@investup.org.in W: https://invest.up.gov.in/
9	Proposal Validity Period	180 days
10	Proposal Language	English
11	Proposal currency	INR
12	**Schedule of Bidding Process**	
	Task	**Key Dates**
	Bid upload date/time	11-06-202, 1100 hrs (IST)
	Last date of receiving queries	16-06-2026,1600 hrs (IST)
	Pre-bid conference	17-06-2026, 1600 hrs (IST)
	Proposal Due Date (PDD)	30-06-2026, 1600 hrs (IST)
	Bid Start Date	11-06-202, 1100 hrs (IST)

	Bid End Date	30-06-2026, 1600 hrs (IST)
	Opening of Technical Bids	30-06-2026, 1700 hrs (IST)
13	Consortium to be allowed	No
14	Contact numbers	+91-522-3129570 & +91 522 6923000
15	Account details	**For Bid Processing Fee & EMD** **Address - Trade Tax Office, Mirabai Marg, Lucknow** **Name: Invest UP** **Account No - 2408021800000010** **IFSC Code -PUNB0631200** **Bank code - 631200**

3. Terms of reference

3.1 Background

Invest UP, erstwhile Udyog Bandhu, is an organization of the State Government of Uttar Pradesh dedicated towards promoting and facilitating investment in the state, besides solving various problems of existing & up-coming industries.

Invest U.P. is the Nodal agency facilitation and implementation of below mentioned policies

- Industrial Investment & Employment Promotion Policy 2022,
- UP Electric Vehicle Manufacturing & Mobility Policy 2022
- UP FDI, Fortune Global 500 & Fortune India 500 Companies Investment Promotion Policy 2023
- Any other Policy for which Invest Up would be Nodal agency

Invest U.P. invites application/proposal to Empanel Chartered Accountant firms, Cost & Management Accountant Firms and Chartered Engineers (Valuers) Firms/individuals for Examination and Verification of applications by Eligible Industrial Units for Availing Subsidy/Incentives under policies mentioned in clause 1.1.3 above.

3.3 Scope of work

- GoUP has introduced various incentive policies to boost investment in the State of Uttar Pradesh, among all the Invest UP is a Nodal agency for below mentioned polices.
  - Industrial Investment & Employment Promotion Policy 2022,
  - UP Electric Vehicle Manufacturing & Mobility Policy 2022
  - UP FDI, Fortune Global 500 & Fortune India 500 Companies Investment Promotion Policy 2023.
  - Any other Policy for which Invest Up would be Nodal agency

- For details applicants are advised to refer the above policies, which can be accessed https://invest.up.gov.in/policies/
- To validate the Incentive claim/expenses claimed by the qualified applicants under the polices mentioned under clause 3.1.1. the empanelment is being done.
- The applicant shall be allocated work on the basis of Alphabetical Order in rotation (A to Z) by their legal entity name.
- The selected applicant/firm will have to provide qualified manpower for carrying out the following activities under the scope of work per assignment basis. The detailed scope of work is spelled out in Annexure C

3.4 Service Level Benchmarks and Compliance

- If the Service provider fails to meet the timeline which shall not exceed 30 days from the date of issuing the work order, a penalty of 2.5% will be levied for every delay beyond 15 days from the scheduled timeline. This amount will be deducted from the invoice amount raised by the service provider. The determination made by Invest UP in this regard shall be final and binding.

- The timeline of 30 days may be relaxed by a further period of 15 days if the agency has sufficient and genuine reasons for not completing the work within the scheduled time frame. The relaxation of 15 days is at absolute discretion of Invest UP.

3.5 Scheduled Fee/Charges Payable by Invest UP for the assignment

- Verification of Capital Investments

Capital Cost Range	Proposed Range (Excluding Applicable Taxes) (In Rs)
Above 50 Cr to Rs 200 Cr	1,50,000/-
Above Rs 200 to Rs 500 Cr	2,50,000/-
Above Rs 500 to1000 Cr	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/-

- Verification of SGST Claim for Projects under IIEPP 2022, Rs 30,000 for each quarterly claim.
- For GCM calculation verification under Capital Subsidy Claim- Rs 100,000/-
- For any other Ad-hoc work- Rs 25,000/-
- Payment schedule for the assignments:
  The payment for the assignment shall be made to the selected Applicant on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule. Invest UP will designate certain officers who will physically verify the work of Empanelled Chartered Accountant (CA)Firm/ Cost & Management Accountant (CMA) Firm/Chartered Engineer (Valuer)/Firm.
- 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/engineering firms, TOR shall be issued, and admissible charges would vary from depending on the scope of work.

3.6 Review and Monitoring of Bidders Work

- 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.
- 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.

4. Eligibility criteria

4.1 Eligibility criteria

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

Note:

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

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to qualify as Eligible Bidder.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

The Bidders must carefully examine the below mentioned Eligibility Criteria. The Bidder has to meet all the Eligibility criteria set out in this clause for financial evaluation.

The Bidder meeting all criteria mentioned in table herein shall be termed as Eligible Bidders.

Annexure A- <u>ELIGIBILITY CRITERIA FOR Chartered Accountant and Cost Management Accountant</u>

#	Eligibility Conditions	Documents required
1	The Bidder should be a Company or Partnership Firm registered at least 10 years prior to the Bid Due Date under the Companies Act or Partnership firm registered under the Partnership Act of 1932. LLP's meeting the above eligibility criteria shall also be allowed.	*(Registration certificate/PAN/GST should be submitted for the same as applicable)*
2	Financial Capacity: The Bidder should have Average Annual Turnover of INR 50 Lakhs in any three financial years2 (i.e. out of FY 2022-23, 2023- 24, 2024-25 & 2025-26*). *In case of unavailability of audited financial statement for Financial Year 2025-2026 the bidder may submit the Provisional statements self-certified by the Charted Accountant.	S*tatutory Auditors certificate or Balance Sheet and Profit and Loss Account for the last three financial years and Form 4.* *(In case of non-availability of Audited statement for FY 2025-26, provisional certificate self-attested by CA shall be provided)*
3	The Bidder should have experience of at least 10 (Ten) projects in providing similar service to the Government State/Central organizations/ departments /PSUs in last 5 years (before the Proposal due date)	*1. Form 5* *2. Respective Work Order/Purchase order/completion certificates from atleast 10 clients shall be submitted for the same.*

#	Eligibility Conditions	Documents required
4	Bidders shall be a Registered Member of ICAI/ICWAI since last 10 years as on date of application	Registration Certificate
5	The Bidder should not have been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	*(An undertaking as per form 7)*

Annexure A

ELIGIBILITY CRITERIA FOR Chartered Engineer		
S.N.	**Criteria**	**Chartered Engineers (Valuers)**
1.	Who may apply	Individual / Sole proprietorship firm, partnership firm, LLP, LLC Firms/Entities
2.	Qualification	Qualified with bachelor's degree in civil/mechanical/electrical/ disciplines of engineering from a recognized university.
3.	Essential criteria	
	Applicant as individual	1. Registered with the Institute of Engineers or institution of valuers. 2. Registered with Insolvency & Bankruptcy Board of India in the valuation category of either land & building or plant & machinery. 3. Registered with the Institute of Engineers/ Institute of Valuers since last 10 years as on date of application.
	Applicant as partnership firm or LLP/Company	4. Registered with the Insolvency & Bankruptcy Board of India in two categories of valuers for 'Land and building' and valuers for 'plant and machinery'. 5. On panel of any public sector Bank as 'Lender's Independent Engineers'. 6. Designated Partner/Director (Appendix-IV) to be registered with the Institute of Engineers/ Institute of Valuers since last 10 years as on date of application.

ELIGIBILITY CRITERIA FOR Chartered Engineer		
S.N.	**Criteria**	**Chartered Engineers (Valuers)**
4.	No. of years of experience	10 years. Must be on the panel of at least 02 PSU/ PSU banks & FIs/ Government NBFCs
5.	**Gross receipts (Rs., lakhs**) average of preceding 3 years (2020-21, 2021-22, 2022-23)	
	Applicant as individual	Rs 20 Lakhs
	Applicant as partnership firm /LLP/Company	Rs 50 lakhs
6.	No. of assignments with public sector Banks/all India FIs/ other public sector entities.	07 assignments completed successfully within the last 5 years (work orders placed to be enclosed)

4.2 Selection Process-Technical Evaluation:

The technical proposals shall be opened of all eligible bidders and the bids that qualify as per the technical evaluation criteria stated below will be considered as technically qualified. Any Bidder that passes the benchmark score is declared as technically qualified and their financial bids shall be opened. The rest would be considered technically non-qualified and would not participate in the process. Financial proposals of the eligible and technically qualified bidders shall be opened.

Annexure B-

Part A-Evaluation / Ranking Matrix for Empanelment of Chartered Accountant (CA)/Cost and Management Accountant (CMA) Firms/LLP

#	*Criteria*	*Maximum Marks*	*Documents to be submitted*

A	*Average annual turnover of in any consecutive financial years2 (i.e. out of FY 2022-23, 2023-24, 2024-25 & 2025-26*).* **In case of unavailability of audited financial statement for Financial Year 2025-2026 the bidder may submit the Provisional statements self-certified by the Charted Accountant* a. *INR ≥50 and< 60 Lakhs – 15 Marks* b. *INR ≥60 and <70 Lakhs – 20 Marks* c. *INR ≥ 70 Lacs and Above – 25 Mark*	*25*	Form **4** and CA certificate with UDIN number along with Audited Financial statements -Balance Sheets, Profit and Loss Accounts, Annual Reports.
B	The Applicant in in any **three** financial years[2] (i.e. out of FY 2022-23, 2023- 24, 2024-25 & 2025-26*). should have experience of Govt. Department/ Public Sector Bank for Statutory Audit work / GST Consulting or audit. 1 assignment = 2.5 Marks (Up to a Maximum of 25 Marks for 10 assignments)	*25*	Form 5 and Work Orders/completion certificate from clients. Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.
C	The Applicant's experience in similar assignments (examination & validation of expenditures for disbursement of subsidy/ incentives under any Govt. Policy) 1 assignment = 2 Marks [over and above the 10-assignment threshold mentioned in the eligibility conditions] (Up to a Maximum of 10 Marks for 05 assignments)	*10*	Form 5 and Work Orders/completion certificate from clients. Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.
D	Total No. of years of registration with Institute of ICAI/ICWAI: a. *≥10 and<15 Years – 5 marks* b. *≥15 and<20 Years – 10 marks* c. *≥20 and<25 Years – 15 marks* a. *≥25 years and above – 20 marks*	*20*	Registration Certificate
E	Technical Presentation	*20*	Technical presentation to be submitted at the time of technical presentation only. Bidder is requested not to submit any

			document regarding the technical presentation with the technical Proposal
	Total	*100*	

Annexure B

-Part B- Evaluation/Ranking Matrix for Empanelment of Chartered Engineers/Valuers (For INDIVIDUAL VALUER ONLY)			
Sl No	**Parameter**	**Evaluation Criteria**	**Maximum Marks**
1	**Turnover**		**20 Marks**
	The Applicant should have achieved an Average Annual Turnover of Rs.20 Lakhs (Rupees Fifty Lakhs) during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Applicant during last 3 years shall be divided by 3. Certificate from the statutory Auditor and Copy of supporting documents to be submitted. ***Documentary evidence:*** Certificate in original in the prescribed format in the RFP and Copy of supporting documents to be submitted.	<=Rs 20 lakhs and <Rs. 30 lakhs: 10 marks <=Rs. 30 lakhs and <Rs. 40 lakhs: 15 marks <= Rs. 40 lakhs : 20 marks (Average turnover during the preceding 03 years)	
2	**Qualification & Experience – Number of Years**		**20 marks**
	Registered with the Institute of Engineers or institution of valuers. ***Documentary evidence:*** Copy of registration certificate issued by the Institute.	<=10 years and <15 years: 10 marks <=15 years and <20 years: 15 marks <= 20years: 20 marks	
3	**Total Experience – Number of Projects**		**30 marks**

	The Applicant in last 3 years i.e. (2022-23, 2023-24 & 2024-25) should be in panel of 02 PSU/ PSU banks & Government NBFCs and experience of minimum 07 Govt. Department/ Public Sector Bank for Complete Valuation work. ***Documentary evidence:*** Copy of Work Order Duly Certified by the authorized signatory to be submitted.	1 assignment = 3 Marks (Up to a Maximum of 30 Marks for 10 assignments)	
4	**Similar Experience – Number of Projects**		**20 marks**
	The Applicant experience in similar assignment (examination & validation of expenditures for disbursement of subsidy/ incentives under any Govt. Policy) ***Documentary evidence:*** Copy of Work Order Duly Certified by the authorized signatory to be submitted.	1 assignment = 5 Marks (Up to a Maximum of 20 Marks for 04 assignments)	
5	Technical Presentation	Technical presentation to be submitted at the time of technical presentation only. Bidder is requested not to submit any document regarding the Technical presentation with the technical Proposal	10
	TOTAL		**100 marks**

Part B.2- Evaluation/Ranking Matrix for Empanelment of Chartered Engineers/Valuers

(For Partnership Firm/LLP/LLC/ Company)

Sl No	Parameter	Evaluation Criteria	Maximum Marks
1	**Turnover**		**20 Marks**
	The Applicant should have achieved an Average Annual Turnover of Rs.50 Lakhs (Rupees Fifty Lakhs) during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Applicant during last 3 years	<=Rs. 50 lakhs and <Rs. 60 lakhs: 10 marks	

	shall be divided by 3. Certificate from the statutory Auditor and Copy of supporting documents to be submitted. ***Documentary evidence:*** Certificate in original in the prescribed format in the RFP and Copy of supporting documents to be submitted.	<=Rs. 60 lakhs and <Rs. 70 lakhs: 15 marks <=Rs. 70 lakhs : 20 marks (Average turnover during the preceding 03 years)	
2	**Qualification & Experience – Number of Years**		**20 marks**
	Registered with the Institute of Engineers or institution of valuers. ***Documentary evidence:*** Copy of registration certificate issued by the Institute.	<=10 years and <15 years: 10 marks <=15 years and <20 years: 15 marks <=20years : 20 marks	
3	**Total Experience – Number of Projects**		**30 marks**
	The Applicant in last 3 years i.e. (2022-23, 2023-24 & 2024-25) should be in panel of 04 PSU/ PSU banks & Government NBFCs and experience of minimum 07 Govt. Department/ Public Sector Bank for Complete Valuation work. ***Documentary evidence:*** Copy of Work Order Duly Certified by the authorized signatory to be submitted.	1 assignment = 3 Marks (Up to a Maximum of 30 Marks for 10 assignments)	
4	**Similar Experience – Number of Projects**		**20 marks**
	The Applicant experience in similar assignment (examination & validation of expenditures for disbursement of subsidy/ incentives under any Govt. Policy)	1 assignment = 5 Marks (Up to a Maximum of 20 Marks for 04assignments)	

	Documentary evidence: Copy of Work Order Duly Certified by the authorized signatory to be submitted.		
5	Technical Presentation	Technical presentation to be submitted at the time of technical presentation only. Bidder is requested not to submit any document regarding the Technical presentation with the technical Proposal	10
	TOTAL		**100 marks**

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. Work as required and updated under the policy and respective guidelines and GOs from time to time.
Chartered Engineers (Valuers)	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

Note:

- 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.
- Eligibility Evaluation will be done by as per criteria mentioned under Annexure A at Invest UP. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP under the 'Evaluation and Selection' section.
- 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.
- The applicants would be ranked in descending order of their scores. Invest UP will give preference to the applicants who have scored the highest.

4.3 Method of Selection, Empanelment & Work Allocation

Methodology for Selection

The evaluation of bids for the selection of agencies shall be carried out using the Quality-Based Selection (QBS) methodology. Bidders obtaining a minimum qualifying score of 70%, as specified above, shall be considered successful and eligible for empanelment.
From amongst the successful bidders, **the top five bidders** in each category (CA and CE), as determined by the approved scoring matrix, shall be empanelled. The remaining qualified bidders shall be placed on a waiting list.
Additional empanelment from the waiting list may be undertaken as and when further requirements arise, based on the volume and nature of claim applications.

4.3.1 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 Invest UP based on performance and mutually agreed terms & conditions.

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

4.3.3 Invest UP reserves the right to drop any Applicant from the 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 Invest UP. Invest UP also reserves the right to modify the terms and conditions of empanelment.

4.3.4 The Invest UP 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 Invest UP regarding empanelment shall be final and binding on all Empanelled Applicants.

4.3.5 Empanelment with Invest UP does not guarantee allocation of work.

4.3.6 The applicant shall be allocated work on the basis of Alphabetical Order in rotation (A to Z) by their legal entity name.

4.3.7 In regard to Verification of Net GST Reimbursement claims, no empanelled agency shall verify the GST reimbursement claims of a specific project for more than four quarters.

4.3.8 The applicant shall be given 15 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 4.3.6.

4.3.9 Denial of assignment/project from Invest UP for more than 3 times will result into deplanement of the respective applicant/firm.

4.4 Payment Schedule and timelines

The payment for the assignment shall be made to the selected Applicant on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule. Invest UP will designate certain officers who will physically verify the work of Empanelled Chartered Accountant (CA)Firm/ Cost & Management Accountant (CMA) Firm/Chartered Engineer (Valuer)/Firm.

The bidder shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Bidder at rates as notified from time to time.

- All payments shall be made **subject to submission of invoices**, satisfactory performance verification, and approval by Invest UP.
- **No payment** shall be made for activities not approved or deliverables not accepted by Invest UP.
- **Statutory deductions** (e.g., TDS, GST, or other applicable taxes) shall be made as per prevailing Government norms.
- In case of any delay or unsatisfactory performance, Invest UP reserves the right to **withhold or recover payments** as deemed appropriate.

5. Instructions to Bidders

5.1 General instructions

5.1.1 Number of Proposals and respondents

5.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.

5.1.1.2 The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Department.

5.1.1.3 A Bidder applying individually shall not be entitled to submit no more than one Proposal.

5.1.2 **Proposal preparation cost**

5.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Department will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

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

5.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

5.1.3 **Right to accept and reject any or all the Proposals.**

5.1.3.1 Notwithstanding anything contained in this RFP, Department reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

5.1.3.2 Department reserves the right to reject any Proposal if:

a) At any time, a material misrepresentation is made or discovered, or
b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
c) The Bidder does not adhere to the formats provided in the Clause 7 to the RFP while furnishing the required information/details.

5.1.4 **Clarifications**

5.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Department and the Project site, sending written queries to the Department, and attending a Pre-Proposal Conference.

5.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Client in writing before the date mentioned in the Schedule of bidding process. The queries will be sent only by email at the mail id provided in communications details in the Data Sheet with subject clearly written the following identification:

"Queries/Request for Additional Information concerning RFP to undertake."

5.1.4.3 The Department shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD. The responses will be sent

by e-mail. The Client will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

5.1.4.4 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 5.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

5.1.5 Amendment of the RFP

5.1.5.1 At any time prior to the Proposal Due Date, the Department, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website http://etender.up.nic.inthrough a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Department shall not be responsible for it.

5.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Department may, at its own discretion, extend the Proposal Due Date.

5.1.6 Data identification and collection

5.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

5.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality.
- Received all relevant information requested from Department and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

5.1.6.3 Department shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

5.1.6.4 The Bidder shall review available information, if any, pertaining to the works and shall carry out all necessary surveys required and instructed by the Department.

5.1.6.5 The Bidder shall also make a detailed analysis of the site, the water levels and existing facilities available for execution of the works.

5.1.6.6 Department-provided data, information, and drawings are indicative and require rechecking, verification, and modification through site investigations to suit site conditions.

5.2 Preparation and submission of Proposals

5.2.1 **Language and currency**

5.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by

appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

5.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

5.2.2 **Proposal validity period and extension**

5.2.2.1 Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and Department may solicit the Bidder's consent for extension of the period of validity, if required. Department reserves the right to reject any Proposal, which does not meet this requirement.

5.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Department may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

5.2.3 **Format and signing of Proposals.**

5.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

5.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Department reserves the right to reject any Proposal that is not in the specified formats.

5.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

5.2.4 **Submission of e-bid/Proposal**

5.2.4.1 The bid submission module of e-procurement website http://etender.up.nic.in enables the Bidders to submit the Proposal online in response to this RFP published by the Department. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

5.2.4.2 The Bidders have to follow the following instructions for submission:

a) For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website http://etender.up.nic.in. The Bidders must obtain a user login ID and password. if they have not done so previously.

b) In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should fist

log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

c) For successful registration of DSC on e-procurement website http://etender.up.nic.in the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website http://etender.up.nic.in is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Department shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

d) The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.

e) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

f) Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already pre method of selectionpared and stored in the Bidder's computer.

g) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.

h) After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

i) Department reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

5.2.5 **Deadline for submission**

5.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website http://etender.up.nic no later than the time specified on the Proposal Due Date. The Department may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

5.2.6 **Late submission**

5.2.6.1 The server time indicated in the bid management window on the e- procurement website http://etender.up.nic.in will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

5.2.7 **Withdrawal and resubmission of Proposal**

5.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website http://etender.up.nic.in The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

5.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder’s forfeited of his/her e-bid/Proposal security.

5.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid

to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

5.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

5.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

5.2.8 **Selection of the Bidder**

5.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Department, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Department in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

5.2.9 **Proposal opening**

After the technical evaluation, the Department shall prepare a list of Eligible Bidders in terms of Clause 4.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of Eligible Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Department will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

Bidders are advised that selection shall be entirely at the discretion of the Department. Bidders shall be deemed to have understood and agreed that the Department shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

Any information contained in the Proposal shall not in any way be construed as binding on the Department, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

5.2.10 **Opening of Proposals**

5.3.10.1 Department will open all technical e-bids/Proposals, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at the Department office.

5.3.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Department, the e –bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee, as mentioned in the Data Sheet, must be submitted in the prescribed account of Department within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

5.3.10.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

5.3.10.4 The Department will prepare minutes of e-bid/Proposal opening.

5.2.11 **Confidentiality**

5.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

5.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

5.2.12 **Tests of responsiveness**

5.2.12.1 Prior to evaluation of the Proposals, Department will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

a) It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.

b) It contains all information as desired in this RFP.

c) Information is provided as per the formats specified in the RFP.

d) It mentions the validity period as set out in Data Sheet.

e) Bids are accompanied with Bid Processing Fee and EMD as specified in the Data Sheet of this RFP.

f) The Bid is unconditional.

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

5.2.13 **Clarifications sought by Department.**

5.2.13.1 To assist in the process of evaluation of Proposals, Department may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

5.2.14 **Proposal evaluation**

5.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 5.3.3. All Proposals as per form 1 found to be substantially responsive shall be evaluated as per the Eligibility Evaluation Criteria set out in Clause 4.1 of this RFP.

5.2.14.2 The Proposal containing the Eligibility Details in Clause 4.1 of the Bidder/s who do not meet the Eligibility Criteria shall not be considered for further process.

5.2.15 **Conflict of Interest**

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the Invest UP under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Udyog Bandhu's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Udyog Bandu, or that may place them in a position of being unable to carry out the assignment in the best interest of Udyog Bandhu. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

I. Conflict between assigned works and services: A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

II. Conflict among assignments: Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.

III. Relationship with Employer's staff: Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.

<u>Post Selection Conflict of Interest</u>:

a) The Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of Invest UP under this RFP and shall not indulge downstream supply of goods or construction of works or purchase of any asset or provision of any other services The Bidder should provide professional, objective and impartial advice and at all times hold Invest UP's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own interests.

b) The Bidder shall not, under any circumstances, represent or portray itself as an agent, partner, or authorized representative of Invest UP or the Government of Uttar Pradesh

for commercial or financial purposes.

c) The Bidder shall not charge, solicit, or receive any consultancy fee, commission, or other monetary consideration from any or third party **by virtue of its association with Invest UP**.

d) The Bidder and its personnel shall maintain the highest standards of integrity and ethics during the empanelment period.

e) In cases where the Bidder independently provides consultancy, advisory, or facilitation services to any third party, it shall:

   i. clearly disclose that such services are being provided in a private capacity, unrelated to Invest UP; and

   ii. ensure that no reference to Invest UP, its officials, logo, or affiliation is used in any proposal, invoice, or correspondence pertaining to such engagements.

f) The Bidder shall not engage in any activity that may create, or be perceived to create, a conflict of interest with the obligations under this RFP.

g) The Bidder shall disclose to Invest UP any situation that may give rise to a potential conflict of interest, including any business relationship, financial interest, or other arrangement with any entity that may be impacted by the Bidder's activities.

h) In the event of a conflict of interest, as determined by Invest UP, it reserves the right to terminate the empanelment, forfeit any dues payable, and take such other action as deemed appropriate.

i) Failure to disclose a conflict of interest shall render the RFP liable for termination of contract as well as disqualification from participation in future tenders of Invest UP for a period as may be determined by Invest UP.

5.2.16 **Performance Guarantee-**

The **successful bidder shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG)** equivalent to the amount of EMD which is Rs.2 Lacs.

- PBG shall be issued by a **Scheduled Bank acceptable to Invest UP**, payable on demand, and shall remain valid for a period of 60 days **post completion of empanelment tenure.**
- The bidder shall submit the PBG **within five (5) days** of issuance of the **Letter of Award (LoA)**
- All incidental charges related to furnishing the PBG (premium, commission, etc.) shall be borne by the bidder.

The Committee further noted that, upon due verification and satisfaction of performance obligations, the PBG may be **released or discharged within 60 days** post successful completion of the project, with no interest payable to the bidder.

The Performance Guarantee shall be in the format prescribed, which is attached as **Form 5 below (7.1.5)** to this RFP. Any deviation from the same shall not be permitted.

5.2.17 **Consortium& Subcontracting**

5.2.17.1 Consortium :No Joint Venture/Consortium shall be allowed.

5.2.17.2 Subcontracting : No Subcontracting shall be allowed

6. General Conditions of Contract (GCC)

NOTE: THE CONDITIONS OF CONTRACT MENTIONED HEREIN ARE TENTATIVE AND ILLUSTRATIVE. SUBMISSION OF THE RFP BY THE BIDDER SHALL NOT BE DEEMED TO BE A CONTRACT BETWEEN THE BIDDER AND INVEST UP. THE TERMS AND CONDITIONS OF THE FINAL AGREEMENT MAY DIFFER.

6.1 General conditions

6.1.1 Definitions

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

a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time, as they are applicable in the State of Uttar Pradesh.

b) "Authorized Representatives" shall have the meaning set forth in GCC Clause 6.1.5 ;

c) "Bidder" (including the term Agency) means any private or public entity that will provide the services to the Department ("the Client") under the Contract.

d) "Bid Processing Fee" shall mean the fee as specified in the RFP Data Sheet.

e) "Bills" or "Invoices" shall mean all such running bills, as also the final bills submitted by the Bidder regarding the works in consonance with Clause 3 of the Terms of Reference. All bills raised by the Bidder must in compliance with GST as also other extant statutory framework holding the field.

f) "Client" (including the term 'Department') means the InvestUp;

g) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any.

h) "Confidentiality" shall have the meaning set forth in GCC Clause.

i) "Dispute" shall have the meaning set forth in GCC Clause.

j) "EMD" means Earnest Money Deposit submitted by the Bidder.

k) "Government" means the Government of the Client's Country/State.

l) "LOA" means Letter of Award issued to the successful bidder by the Department/ Client issuing directions to commence the work.

m) "LOE" means the Letter of Empanelment issued to the successful bidder.

n) "Liquidated Damages" shall have the meaning set forth in GCC Clause 6.1.10.

o) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them.

p) "Penalty" shall have the meaning set forth in GCC Clause 6.1.11.

q) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts)

means a monetary guarantee to be furnished by the Bidder in the form prescribed for the due performance of the Contract.

r) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the work or any part thereof.

s) "RFP" means the Request for Proposal in response to which the Bidder has submitted a proposal, towards fulfilling the procurement of a commodity, service, or asset.

t) "Scheduled Bank" means Banks specified in the RBI Act, 1932.

u) "Work" means the work/services to be delivered/performed by the Bidder pursuant to the Contract, Terms of Reference specified in the RFP.

v) "Work Order" means the written document issued by the Client after signing of Contract requesting delivery of specified materials from the Bidder as per the Contract terms and conditions.

6.1.2 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

6.1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.1.4 **Notices**

6.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

6.1.4.2 A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

6.1.5 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client, or the Bidder may be taken or executed by the officials specified in the Contract.

6.1.6 **Taxes and Duties**

GST/other applicable taxes shall be as specified in the BOQ. GST of 18% shall be inclusive of fee quoted by the Bidder which will be paid by the Department additionally on the professional fee agreed as part of this Contract.

6.1.7 **Fraud and Corruption**

6.1.7.1 For the purpose of this Contract, the terms set forth below as defined as follows:

a) "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract

execution or indulging in any corrupt practices at any time during the subsistence of the agreement or in its performance.

b) "Fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract or at any time during the subsistence of the agreement or in its performance.

c) "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract or the subsistence of the agreement or its performance.

6.1.7.2 Measures to be taken

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Agreement or any time during the subsistence of the agreement and forfeit the Performance Bank Guarantee

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

6.1.8 **Limitation of Liability**

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the work to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance hereunder, or accident cased due to negligence of the Bidder, or the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Procuring Entity concerning IPR infringement.

6.1.9 **Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

a) loss of or damage to any works and materials, including damages due to human-made disasters like fire, explosion, flooding, electrocution etc.
b) loss of or damage to any equipment, property in connection with the Contract.
c) personal injury or death of the employees/third party personnel.
d) penalties and demands by labour regulatory department and any other regulatory authorities.

For any accident/ mishappening that may occur onsite, the Department/ Client does not take any responsibility for insurance coverage.

6.1.10 **Penalty**

Without prejudice to any other right of the Client under this Contract, the Client reserves the right to impose a Penalty for any breach of the terms of this Contract, the amount and nature whereof shall be decided by the Client depending upon the quantum and/or severity of the breach in each case.

Breach	Penalty
Failure to address the notice given by Invest UP	• For First instance, to be kept on watchlist. • For second instance, the concerned key personnel and team leader to be removed from the project. • For third instance, Contract shall be terminated.
Any incidence of misbehaviour by the staff of the Bidder	INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found under the influence of any drug or intoxicants	INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found attempting to claim false attendance	INR 10000 per incidence
Any other breach of contract	Suitable Penalty as determined by the Department, including declaring the bidder ineligible to be awarded a contract for a stated period of time.

Note: The penalty imposed may *inter alia* be recovered either by appropriation from the Performance Security or from final bills or by any other mode in accordance with the laws. Invest UP shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without written notice to the Bidder in the event of breach of this Agreement or for recovery of penalty specified herein.

The determination made by Invest UP in this regard shall be final and binding.

6.2 Commencement, Completion, Modification and Termination of Contract

6.2.1 Effective Date of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

6.2.2 Commencement of Work

The Bidder shall begin carrying out the work not later than 15 days after the Effective date specified in the RFP or the Contract.

6.2.3 **Expiration of Contract**

Unless terminated earlier pursuant to GCC Clause 6.2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

6.2.4 **Modifications or Variations**

a) The Department shall have power to order the Bidder to do any or all of the following as considered necessary or advisable during the progress of the work.

- Increase or decrease of any item of work included in the contract.
- Omit any item of work in the contract.
- Change the character or quality or kind of any item of work in the contract.
- Execute additional items of work of any kind necessary for the completion of the works; Change in any specified sequence, methods or timing of any part of the work;
- Change the location of the works and
- Any other item as desired by the Client

b) The Bidder shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to them in writing by the Client and such alteration shall not vitiate or invalidate the contract.

6.2.5 **Warranty**

- The Bidder warrants comprehensively that the services offered under the contract is as per current industry standards and incorporate all recent/latest improvements unless prescribed otherwise by the Department in the contract.
- If the Bidder, having been notified, fails to rectify and implement promptly any suggestions, the Department may proceed to take such remedial action(s) as deemed fit by the Department, at the risk and expense of the Bidder and without prejudice to other contractual rights and remedies, which the Department may have against the Bidder.
- Bidder shall have enough trainers so that the same are deployed for the Department promptly on receipt of order from the Department.

6.2.6 **Force Majeure**

6.2.6.1 Definition

For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to epidemics, quarantine restrictions, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies.

Force Majeure shall not include (i) strikes, lockouts or other industrial action; (ii) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (iii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion

of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

6.2.6.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

6.2.6.3 Time is of the essence

Time is of the essence as to the deployment of trainers and conducting of training by the Bidder considering the timelines.

6.2.6.3.1 Extension of Time

Any period within which a Party is required, under this Contract, to complete any action or task shall be extended for a duration equal to the time during which such Party was unable to perform the action due to a Force Majeure event. Such extension shall be subject to the condition that no extension of time shall be granted during or beyond the Investment Facilitation Period (as may be defined by Invest UP for key investor engagements). Further, any extension granted prior to such Facilitation Period shall not extend into it, except that Invest UP may, under exceptional circumstances, allow a reasonable extension prior to the commencement of the Facilitation Period.

6.2.6.4 Payments

During the period of their inability to perform the work because of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, subject to the condition that no such payments shall be made in case the Bidder is unable to perform the services during such period.

6.2.7 **Termination**

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if work is not possible to be rendered as per Applicable Laws or professional obligations.

6.2.7.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GCC Clause 6.2.7.1. In such an occurrence the Client shall give not less than thirty (15) days' written notice of termination to the Bidder, and sixty (30) days' in the case of the event referred to in (e).

a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

b) If the Bidder becomes insolvent or bankrupt.

c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the work for a period of not less than sixty (60) days.

e) If the Bidder sublets any part of contract without approval of the Client.

f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

g) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause.

6.2.7.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GCC Clause 6.2.7.2:

a) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 6.2.15 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.

b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the work for a period of not less than sixty (60) days.

c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause.

6.2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 6.2.7, the Client shall make the following payments to the Bidder:

a) payment pursuant to GCC Clause 6.2.12 for work satisfactorily performed prior to the termination date;

b) except in the case of termination pursuant to paragraphs (a) through (c) and (f) of GCC Clause 6.2.7.1, reimbursement of any reasonable cost, incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

6.2.8 **Risk and Cost**

If the Bidder (i) does not perform any of its obligations under this Contract or remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, upon service of a Performance Notice, within the time stipulated therein; or (ii) terminates this Contract before or during the training Period, the Client may, without prejudice to any other right or remedy under this Contract or any extant Law, by a notice in writing, carry out the part work/ part incomplete work by any means at the risk and cost of the Bidder. Provided also that if the

expenses incurred by the Client are less than the amount payable to the Bidder, the balance shall not be payable to the contractor.

In such an event, the Bidder shall have no claim to compensation for any loss sustained by it by reason of it having purchased or procured any materials or entered any engagements or made any advance on any account or with a view to the execution of the work or the performance of this Contract.

6.2.9 **Obligations of the Bidder**

6.2.9.1 Standard of Performance

a) The Bidder shall perform the work and carry out its obligations hereunder with all due diligence, efficiency and economically, in accordance with the terms of this Agreement, Work Order and Service Level Benchmarks (SLBs). The Bidder shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.

b) For matters where the Agreement does not specify any standard, the work performed shall conform to National/ International Standards or generally accepted professional standards, techniques and practices.

c) The Bidder shall always act, in respect of any matter relating to this Agreement, as faithful advisers to the Department, and shall at all times support and safeguard the Department's legitimate interests in any dealings with third parties.

d) In cases where the performance or/and quality of the Works/Services hereunder is/are found to be unsatisfactory, the Department may impose Penalties for the shortfall as per the terms of this Agreement.

6.2.9.2 Responsibility of the Bidder

The Bidder should commence comprehensive execution of all training activities as outlined in the tender documents in accordance with GCC Clause 6.2 and shall carry out the trainings in accordance with the program submitted by the Bidder with the approval of the Client. The Bidder is required to ensure the provision of trainers possessing the requisite expertise for the training sessions. Additionally, the Invest Up will facilitate the involvement of Subject Matter Experts (SMEs) from various organizations. The Bidder shall be responsible for coordinating with these SMEs and organizing specialized training modules in collaboration with them. This coordination must ensure that all training modules are delivered effectively, leveraging the expertise of both the Bidder's trainers and the appointed SMEs. No damage in any case shall be caused to any existing structure/Training Venue or place provided by the Department for conducting training. The Bidder shall be held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications. The Bidder will be responsible for the demonstration of the methods for conducting training. The Bidder will be responsible to provide the required number of manuals for the training. Notwithstanding anything mentioned in the RFP and Contract, the

Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Department from time to time.

6.2.3 **Obligations under Labour Code**

The Bidder shall fulfil all obligations under all applicable labour codes and rules and shall indemnify the Client from any and all claims arising out of non-compliance of the aforementioned labour codes.

6.2.4 **IPR Rights & Confidentiality**

6.2.4.1 IPR Rights

All deliverables in the form of data, software, designs, utilities, tools, outputs, plans, reports, models, systems and other methodologies and know-how submitted by the Bidder under this Contract shall become and remain the property of the Client and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Client's prior written consent.

The Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

6.2.4.2 Confidentiality

i. 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.

ii. 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 where the actions of Service Provider itself.

iii. 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.

iv. 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.

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

6.2.12 **Accounting**

The Bidder shall keep accurate and systematic accounts and records in respect of the work hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

6.2.13 **Obligations of the Client**

6.2.13.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

6.2.13.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Bidder under this Contract shall be increased or decreased accordingly under this Contract.

6.2.14 **Payments to the Bidder**

6.2.14.1 Professional fee and Payments

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

6.2.14.2 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 4.5 of the RFP. The Payment shall be inclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the work. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6.2.15 **Good Faith and Indemnity**

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

6.2.15.1 For breach of IPR Rights

The Bidder shall indemnify and hold harmless, free of costs, the Client and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the work provided by the Bidder under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

a) any content, data, modules, or other documents or work provided or designed by the Bidder for or on behalf of the Client. If any proceedings are brought, or any claim is made against the Client arising out of the matters referred above, the Client shall give the Bidder a notice thereof. At its own expense and in the Client's name, the Bidder may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Client informed.
b) If the Bidder fails to notify the Client within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its behalf at the risk and cost to the Bidder.
c) At the Bidder's request, the Client shall afford all available assistance to the Bidder in conducting such proceedings or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred in doing so.

6.2.15.2 For Losses and Damages Caused by Bidder

The Bidder shall indemnify and keep harmless the Client, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Client because of any act or

omission or default or negligence or trespass of the bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the contract.

In case the Client is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Client may incur about it, shall be charged to the bidder. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

The Client shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the bidder.

6.2.16 **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.

6.2.17 **Non-Exclusive Engagement:**

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

6.2.18 **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.

6.2.19 **Settlement of Disputes**

6.2.19.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

6.2.19.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing. This Agreement and the rights and obligations of the Parties shall remain in full force and effect and the Parties shall keep performing their obligations under this Contract, notwithstanding any disputes, pending any attempts at amicable settlement.

6.2.19.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed with mutual. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect and the Parties shall keep performing their obligations under this Contract, notwithstanding any disputes, pending the award in any arbitration proceedings hereunder.

6.2.19.4 Jurisdiction.

a) The venue of arbitration shall be in Lucknow, Uttar Pradesh. The language of arbitration proceedings shall be English.
b) Any dispute arising in relation to this Contract shall be subjected to exclusive Jurisdiction of Courts at Lucknow, Uttar Pradesh

Standard Forms

7.1 **Form 1: Power of Attorney**

Power of Attorney

(On stamp paper of INR 100/-)

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 **Request of Proposal for Empanelment Of Ca/Cma Firms (Valuers) In Invest U.P. Lucknow.** 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 _____2025

For _____

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

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date: ……..

Note:

1. To executed only if the Bidder is a Company, Agency or firm.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

7.1.2 Form 2: Covering Letter: (On the letterhead of the bidder)

Date:

To,
The Nodal Officer
Invest UP

Reference Request of Proposal for Empanelment Of Ca/Cma Firms (Valuers) In Invest U.P. Lucknow

Dear Sir,

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

will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We understand that, in case of any fact found false, the proposal shall be treated as cancelled even after award of LoA.
10. We declare that we are not a member of any other firm submitting a Proposal for the Assignment.
11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Invest UP of the same immediately.
15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Invest UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Assignment and the terms and implementation thereof.
16. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Invest UP or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
19. We offer an EMD as mentioned in data sheet to Invest UP in accordance with the RFP Document.
20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
21. We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

7.1 Form 3: Details of Bidder (On the letterhead of the bidder)

1.	Name of the project		
2.	Name of the bidder firm		
3.	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Fax Nos. (With STD Code)	
		E-mail ID	
		Website	
4.	GSTIN (Copy to be Enclosed)		
5.	PAN Card No (Copy to be Enclosed)		
6 A.	Name and designation of the Chief Executive of the firm		
6 B.	Address		
7 A.	Name and designation of the authority that is authorized to sign the e-Bid document		
7 B.	Address		
8.	Cost of tender (UTR No.) EMD amount (UTR No.)		
9.	Other Eligibility documents attached:		
9 A.	Documents in evidence of Past Experience		
9 A I.	List of important clients		
9 AII.	Proof of such association like accreditations, memberships and certificates from important past clients		

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Contact Number: _____

7.1 Form 4: Financial capacity of the Bidder

Financial Capacity of the Bidder

UDIN Number:
Name of the Company:

Particulars	**Rupees, in Crores**		
	FY 2022-23	**FY 2023-24**	**FY 2024-25**
Annual Turnover in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25.) *(Turnover of sister concerns/ affiliates would not be considered)*			
Average Annual Turnover for the last three financial years (i.e. 2022-23, 2023-24 and 2024-25			

_____
(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

_____
Signature, Address, Seal & Membership No. of Chartered Accountant

7.1 Form 5: Performance Guarantee Format –

To,

CEO
Invest UP
6th Floor, A–Block, PICUP Bhawan
Vibhuti Khand, Gomti Nagar
Lucknow–226 010 (Uttar Pradesh)

This guarantee made this _____ day of _____ month of 202__ by _____[Name and Address] (hereinafter called the bank which expression shall, unless repugnant to the contract include its successors and assignees) of the one part in favour of the [Invest UP], Lucknow (herein after called the Authority on which expression shall unless repugnant to the context include its successor and assignees) of the other part.

Whereas M/S _____ [Name of Contractor] R/O _____[Address of Contractor] (hereinafter called the Contractor) has participated in the tender for the_____ [Project Name].

And Whereas in accordance with the acceptance of the [LoE/LoA detail], the Contractor has to furnish performance security in the form of Bank Guarantee of the sum of Rs. _____(In Numbers) (Rs _____ only) (In Words). and whereas the Bank has accordingly at request of the contractor agreed to furnish this guarantee.

And Whereas we _____ Bank, (indicate the name, address and other particulars of the Bank), a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 (hereinafter referred to as 'the Bank") having its Head Office at _____ and a branch office amongst other places at _____ have agreed to irrevocably and unconditionally guarantee to the Authority that the Contractor shall comply with all the terms and conditions of the tender document to the satisfaction of the Authority.

NOW THEREFORE THE BANK HEREBY AFFIRMS AS FOLLOWS THAT: -

1. In consideration of the unconditional guarantee the bank hereby affirms that the bank is the Guarantor and responsible to the Authority, on behalf of the Contractor, and undertakes to pay on demand to the Authority the sum of Rs. _____(In Numbers) (Rs _____ only) (In Words) and the bank undertakes to pay the Authority, upon the Authority's first written demand and without cavil, demur or argument, any sum or sums within the limits of _____(Amount of Guarantee) as aforesaid without the Authority needing to prove or to show grounds or reasons for its demand for the sum specified therein.

2. The bank shall pay to the Authority on demand the sum under clause above without demur and without requiring the Authority to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that the Authority shall be the sole judge of and as together the Contractors have committed breach or breaches, if any, of the terms and conditions of the said tender documents/contract and the extent of losses, damages, cost, charges, expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on the bank and SECONDLY that the right of the Authority to recover from the bank any amount under this guarantee shall not be effected or suspended by reason of the fact that any dispute or disputes have been raised by the contractors with regard to their liability or the proceedings are pending before any tribunal, arbitrator quote with regard there to or in connection there with, and THIRDLY that the bank shall immediately pay the summoned clause to the Authority on demand and it shall not be open to the bank to know the reasons of or to investigate or to go into the merits of the demands or to question or to challenge the demand or to know any facts effecting the demand and LASTLY that it shall not be open to the bank to require proof of the liability of the contractor to pay the amount before paying the sum demanded under clause above.

3. The guarantee is in addition to and not in substitution for any other guarantee executed by the Bank in favour of the Authority on behalf of the Contractors.

4. The Contractors and the Authority will be at liberty to vary and modify the terms and conditions of the tender document/contract without effecting this guarantee, notice of which modifications to the bank hereby waived.

5. This guarantee shall not be affected by any change in the constitution of the bank or of the contractors nor shall the guarantee be affected by any change in the constitution of the Authority or any amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.

6. The neglect or forbearance of the Authority in enforcing any payments of money, the payment thereof is intended to be hereby secured or the giving of time by the Authority for the payment thereof shall in no way release the bank from its liability under this deed.

7. This guarantee is perpetual and irrevocable except with the written consent of the Authority.

8. This guarantee shall come into force from the date hereof and shall remain valid for a period of _____ from the date of _____. It shall also continue to be enforceable till all the dues of the Authority under and by virtue of the said financial bid have been fully paid and its claims satisfied or discharged or till the Authority informs that all the terms and conditions of the said Tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

9. Any claim which the bank has against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the Authority, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the bank’s obligations hereunder remain owing and outstanding.

10. Notwithstanding anything contained herein above:-

a. Our liability under this bank guarantee no _____ shall not exceed Rs. _____ (In Numbers) (Rs _____ only) (In Words).

b. In case [Name of the Contractor] is ordered to be wound up or dissolved, the liability of guarantor bank under the said guarantee shall stand terminated.

The bank under its constitution power gives this guarantee and Mr./Mrs./Ms. _____, who has signed on behalf of the bank, is duly authorized to execute this guarantee.

This guarantee shall not be discharged or affected due to any change in the name, constitution or address of the bank or the Contractor.

Dated _____

For and on Behalf of the Bank have signed this Deed on the day and year above written

Branch Manager

7.1 Form 6: Eligible assignments of the Bidder

(On the Letter Head 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	

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

7.1 Form 7: Composition of the team and tasks of team members

S. No.	Name	Present Designation	Number of years on Panel of the bidder	Qualification & Experience	No. of Trainings Conducted
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

We hereby undertake that all information, statements, and documents submitted in response to this Request for Proposal (RFP) are true, correct, and complete to the best of our knowledge and belief. We also understand that Invest UP reserves the right to verify the authenticity of the information provided at any stage of the evaluation or implementation process.

Name & signature of the authorized signatory

7.1Form 8: Non-Debarment Affidavit (On stamp paper of INR 100/-)

Date:

To,

Nodal Officer

Invest UP

Reference: Request for Proposal for Selection of Institute/ Agency for conducting training workshops for Invest UP Lucknow

Dear sir,

I/We _____ hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said RFP, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, Invest UP, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by Invest UP.

I/We, also declare that I/We have not be blacklisted / terminated / debarred by any State or Central Government or their agencies and have not been found guilty of any criminal offence by any court of law, in the last seven (7) years.

All abovementioned point is true, authentic to the best of my/our knowledge

Yours faithfully,

Name of the Bidder

…….

Signature of the Authorised Person

…….

Name of the Authorized Person

7.1 TERMS OF AGREEMENT

(On Rs 100/- Stamp Paper)

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:

7.1 NON-DISCLOSURE AGREEMENT

(On Rs 100/- Stamp Paper)

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

BETWEEN

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

And

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

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

WHEREAS

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

IT IS AGREED AS FOLLOWS:

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 latter, 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:

7.1 AFFIDAVIT

(On Rs 100/- Stamp Paper)

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

1. I/We declare that the particulars furnished above are true to the best of my/our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with Invest UP.
2. I/We understood and accept that empanelment shall be at the discretion of Invest UP as per requirement and PICUP has a right to reject our application without assigning any reasons therefor.
3. I/We shall submit the reports as per standard formats prescribed by the Invest UP with correct and full information and without negligence.
4. If my/our application for empanelment in Invest UP is considered favourably, I/we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by Invest UP from time to time;
5. I/we understand that Empanelment as such does not guarantee award of assignments by Invest UP.
6. I/We understand that Empanelment is subject to periodical review by Invest UP.
7. I/We understand that Invest UP reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever.
8. The verification/certification/valuation shall be conducted on the basis of accepted principles as also the criteria/terms of reference specified by Invest UP from time to time;
9. I/We shall maintain secrecy of the business allotted by Invest UP;
10. I/We shall not enter into any financial transaction with the PICUP's clients to the detriment of Invest UP's interest;
11. Under no circumstances, I/we shall use the name or logo of Invest UP in our correspondence with any other institution/agency;
12. If any wrong certification is detected, I/we hereby consent that Invest UP may take steps as deemed fit;
13. I/We undertake to keep Invest UP informed of any events or happenings which would make me ineligible for empanelment as a Technical Consultants/Valuer/Engineer.
14. I/We have not concealed or suppressed any material information, facts and record and I have made a complete and full disclosure;
15. I/We am/are a citizen/incorporated/registered in India;
16. I/We have not been convicted of any offence and sentenced to a term of imprisonment.
17. I/We have not been found guilty of misconduct in professional capacity; neither have I been removed from the panel of any central or state PSU/ Bank or public sector FI on account of non-performance, work found below standards, or malfeasance,
18. I/We are not an un-discharged insolvent; and
19. I/We have not been convicted of an offence connected with any proceeding under the Income Tax Act, 1961, Wealth Tax Act, 1957, Gift Tax Act, 1958, Customs Act, 1962, Central Excise Act 1944 or CGST Act, 2017.

20. I/We hereby understand that Invest UP at any point of time may discontinue the empanelment without giving any reasons, to this effect, I/we have no objection.
21. I/We undertake that if any assignment is awarded, I/we shall not sub-contract the assigned work.
22. I/We shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the assessment, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the report becomes public whichever is earlier.
23. I/We while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record should be maintained till the disposal of the case.

Date:

Place:

SIGNATURE OF THE APPLICANT

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

8.1 7.8 Form 8: Financial Proposal

[*Date*]

To: [*Name and address of Client*]

Subject: Financial proposal

Reference: (Insert name of the bidder)

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

We hereby quote the rates as per specifications uploaded in the E-gov portal.

S. No	Item Description	Rate including GST (INR) To be Put in as 1 or 0)
1		

_____

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

_____End of the RFP_____