

RFP

Request for Proposal

FOR
**EMPANELMENT OF CHARTERED ACCOUNTANT (CA)
FIRMS FOR APPRAISAL UNDER
MSME PROMOTION POLICY-2022**

Ref. No:- 1299 /UPICON/LKO/2023-24

17thFebruary2024



AUTHORITY:
**UTTAR PRADESH INDUSTRIAL
CONSULTANTS LIMITED,**

Corporate Office :A-708 & 709, 7th Floor, Rohtas Summit,
Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh- 226010
Website: www.upico.org ,email: info@upico.org

1. TENDER SCHEDULE

The information contained in this tender or subsequently provided to the bidder, whether verbally or in documentary or in any other form by or on behalf of , Uttar Pradesh Industrial Consultants Limited (herein after referred as UPICON) or any of its employees, is provided to the bidder on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement or an offer by the UPICON to the prospective bidder or any other person. The purpose of this tender is to provide bidders with information that may be useful to them in the formulation & submission of their bids pursuant to this tender.

This tender may not be appropriate for all persons, and it is not possible for the UPICON and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each bidder 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 tender and obtain independent advice from appropriate sources. Information provided in this tender to the bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The UPICON accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

UPICON and its employees/advisors make no representation or warranty and shall have no liability to any person including any bidder under any law, statutory 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 tender or otherwise, including accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

UPICON also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this tender. The UPICON 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 tender. The issue of this tender does not imply that the UPICON is bound to select a bidder or appoint the selected bidder as the case may be, for the job and the UPICON reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.

1.1 NOTICE INVITING APPLICATIONS

UPICON invites sealed technical proposals for **“Empanelment of Chartered Accountant Firms for Appraisal Under MSME Promotion Policy**

S.NO	DESCRIPTION	DATE/DETAILS
1	RFP submission Opening date	17-02-2024 at 12:00 Hrs
2	RFP submission closing date	23/02/2024 at 14:00Hrs
3	Opening of technical e- RFP	26/02/2024 at 16:00 Hrs

2. INSTRUCTIONS FOR SUBMISSION OF APPLICATION

2.1. Background

Uttar Pradesh Industrial Consultants Limited has decided to **“Empanelment of Chartered Accountant Firms for Appraisal under MSME Promotion Policy-2022”**

- 21.1. Pursuant thereto, UPICON invites for empanelment of the eligible consultants (the **“Applicant”**) As per Annexure A fulfilling the eligibility criteria as specified in this Empanelment document for the Services.
- 21.2. The Empanelment document shall be the basis for drawing up a list of Empaneled Consultants based on the marks obtained by the Applicants after evaluation of Applicants’ experience, credentials, etc.
- 21.3. The scope of services to be provided by the Empaneled Consultants shall include and not limited to the services provided shall also be governed by the provisions of the contract to be entered into between the selected empaneled Chartered Accountancy (CA) Firms and UPICON (the **“Contract”**) which sets forth the detailed terms and conditions for grant of the right to the selected Consultants (the **“Right”**).

2.2. Submission of Applications

- 22.1. All communications including the submission of Applications should be addressed to:

The MD UPICON

Corporate Office A-708 & 709, 7th Floor, Rohtas Summit
Vibhuti Khand, Gomti Nagar, Lucknow–
226010 Uttar Pradesh, India

E-MAIL-info@upico.in

Contact No. 7307539603

Name :- Abhishek Shukla

All communications, including the envelopes, should contain the required information, to be marked at the top in bold letters: **“Empanelment of Chartered Accountant Firms for Providing Appraisal under MSME Promotion Policy-2022”**

- 22.2. The issue of this document does not imply that the Authority is bound to select applicants for **“Empanelment of Chartered Accountant Firms for Providing Appraisal under MSME Promotion Policy-2022”** and the Authority reserves the right to reject all or any of the applications without assigning any reasons whatsoever.
- 22.3. The Applicant shall submit each of the following documents in the specified format as provided in the document, on or before the Application Due Date. The bidder shall provide all the information as per this tender document. The UPICON will evaluate only those proposals that are received in the required format and are complete in all respects.
- 22.4. The documents accompanying the Application submission shall include the following:
 - a. Cover Letter-cum-Undertaking in the prescribed format at **Annexure –D**
 - b. Details of Applicant in the prescribed format highlighting the category they wish to Be empaneled at **Annexure –B** along with supporting documentary proofs.
(As per annexure C)

- c. Similar experience of the to be printed on letter head of entity along with supporting documentary proofs.
225. The UPICON reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Applications.

2.3. Schedule of Empanelment Process

UPICON endeavors to adhere to the following schedule

Sl.No	Event Description	Date
1.	Bid submission opening date	17-02-2024 at 12:00 Hrs
2.	Bid submission closing date	23/02/2024 at 14:00Hrs
3.	Opening of technical e-bid	26/02/2024 at 16:00 Hrs

2.4. Amendments to RFP

241. At any time prior to the Application Due Date, Schedule of Empanelment Process, and the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, amend the Empanelment Document.
242. UPICON may, in exceptional circumstances, and at its sole discretion, extend the above proposal due date by issuing a corrigendum.

2.5. Cost of Application

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Empanelment Process including subsequent negotiation, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conductor outcome of the Empanelment.

2.6. Right to reject any or all Applications

261. Notwithstanding anything contained in this Document, the Authority reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
262. The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Tender. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.7. Short-listing and notification of Empanelment

- 27.1. After the evaluation of proposals in terms of this EOI document, the Applicants scoring the technical score would be ranked in the descending order and the Authority would announce a list of short-listed Applicants. The Authority will not entertain any query or clarification from Applicants who fail to be empaneled.

2.8. Validity of Applications

- 28.1. The applications shall be valid for a period of not less than 90 (Ninety Days) days from the Application Due Date (“**Application Validity Period**”). The validity of application may be extended by mutual consent of the respective applicant and the Authority.

3. ELIGIBILITY CRITERIA

3.1. Conditions of Eligibility

- 3.1.1. The Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Applications of only those Applicants who satisfy the following Conditions of Eligibility will be considered for evaluation.
- 3.1.2. The Applicant should be a single business entity (the “Single Business Entity”). A Single Business Entity shall mean a firm duly registered with Institute of Chartered Accountants of India (ICAI). CA firm head office should be in Lucknow region
- 3.1.3. The Applicant in the last 3 (three) years should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/ provision of service or contract nor have had any contract terminated for breach by such Applicant. If during the empanelment tenure the selected consultants is blacklisted / terminated / debarred by any state or central government or their consultants, the empanelment of the selected CA Firms shall stand cancelled.

Annexure A: Eligibility Criteria			
	S.No.	Criteria	CA Firm
	1.	Who may apply	Partnership, LLP,
	2.	Qualification	Member of (ICAI) at least for the preceding 05 years.

3	No. of years of experience	5 years' experience of Government Department/PSU Banks & FIs/Government NBFCs , preference should be given to the CA firm who already have the experience working on any other previous MSME policies Uttar Pradesh
4-	No of partners /Members	At least 2 Partners
6- Age limit	Not more than 60 years as on application date for individuals, or one active partner undertaking the assignment.	Not more than 60 years as on application date for individuals, anyone active partner/ any one full time active director of company.
7- No. of assignments with similar nature work	The Applicant experience in similar assignment (examination & validation of expenditures for disbursement of subsidy/incentives under any Government Policy)	10 assignments completed in last 5 years.

Annexure B: APPLICATION FORMAT FOR EMPANELMENT AS CA FIRM
I. General Information

S.No.	Particulars	Details (enclose supporting documents, wherever required)
1.	Category	
2.	Name of the Applicant	
3.	Constitution of Applicant	
4.	Date of registration/Incorporation	
5.	Office Address (Head Office)	
6.	Telephone	
7.	Email-id	
8.	PAN	
9.	GST No.	
10.	Membership of any other national or international body of Auditors	
11.	General Profile of the Applicant	Provide details on separate sheet
12.	Recent Photograph of the key person/s along with name/s whose credentials is being considered for satisfaction of Qualification criteria	
13.	Name of key persons, their qualification & ages a) b) c)	Name of all partners, their qualification & age
14.	Membership of Partners, their Qualifications and Age	
15.	Registration of key persons/ applicant with various authorities	
16.	Nos. and qualifications of key professionals in employment of Audit firms	Provide details on separate sheet
17.	Presence by way of regional offices in how many states	Provide details on separate sheet
18.	List of Government Departments/State PSUs/Central PSUs where Applicant is already empaneled	

Annexure-C**Documents List**

- 1- Firm Profile
- 2- Partnership Deed
- 3- ICAI Firm Card
- 4- Latest 3 years work order
- 5- Financial Statement for FY 2020-21, 2021-22 & 2022-23
- 6- Turnover Certificate
- 7- GST Registration Certificate
- 8- Pan Card of Firm
- 9- Empanelment letters in Government/PSU/ Banks

Annexure D

(To be furnished on the letter head of the firm/ Company on receipt of Offer through e-mail)

To,
The Managing Director,
UP Industrial Consultants Ltd.,
7th Floor, A-708 & 709,
Rohtas Summit, Vibhuti
Khand, Gomti Nagar,
Lucknow, U.P. – 226010

SUB: Appointment as Empaneled Chartered Accountant - Letter of acceptance of terms & conditions.

REF: Your offer letter dated

This bears reference to your above offer letter appointing us as Empaneled Chartered Accountant **for EMPANELMENT OF CHARTERED ACCOUNTANT (CA) FIRMS FOR APPRAISAL UNDER MSME PROMOTION POLICY-2022**

1. We have read the terms and conditions for selection/appointment of internal CA and agree to abide by the same.
2. We undertake that the assessment work assigned to us will be carried out by our own staff and no sub-contract of the work will be given and we / the firm will make necessary alternate arrangements to ensure uninterrupted assessment of the unit in case of any contingencies.
3. We declare that we are not partners or related to units or having any interest directly or indirectly in any transaction/arrangement with the units.
4. We further declare that we will not communicate or allow to be communicated to any person any information relating to the affairs of unit and we are going to maintain utmost confidentiality in all the matters which have come to our notice during the course of assessment. If in the opinion of the company there is any breach of any of these covenants by us or any of the employees of our firm the company is at liberty to initiate any action against the firm and firm is liable for any damages caused to the company or any of its claims.
5. The company is also at liberty to verify / inspect such records by the external CA of the company or other persons authorized by the Company and we shall have no objection in giving access to all such working papers / records and information relevant to the assessment.
6. We agree and undertake that the services rendered by us is liable for periodical review by the company and in case in the opinion of the company our services are not satisfactory, the company is at liberty to alter/modify/ vary/change any of the terms and conditions of the appointment after giving due intimation to the firm or summarily terminate the services of the firm if in the opinion of the company the firm or any of its employees has violated any of the terms of appointment.
7. In case of any dispute the decision of the company is final and only the appropriate court in Lucknow shall have the authority in jurisdictional matter.

Date:

Place: (Signature of the Authorized Signatory with seal)

4. OTHER TERMS AND CONDITIONS

4.1 Terms of Empanelment

- 4.1.1 The empanelment shall be valid initially for a **period of 1 years** . UPICON reserves the right to extend the same on yearly basis up to 1 (one) additional years on the same or mutually agreed terms & conditions subject to Periodical review of their performance.
- 4.1.2 UPICON will reject the Application of an Applicant, if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices.
- 4.1.3 UPICON also reserves the right to empanel any other Consultants or employ any Consultants outside the list of Empaneled Consultants, if required after carrying out a competitive bidding process.
- 4.1.4 UPICON reserves the right to drop any Applicant from the empaneled list without assigning any reason whatsoever. DoT also reserves the right to modify the terms and conditions of empanelment.
- 4.1.5 All decisions taken by UPICON regarding empanelment shall be final and binding on all Empaneled Consultants.
- 4.1.6 To the Selected Consultants and UPICON shall issue **Letter of Empanelment**

5. ALLOCATION OF WORK

- 5.1 Empanelment with UPICON does not guarantee allocation of work. A separate work order /Communication will be issued to the Selected Consultants for each assignment. The Selected Consultants shall not assign its responsibilities to any other consultants, in whole or in part, to perform its obligation under the Contract.

6. TERMINATION

- 6.1 Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one-month advance notice in writing.
- 6.2 UPICON reserves the right to withdraw/terminate empanelment in any of following circumstances:
 - (a) Applicant becomes insolvent, bankrupt, resolution is passed for winding up of the Applicant's organization
 - (b) Information provided to UPICON is found to be incorrect
 - (c) Empanelment conditions are not met within the specified time period
 - (d) Misleading claims about the empanelment status are made
 - (e) If the Selected Consultants is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of UPICON or any personnel in agreement executions.
- ii. **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a Contract, to UPICON, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive UPICON of the benefits of free and open competition.
- iii. **"Unfair trade practices"** means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.
- v. **"Collusive practices"** means a scheme or arrangement between two or more applicants with or without the knowledge of the UPICON, designed to establish prices at artificial, non-competitive levels;

Cost of Application Form

Initial Application fee Rs 750.00 inclusive GST payable through a Demand Draft in favor of "U.P Industrial Consultants Limited" payable at Lucknow (Non-Refundable).

Empanelment Fees

- Before Empanelment, there will be one time enrollment fee of Rs 10,000 inclusive GST and this fee is non-refundable through a Demand Draft in favour of "U.P Industrial Consultants Limited" payable at Lucknow.

7 Applicable Laws and Jurisdiction

- 7.1 Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 7.2 Alleged disputes between the parties shall be subject to the jurisdiction of the Courts situated in Lucknow only.

