

REQUEST FOR PROPOSAL (RFP) - E-tender

Appointment of Accounting Professional Firms for Internal Audit for  
UPSSCL

**Issued by:**

**UTTAR PRADESH STATE SUGAR CORPORATION LIMITED (UPSSCL)**

VipinKhand, Gomti Nagar Lucknow, Uttar Pradesh India -226010

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**Disclaimer**

This Request for Proposal (RFP) Document for “Appointment of Accounting Professional Firms for UPSSCL” contains brief information about the scope of work and selection process for the Successful Bidders (or ‘Successful Applicants’). The purpose of the RFP Document is to provide the Bidders or Applicants or Tenderers with information to assist the formulation of their bid application (“the Application”).

While all efforts have been made to ensure the accuracy of the information contained in this RFP Document, this document does not purport to contain all the information required by the Applicant. The Applicant should conduct their independent assessment, investigations, and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposal/ application. U.P. State Sugar Corporation Ltd. (“UPSSCL” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document.

UPSSCL reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating, or annulment through the issuance of an appropriate addendum as UPSSCL may deem fit without assigning any reason thereof.

UPSSCL reserves the right to accept or reject any or all applications without giving any reasons thereof. UPSSCL will not entertain or be liable for any claim for costs and expenses concerning the preparation of the applications to be submitted in terms of this Document.

# NIT

1	Name of the Bid	RFP for Appointment of Internal Auditors for UPSSCL
2	Time-period of contract	One year
3	Bid Processing Fee	Rs 2,360/- (Rupees Two Thousand Three Hundred Sixty Only) through RTGS/NEFT/NET BANKING only payable in favour of Uttar Pradesh State Sugar Corporation Limited
4	Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees Twenty Thousand Only)
5	Bid System	Two Bid System (Technical and Financial)
6	Name of the Corporation	U.P. State Sugar Corporation Limited, VipinKhand, Gomti Nagar, Lucknow-226010. Contact No.: 6389025502, 6389025506 Email: upstatesugarcorporation@gmail.com Website: www.upsugcorp.com Portal for online Bidding: <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
7	Bid Validity Period	120 days
8	Bid Language	English
9	Bid Currency	INR
10	Key Dates	Schedule
a.	Issue of Bid	23/10/2020
b.	Last Date of Bid Submission	06/11/2020 upto 18:55 hrs (IST)
c.	Date of Technical Bid Opening	07/11/2020, 11:00 hrs (IST)
11	Consortium to be allowed	No
12	Sub-contracting is allowed	No
13	Account details	<b>For Bid processing fee &amp; EMD:</b> Bid processing fee & EMD should be deposited in favour of U.P. State Sugar Corporation Ltd. through RTGS/NEFT/NET BANKING. The details are as under: Name of beneficiary: U.P. State Sugar Corporation Ltd. Bank Account No. 521301011031002 IFSC Code: UBIN0558664 Name of Bank & Branch: Union Bank of India, Sugar Corporation Branch, Gomti Nagar, Lucknow.

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## **Section I: General Information**

### **I.I. Background**

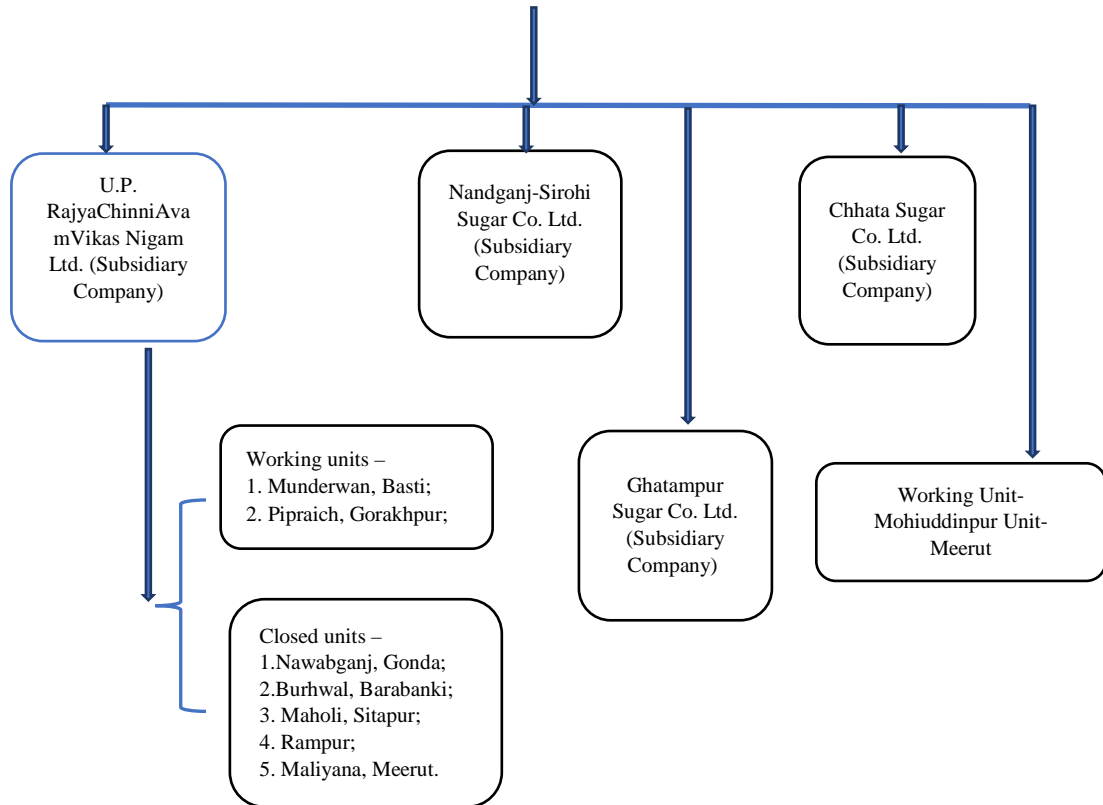
U.P. State Sugar Corporation Ltd. (hereinafter referred to as “UPSSCL” or “the Corporation”) is State Government company having CIN U15421UP1971SG003393 under the Companies Act 1956, (Now, Companies Act, 2013). UPSSCL have Authorised Capital of Rs. 1702.61 Cr. and Paid-up capital of Rs. 1648.31 Cr.

UPSSCL intends to avail the services from Accounting Professional firms for Internal Audit of its three operational Sugar Mills (units) namely Mohiuddinpur (Meerut), Munderwa (Basti) and Pipraich (Gorakhpur). Firms sending the proposal must have exposure to the Internal Audit, consultant for accounting, and financial matters. The firms qualified based on 2 (two) bid systems will be responsible for providing a range of services mentioned in the scope of work.

The Bidder firm fulfilling the eligibility criteria should upload technical bid and financial bid in respective field on e-tender website. Only the firms fulfilling the eligibility criteria should send their proposal. The firms have to attach the proofs/documents necessary to substantiate their claims.

## SECTION-II ORGANISATIONAL STRUCTURE

### U.P. STATE SUGAR CORPORATION LIMITED (Holding Company)



### **SECTION III: Scope of Work and Terms of Reference: -**

As per organisational structure, Uttar Pradesh State Sugar Corporation Limited is a holding company having four subsidiary companies. UPSSCL invites proposal for appointment of consultants for providing Internal Audit services for its three operational Sugar Mills (units) namely Mohiuddinpur (Meerut), Munderwa (Basti) and Pipraich (Gorakhpur) on a contractual basis to UPSSCL for a period of 1 (one) year, which may be extended for a further period of 1 (one) year on mutual agreement.

**Planning:** The Internal Auditor should develop and document a plan for each Internal Audit engagement to help him, conduct the engagement in an efficient and timely manner and as per the pronouncement of the Institute of Chartered Accountants of India. The firm shall provide the audit schedule well in advance (at least one week before start of audit) for proper arrangements for audit.

An assessment of the adequacy of the project financial management arrangements, including internal controls. This would include aspects such as adequacy and effectiveness of accounting, financial and operational controls, and any needs for revision; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls or creating them where there are none; verification of assets and liabilities. This would be done in every year of project implementation and specific comments on this aspect would be provided by the auditor annually in the Management Letter.

In conducting the audit, special attention should be paid to the following:

- a. To ensure voucher / evidence based payments to improve transparency.
- b. To ensure accuracy and timeliness in maintenance of books of accounts and financial reporting.
- c. To ensure adequacy and accuracy of periodical financial statements.
- d. To ensure compliance with laid down systems, procedures and policies.
- e. To assess, establish & improve efficiency of operations and overall internal control systems for prevention of frauds.
- f. To confirm on the reliability and integrity of financial and operational information.
- g. To shorten the interval between transaction and its examination by an independent person not involved in its documentation.
- h. To perform substantive checking in key areas and on the spot rectification of deficiencies to prevent the incidence of serious errors and fraudulent manipulations.
- i. To supplement the efforts of the organization in carrying out simultaneous internal checks of the transactions and compliance with the laid down systems and procedures of the organization.
- j. To supervise day to day accounting of payments & receipts of revenue and capital nature as per the various contract terms.
- k. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including that used in decision making.
- l. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
- m. To verify that the system of internal check and internal control is effective in design and operation.

- n. To verify that the system of internal check and internal control is effective in design and operation in order to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
- o. To identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
- p. To be involved in physical verification of assets of the company once in a year by 31st March as per detailed programme promulgated by the company.
- q. To check all items of Revenue/income and expenses/Expenditure on concurrent basis for their accuracy and reliability.
- r. The audit compliance includes the 100% audit of vendors' bill and complete & detailed audit verification of the final bill of the contractors for the project activity within the time frame as per UPSSCL existing policy & procedures. The guidelines issued by institute of Chartered Accountant of India on slandered on Auditing as amended from time to time may also be followed in this regards
  - To verify and scrutinize payments to contractors with reference to respective agreements and adjustment thereof while accounting for the work done by them and ensure those deductions in respect of mobilization & other advances, statutory deductions, etc. are correctly made from the bills. Also verify that all accounts are reconciled from time to time.
  - To verify work-in-progress with reference to field records such as Interim payment certificates and certification of progress issued by the executive, quantum of work-in-progress recorded should be compared with work orders/ contracts and subsequent approvals for variations, to ensure that payments are duly authorized.
  - To check that adjustments for returns, shortages, damages and unserviceable stores and materials at sites are properly made.
  - To ensure compliance of all contract/agreement conditions pertaining to finance and accounts, taxation and other applicable commercial laws/provisions.
  - To review terms and conditions of tender documents and agreements, verification of bank guarantees, insurance policies and specific emphasis to be given on final payments.
  - To plug loopholes, which might have crept in the system due to passage of time and complacency on the part of persons particularly, engaged in financial concurrences, release of payments, updating accounting records, authorizations as per Financial Accounting System etc.
- s. Additional objectives, if any, as would be deemed fit by the management.
- t. Any other issue or matter referred by the management for detailed Checking from time to time including pre-audit in any area of finance and accounts in the time frame given by the management

In conducting the audit, special attention should be paid to the following:

- b. All funds sent by head Office or Government have been used in accordance with the conditions laid down in the Project Implementation Plan and agreements and only for the purposes for which the funds were provided. Any other interim instruction related to financial audit vis a vis issuance of quarterly audited UCs.



c. All funds have been used in accordance with the relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which they were provided. d. All expenditure, including procurement of goods and services has been carried out as per the procurement manual of the program.

e. All the goods procured and issues are supported by valid receipts and issue documents and are recorded in the stock/ inventory registers and the closing balances worked out correctly.

f. Comments of general nature are to be avoided. Audit comments should be backed by specific instances with documental proof and any deviation from the prescribed procedure should be brought to the notice.

g. The expenditures reported as per the quarterly FMR also are in agreement with the audited expenditure / books of accounts and variances are documented.

### **Scope of Work / Responsibility**

The Internal Audit Service will consider the adequacy of controls, necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that management have taken the necessary steps to achieve these objectives and manage the associated risks.

The scope of Internal Audit work should cover all project, operational and management control and should not be restricted to the audit of systems and controls necessary to form an opinion on the financial statements.

The audit will be carried out in accordance with the relevant standards of auditing, and will include such tests and controls as the auditor considers necessary under the circumstances. The scope & responsibilities of the Internal Audit function includes the following both in the project phase and the operational phase.

The responsibilities of the Internal Auditors shall include reporting on the adequacy of internal controls, the accuracy and propriety of transactions, the extent to which assets are accounted for and safeguarded, the level of compliance with financial norms and procedures for the operational guidelines.

The Scope of work given below is illustrative and not exhaustive. There might be addition or deletion depending on the circumstances which shall have to be factored in the scope of work.

### **Internal Audit (Quarterly Basis)**

1. To undertake cash , bank and ledgers reconciliation,
2. To verify all vouchers
3. To verify the adequacy and accuracy of accounting, financial controls including application of accounting standard
4. To identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
5. To check the adjustments for returns, shortages, damages, and unserviceable stores and materials at sites are properly made.
6. To check on revenue management such as on:
  - Sale sugar etc.
  - Sale of Molasses
  - Sale of by-products
  - Interest Receivables
  - Other Incomes
  - Sale of tender Doc

- Sale of other items
- 7. To review the RFQ Procedure & Processes
- 8. To review the relevant Agreements, transactions, documents and other records maintained.
- 9. To verify services outsourced and related documentations.
- 10. To ensure compliance with Indian Contract Act, 1872, Companies Act, 2013, Foreign Exchange Management Act, 1999, GST and Other applicable taxes.
- 11. To ensure Compliance with Indian Accounting Standards.
- 12. To ensure correct reporting as required under Income Tax Act, 1961.
- 13. To suggest cost savings measures.
- 14. To suggest compliance with Labour Laws, Labour Cess – Remittance / Filings, ESI compliance / Remittance & Filing, PF remittance / filing. o. To highlight deviations and suggesting areas of improvement.
- 15. To carry out the compliance audit on pending issued.
- 16. **Regulatory compliances**
  - i. To check the matters related with Grants and Borrowings verify the utilization of grants and borrowings.
  - ii. To review the regulatory compliance framework and provide suggestions on post review
- 17. O&M related expenditures
  - i. Stores items
  - ii. Capital Expenditures
  - iii. Energy – Electricity / Diesel / Solar
  - iv. Water procurement
  - v. Salary
  - vi. All vendors payments related to O&M – House Keeping,
  - vii. Facility management, Security, CRM etc
  - viii. Imprest Management – Depot / Stations
  - ix. Repairs & Maintenance
  - x. Insurance
  - xi. Any other recurring and non-recurring expenses relating to O&M
- 18. To verify the adequacy and accuracy of accounting, financial controls including application of accounting standard.
- 19. To verify latest trial balance available at the time of Audit.
- 20. To verify Transactions properly recorded, documented and vouched.
- 21. To verify Revenue Leakage if any.
- 22. To spot rectification of the irregularities and implementation of system and procedure.
- 23. To verify other employee benefit related matters.
- 24. To verify HR & Administration related processes and decisions.
- 25. To provide suggestions on Finance, HR and Administration for improvement.
- 26. To certify the Statement of Expenditure
- 27. To carry out Compliance audit of pending observations and to issue Compliance Certificate thereon, on Quarterly basis.
- 28. To verify maintenance of fixed assets register showing particulars, including quantitative details and situations of fixed assets.

## 29. **Audit of Physical verification of assets**

- i. Physical verification of all the assets installed at various locations of UPSSCL.
- ii. Reconciliation of amount with Books of Account.

The scope of work is inclusive but not limited to above activities. The Consultant is supposed to work in as per UPSSSCL's requirements. The Consultant will have to submit quarterly report to the Managing Director and its copy to the General Manager of the unit.

## **INSTRUCTION TO BIDDERS**

### **A.1 General Instruction**

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified. To more clarify if a Firm submits a Tender for Maintenance of Accounts, it can not submit Tender for Internal Audit and vis-versa.

#### **A.1.1.Bid Document / Tender processing Fee**

- a. The tenderer shall bear all costs associated with the preparation and submission of its Bid and U.P. State Sugar Corporation Ltd. ("UPSSCL" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- b. The tenderers shall have to pay cost of bid document/ Tender processing fee of as mentioned in NIT through RTGS/NEFT/NET BANKING only payable in favour of U.P. State Sugar Corporation Limited in the A/c No. mentioned in NIT. The copy of RTGS/NEFT/NET BANKING receipt with transaction Id certified by the same bank must be enclosed along with the Bid. This cost of bid document/ Tender processing fee as mentioned in NIT will be non-refundable. This is to clarify that if any Firm participated in previous Tender published on 26.09.2020 will have to deposit Tender Fee Rs. 2360/- again.

### **A. Preparation and Submission of Proposals**

#### **B.1.1 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and UPSSCL shall be written in English language. Only English numerals shall be used in the Bid.

#### **B.1.2 Submission of Bid online on UP portal at <http://etender.up.nic.in>**

- a. The technical bid has to be submitted "online", which shall be marked as "Technical Bid".
- b. The financial bid has to be submitted "Online", which shall be marked as "Financial Bid".
- c. Once the Bid submission date and time is over, the Bidders cannot submit their Bid. For delay in submission of Bid due to any reasons, the Bidders shall only be held responsible.
- d. Physical submission will not be entertained.

#### **B.1.3 UPSSCL's right to accept any Bid and to reject any or all Bids**

- a. Notwithstanding anything contained in this Bid, UPSSCL reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. UPSSCL reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or

- The Bidder does not provide, within the time specified by UPSSCL, the supplemental information sought by UPSSCL for evaluation of the Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Bid have been opened and the highest/lowest ranking (as specified in tender) Bidder gets disqualified / rejected, then the UPSSCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of UPSSCL, including annulment of the Selection Process.

#### **B.1.4 Period of validity of Bid**

1. Bid shall remain valid for 120 days after the date of Bid opening prescribed by UPSSCL. A Bid valid for a shorter period shall be rejected by UPSSCL as non-responsive.
2. In exceptional circumstances, UPSSCL may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing.

#### **B.1.5 Earnest Money Deposit**

##### **B.1.5.1 Earnest money deposit (EMD)**

- a. The tenderer shall furnish, as part of its Bid, a Bid security/ EMD as stated in NIT through RTGS/NEFT/NET BANKING only in favour U.P. State Sugar Corporation Limited in the A/c No. mentioned in NIT. The copy of RTGS/NEFT/NET BANKING receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted. If any Firm participated in previous Tender published on 26.09.2020 and deposited Earnest Money therewith need not to deposit EMD again. However, proof of EMD deposit (earlier one) will have to be enclosed along with the Bid.
- b. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the Corporation on the Earnest Money Deposit.
- e. The successful Bidder's Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
  1. If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
  2. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

### **C.1.Terms of Payments:**

Annual fees will be paid in 4 (four) equal quarterly instalment by the Head Office on satisfactory performance. 10% of each instalment will be retained and paid after completion of 12 months of work.

### **2. Conflict of Interest**

2.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the UPSSCL's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

2.2 The Bidder has an obligation to disclose to the UPSSCL any situation of actual or potential conflict that impacts its capacity to serve the best interest of its UPSSCL. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by UPSSCL.

2.3 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

2.3.1 Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the UPSSCL to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

2.3.2 Conflicting assignments Conflict among consulting assignments: a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another UPSSCL.

2.3.3 Conflicting relationships Relationship with the UPSSCL's staff: a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of UPSSCL who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to UPSSCL throughout the selection process and the execution of the Contract.

### **3. Unfair Competitive Advantage** Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

### **4. Corrupt and Fraudulent Practices:** The UPSSCL requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure-3. In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit UPSSCL to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by UPSSCL.

**5. Eligibility Criteria:**

Sl. No.	Eligibility Criteria	Documents to be submitted
1.	The CA/CMA Firm should have been in operation for minimum 10 years in India.	Firm Constitution Certificate from ICAI/ICMAI
2.	The CA/CMA Firm having head office/branch office in Uttar Pradesh/Delhi may be given preference.	Firm Constitution Certificate from ICAI/ICMAI
3.	The Firm should have 01 fellow partners	Firm Constitution Certificate from ICAI/ICMAI
4.	Minimum association of partners with firm should be 5 years for two partners. Proprietorship firm having turnover more than 20 lakhs in last three years will also be considered.	Firm Constitution Certificate from ICAI/ICMAI
5.	The firm should have minimum average annual turnover of Rs. 10 Lakhs for the last three years. (FY 2016-17, 2017-18, 2018-19)	Audited Financial Statements
6.	The Firm is required to have PAN and GST Registration Number.	PAN, GST
7.	The firm or any partner of the firm should not be black listed by any Government Departments, C&AG, PSUs or any other organization in respect of any assignment or behaviour	Undertaking on letter head
8.	The Firm should have experience of doing Internal Audit/accounting work/compilation and preparation of financial statements on outsourcing of PSU/Government Entity/Govt. Organisation	Appointment Letters
9.	The firm should have minimum 5 employees on their roles	Self-Declaration

**6. Duration of Empanelment**

The duration of empanelment of Bidders shall be for a period of one year. Maximum 6 firms will be empanelled. However, the quality of service provided, and the performance of the Bidders shall be reviewed annually. An annual performance review shall be carried out in this regard and in case the performance is unsatisfactory, the Bidder can be disempaneled at UPSSCL's discretion.

**B. Preparation of Proposals**

- 7. General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal:** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the UPSSCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process. The UPSSCL is not bound to accept any proposal and reserves the right to annul the empanelment process at any time prior to empanelment, without thereby incurring any liability to the Bidder.
- 9. Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the UPSSCL, shall be written in English.

- 10. Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in **Annexure-1**.
- 11. Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
- 12. Proposal Validity:** Bidder's Proposal must remain valid upto 120 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- a. **Extension of Validity Period:** The UPSSCL will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 120 days more.
  - b. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 13. Sub-Contracting:** The Bidder shall not subcontract any part or the whole of the Services.
- a. A Bidder is required to submit a Proposal Securing Declaration as per the format provided in **TECH-3** of the RFP. A Proposal Securing Declaration be executed:
  - b. if a Bidder withdraws its proposal during the period of proposal validity specified by the Bidder in its proposal, or any extension thereto provided by the Bidder; or
  - c. if the successful Bidder fails to accept empanelment.
  - d. The UPSSCL may, declare the Bidder ineligible to be awarded contract/ PO/ procurement by the UPSSCL for a period of time 3 months
- 14. Clarification and Amendment of RFP:** The Bidder may request a clarification of any part of the RFP during the period of one week before the Proposals' submission deadline. Any request for clarification must be sent in writing, by email, to the **UPSSCL's email address: upstatesugarcorporation@gmail.com**. The UPSSCL may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Bidders. Should the UPSSCL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- a. At any time before the proposal submission deadline, the UPSSCL may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on UPSSCL website.
  - b. If the amendment is substantial, the UPSSCL may extend the proposal submission deadline to give the shortlisted Bidders reasonable time to take an amendment into account in their Proposals.
  - c. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.
- 15. Technical Proposal Format and Content:** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Only one CV shall be submitted for each expert. Failure to comply with this requirement will make the Proposal non-responsive.



### C. Submission, Opening and Evaluation

- 16. Submission, Sealing, and Marking of Proposals:** The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done on e-procurement portal of UPSSCL.
- 17.** An authorized representative of the Bidder shall sign the original submission letters in the required format for Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 18.** Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Proposal.
- 19. Confidentiality:** From the time the Proposals are opened to the time the Contract/letter of empanelment is awarded, the Bidder should not contact the UPSSCL on any matter related to its Technical Proposal.
  - a. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the empanelment.
  - b. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the UPSSCL in the evaluation of the Proposals or empanelment decisions may result in the rejection of its Proposal.
  - c. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Empanelment award publication, if a Bidder wishes to contact the UPSSCL on any matter related to the selection process, it should do so only in writing.
- 20. Opening of Technical Proposals:** The UPSSCL's evaluation committee shall conduct the opening of the Technical Proposals online as per the opening date, time stated in this RFP.
- 21. Proposals Evaluation:**

The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the UPSSCL will conduct the evaluation solely on the basis of the submitted Eligibility Criteria.
- 22. Evaluation of Technical Proposals:** The UPSSCL's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility criteria.
- 23. Financial Proposals** of qualified Technical Proposers will only be opened. Lowest bidder will be marked L1 and so on. Firms quoting higher rates may be called to match the lowest rate and accordingly decision will be taken for empanelment of the firms.
- 24.** Remaining qualified proposers may be called for discussion/negotiation as per discretion of the management for making panel of firms. Firms will be empaneled by UPSSCL for initial period of one year.

**25.** Units will be allotted at the discretion of management from the firms selected in panel.

**26.** Facilities: Firm will be provided following in Operational Units:

- i. Office Space
- ii. Office Furniture
- iii. Office Machines (Computer etc.)
- iv. Accommodation will be provided in Guest House of units (if available)
- v. No TA/DA will be paid.

**Form TECH-1**  
**Technical Proposal Submission Form**

**To,**  
**The Managing Director**  
**U.P. State Sugar Corporation Ltd.,**  
**Lucknow.**

**Dear Sirs**

We, the undersigned, offer to provide the valuable services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. “We are hereby submitting our Proposal.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the UPSSCL and/or may be sanctioned by the UPSSCL.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 120 days after the last date of submission.
- (c) We have no conflict of interest in accordance with ITB 2.
- (d) We meet the eligibility requirements as stated in ITB 3, and we confirm our understanding of our obligation to abide by the UPSSCL’s policy in regard to corrupt and fraudulent practices as per Annexure 5.
- (e) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the empanelment, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) In competing for (and, if the award is made to us, in executing) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988.
- (g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter of empanelment issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

We understand that the UPSSCL is not bound to accept any Proposal that the UPSSCL receives.

We remain,  
Yours sincerely,  
Authorized Signature {In full and initials}:  
Name and Title of Signatory:  
Name of Bidder:  
Address:  
Contact information (phone and e-mail):

**Annexure-2**

**I. General Information**

Sl. No.	Particulars	Details (enclose supporting documents, wherever required)		
1.	Name of the Firm			
2.	Date of Incorporation			
3.	ICAI/ICMAI Registration No. (Copy of Firm's Constitution Letter should be enclosed)			
4.	Registered Address			
5.	Concerned person's Name and Designation			
6.	Mobile no.			
7.	Email ID			
8.	Annual turnover over the past 3 years (copy of audited financial statements shall be enclosed)	FY 2016-17	FY 2017-18	FY 2018-19
9.	No. of Branch Offices and their addresses			
10.	No. of Qualified Staff			
11.	No of other Employees with their qualifications			
12.	PAN No. (copy of PAN shall be enclosed)			
13.	GST Registration No. (Copy of certificate shall be enclosed)			

**Form Tech 2**  
**A - Bidder's Organization**

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership etc.

**B - Bidder's Experience**

1. List only previous similar assignments successfully completed in the last five years.  
Details of orders for the quoted item executed should be furnished in the following format.

S. No.	Name of the Organisation	Nature of assignment	Government/ PSU/ Limited Company	Duration

*Table may be added as per no. of engagements.*

Certification We certify that that information provided as above, are true and correct to the best of my knowledge and belief.

Place

Date

Signature

Seal

Designation

### **Form Tech -3**

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing each of the tasks in TORs, to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

**TECH-4**

**Undertaking – 1**

I confirm that M/S.....

- a. Has not have been blacklisted/ debarred /declared ineligible for corrupt and fraudulent practices by the Govt. of India, State Govt./ Reserve Bank of India (RBI)/ INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA/INSTITUTE OF COST ACCOUNTANTS OF INDIA and should not have any disciplinary proceedings pending against the applicant firm or any of the partner with INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA/INSTITUTE OF COST ACCOUNTANTS OF INDIA/ RBI in last 5 (five) financial years.
- b. Does not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt. controlled institutions/ private organizations in India.
- c. Has not abandoned any work in last 5 (five) years.
- d. Has not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Does not ever been terminated due to poor performance.
- f. Has not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Has not been blacklisted by any organization.
- h. Has not submitted any misleading information in the Bid.
- i. Is financially sound to perform the work.

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Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

**Tech-5 Resume of Proposed Personnel**

1	Proposed Position		
2	Name of Firm		
3	Name of Staff		
4	Date of Birth		
5	Nationality		
6	Education		
Name of Institution		Degree(s) or Diploma(s) obtained:	Year
7	Membership in Professional Associations/ Trainings attended		
8	Work experience in similar nature work		
9	Language Read /Write		
10	Certification		
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Date:</p> <p>Full name of authorized representative:</p>		



**Tech-6**

**Form of Proposal-Securing Declaration**

Date: *[date (as day, month and year)]*  
RFP No.: *[number of RFP process]*

To,  
**The Managing Director**  
**U.P. State Sugar Corporation Ltd.,**  
**Lucknow.**

I, the undersigned, declare that:

I understand that, according to your conditions, proposals must be supported by a Proposal- Securing Declaration.

We accept that we will automatically be suspended from being eligible for participating in any procurement with the UPSSCL for the period of time of *three months* starting on *[date of Opening of Proposals]*, if we are in breach of our obligation(s) under the RFP conditions, because we:

(a) have withdrawn our Proposal during the period of Proposal validity specified in the Form Tech - 1; or

(b) having been notified of the acceptance of our proposal by the UPSSCL during the period of proposal validity, (i) fail or refuse to sign the Contract/or accept conditions of empanelment; in accordance with the ITB.

We understand this Proposal Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our proposal.

Name of the Bidder \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date

**Price Bid – F1**

To,

The Managing Director  
U.P. State Sugar Corporation Limited,  
VipinKhand, Gomti Nagar,  
Lucknow-226010.

Sub: Financial Proposal

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions. I/we hereby quote for UPSSCL of the services specified in Terms of Reference within the time specified:

S No.	Payment Details	Annual Fee for one Unit (Excluding GST) (INR)
1.	Professional fees for Internal Audit and other assignment as per TOR for the unit: Mohiuddinpur/Munderwa/Pipraich (mention name for which bid offered)	

(Price in words\_\_\_\_\_)

**Note:**

- The Total Amount to Be Quoted by Bidder (INR) shall be filled in figures and words.
- The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, etc. as applicable except GST) and fulfils all the requirements of the Terms of Reference Document. GST shall be applicable as per prevailing rates.
- We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.

We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

### **Annexure- 3**

#### **Section VI: Standard Conditions**

It should be kept in mind that all actions towards award of Contract/empanelment and its implementation on the ground have to be fair, consistent, and transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/Bidders associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-Bidder, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract/empanelment in question;

b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/Bidder and/or its employees, subcontractors/sub-Bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract;

c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

"**corrupt practice**" means offering, giving, receiving, or soliciting anything of value to influence the action of UPSSCL's official(s) in the procurement process or in the contract execution; and

"**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

We understand you are not bound to accept any Proposal you receive.

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Signature and Name of the Authorized Person

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NAME OF THE BIDDER AND SEAL