

**Tender Document**  
**For**  
**Empanelment of CA Firm**

**BID DOCUMENT**

**Issued by**  
**Managing Director**

Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. (UPHDMC)  
Niryat Bhawan 8, Cantt Road, Qaiserbagh, Lucknow-226001  
Email: [uphdmclko@gmail.com](mailto:uphdmclko@gmail.com)  
Website: [www.uphdmc.in](http://www.uphdmc.in)

## Disclaimer

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the UPHDMC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is neither an agreement and nor an offer nor invitation by the UPHDMC to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this Tender Document.

This Tender document includes statements, which reflect various assumptions and assessments arrived at by the UPHDMC in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the UPHDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document 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, statements and information contained in this Tender Document and obtain independent advice from appropriate sources. Information provided in this Tender Document to the Bidder(s) 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.

UPHDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. UPHDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution for 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 Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Bid Stage.

The UPHDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document. UPHDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document. The issue of this Tender Document does not imply that UPHDMC is bound to select a Bidder or as the case may be, for the Assignment and the UPHDMC reserves the right to reject any or all of the Bidders or Proposals without assigning any reason whatsoever.

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

**No.**

**Date: 12.03.2023**

**Requirement of Chartered Accountant Firm**

Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. (UPHDMC) require the services of a Chartered Accountant Firm contract on basis. The eligibility criteria, job description etc. can be seen at the website [www.uphdmc.in](http://www.uphdmc.in)

### Data Sheet

<b>Sn. No.</b>	<b>Particular</b>	<b>Details</b>
1	Name of the Tendering Authority	Uttar Pradesh Handicrafts Development and Marketing Corporation Limited (UPHDMC)
2	Method of selection	QCBS
3	Tender Validity	90 days
4	Date of publication of tender	12.03.2023
5	Pre Bid meeting	15.03.2023
6	Last date for submission of tender	20.03.2023
7	Date of opening of technical bid	21.03.2023
8	Date of interview	22.03.2023
9	Date of opening of financial bid	23.03.2023
10	Earnest Money Deposit (EMD)	Rs. 6600/- (Rs. Six Thousand Six Hundred only) payable as RTG/ NEFT or in the form of Demand Draft favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn on any Nationalised / scheduled commercial bank payable at Lucknow.
11	Performance security	Performance security of Rs. 19800/- (Rs. Nineteen thousand eight hundred only) in the form of Bank Guarantee/ Fixed Deposit favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn on any scheduled commercial bank payable at Lucknow or Bank Guarantee. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. This Deposit / Bank Guarantee will remain with the UPHDMC for 60 days beyond the completion of all contractual obligations of the Tenderer including warranty obligations if any. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days, the Performance Bank Guarantee may be discharged/ returned by the UPHDMC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.
12	Mode of submission of Tender	Bid shall be uploaded on <a href="http://www.uphdmc.in">www.uphdmc.in</a> . Bids are invited in sealed envelope duly marked "For empanelment of CA firm in UPHDMC."
13	List of documents to accompany the bid	i) Bid Proposal Form ii) EMD in the form of Demand Draft/RTGS/NEFT iii) Performance Security in the form of

		<p>Bank Guarantee/ Fixed Deposit</p> <p>iv) Self-Attested copy of the GST/GSTIN registration certificate (if Required)</p> <p>v) Self-Attested copy of MOA/AOA/partnership deed (if required)</p> <p>vi) Self-attested copy of PAN card of the firm/company/LLP (if required)</p> <p>vii) Self-Attested copy of the PAN card of the proprietor/ partners/Directors/ Authorised signatories</p> <p>viii) Self-Attested copy of the Profit/Loss account and Balance Sheets along with the Tax audit reports or ITR with computation for last FY.</p> <p>ix) Copy of CA firm registration letter</p>
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## **Recruitment for Chartered Accountant Firm on Contract Basis**

### **Uttar Pradesh Handicrafts Development and Marketing Corporation Limited (UPHDMC):**

Uttar Pradesh Handicrafts Development & Marketing Corporation Ltd. (UPHDMC) is a GoUP undertaking and is promoting sale of Handicrafts and Handloom products through its flagship “Gangotri” Emporiums.

UPHDMCL was established in the year 1966 with the objective of promotion and marketing of Handicrafts and Handloom products. The primary objective of the organization was export promotion in its initial years. Later, with the establishment of Uttar Pradesh Export Corporation Ltd. (UPECL) on December 15, 1971, all the activities pertaining to export promotion was transferred to UPECL.

The corporation has also been entrusted with the responsibility for safeguarding and promoting the interests of the craftsmen and artisans. With the support of financial aid from Union/State Government, UPHDMC is working for their welfare by creating adequate employment opportunities and generating sufficient income for the artisans in the handicraft/handloom sectors of the state. In order to provide exposure to craftsmen in the state, the corporation organizes Craft Bazars and exhibitions, design learning workshops to aid them with progressive skills and techniques.

UPHDMC has also been entrusted with the responsibility of marketing and sale of the products under the “One District One Product (ODOP) scheme of GoUP.

UPHDMC strives to be a premier organization in sale of finest quality Indian Handicrafts and Handloom products sourced from skilled artisans, craftsmen and across the state of Uttar Pradesh. UPHDMC has also been designated as the marketing arm for sale of identified products under the “One District One Product” scheme of GoUP.

UPHDMC also owns and runs an eCommerce portal [www.odopmart.com](http://www.odopmart.com) to provide the artisans and manufacturers from the state to reach a wider consumer base.

Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. (UPHDMC) require a Chartered Accountant Firm on contract basis. The job description, key responsibilities and selection criteria will be as described in this document.

### **1. Scope of work :**

The major scope of work, inter alia, will be as follows:

#### **A. Monthly/Quarterly:**

1. To provide Analysis to department regarding financial accounting and maintenance of financial records and suggest best accounting practices to further add-on to departmental business affairs by providing financial analysis reports.
2. To provide assistance in monthly GST return filing and maintain & track GST data for reconciliation. To prepare and analyse turnover data duly reconciled with the financial book of accounts.
3. To provide assistance in monthly TDS compliances and challan corrective services
4. To provide Assistance in timely filing of TDS return.
5. To analyse and resolve the TDS return queries and provide satisfactory remark to correct the returns.

6. To provide effective Internal Audit services and furnish timely report on financial practices and bookkeeping. To cross-check and analyse the financial health of the organization and provide suggestions and recommendations based on findings.
7. To provide necessary certification for banking, Government and other institution based on need

**Schedule of service:**

Sn. No.	Deliverable	Timeline
1	Accounting analysis and reporting	On monthly basis
2	GST monthly Returns	On monthly basis
3	TDS return	On quarterly basis
4	Internal audit	On quarterly basis
5	Certification services	Immediately on requirement

**B. Yearly:**

1. To provide Assistance in all type of GST related compliances and fulfil all the compliances required for Annual GSTR 9 and GSTR 9C filing.
2. To Assist in preparing annual financial statement and finalizing the report to form basis of annual report and income tax return
3. To provide Income tax return services and handle the tax queries on. To perform Tax audits of the department and provide financial reports basis on that.
4. To track and provide annual performance. Based on financial records Provide assistance for Balance Sheet and Financial preparation. To provide assistance for bank reconciliations and other annual financial records.

**Schedule of service:**

Sn. No.	Deliverable	Timeline
1	GST annual Return	Annually
2	Financial statement	Annually
3	Financial analysis	Annually

**2. Minimum Eligibility criteria :**

Sn. No	Eligibility Criteria	Documentary proof to be submitted
1	The firm/ Company/ Proprietorship should be more than 5 years old	Self-Attested copies of Registration certificates
2	Registered office of the firm/company/proprietorship should be in Lucknow	Self-Attested copies of Registration certificates
3	The proprietor / partner of	

	<p>the firm to be posted on full time basis. He/ She should be:</p> <ul style="list-style-type: none"> <li>• Should be a FCA</li> <li>• Should have at least 5 years post qualification experience.</li> <li>• Should have at least 2 years' experience of working in a central/ State Govt./PSU on full time basis</li> </ul>	<p>Self-certified copies of the certificate of the educational qualifications.</p> <p>Self-attested copies of the Agreement/ LOA/ Empanelment letters issued by Central/ State Govt./PSU/Corporation</p>
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### 3. Terms & Conditions :

- (1) The CA should be proficient in working with Accounting Software available at Corporation and shall have adequate knowledge of prevailing direct and indirect tax laws such as Income Tax, MP VAT, Entry Tax, CST, Service Tax etc. and application thereof in day to day work.
- (2) The Firm shall maintain strict confidentiality of all information and records made available to it by the company and shall stand as Trustee for faithful performance and honest and disciplined behavior.
- (3) The Chartered Accountant shall have at least 5 years post qualification professional experience in the fields of Audit (both Statutory & Internal) and Taxation matters.
- (4) The chartered Accountant firm shall remain available at UPHDMC HO for meetings, discussions as and when required by UPHDMC with prior information.
- (5) The firm will have to prepare and preserve all the workings related to finalization of quarterly and annual accounts in the office of the company and provide both hard copy and soft copy of the same to the management.
- (6) Firm will also have to assist UPHDMC to the queries and clarifications sought by the Statutory Auditors, A.G. Auditors etc. during the course of audit as well as by any other State or Central Govt. department/agency such as the Income Tax, GST etc.
- (7) The contract agreement will be for tenure of one year for such further period as may be mutually agreed. However, the contract shall be



terminable at any time on one month notice by either party.

- (8) No deviation/counter terms and conditions shall be acceptable to the company with Regard to this contract.
  - (9) The company reserves the right to accept or reject any or all bids without assigning any reason thereof.
  - (10) Firm has to give his consolidated offer for monthly and yearly contractual amount in Indian rupees.
  - (11) This offered consolidated Offer for monthly and yearly contractual amount in India rupees shall be considered for derivation of financial score.
  - (12) G S T applicable on above contractual amount shall be paid extra as per the law time being in force.
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- (13) Net payment of contractual amount to firm shall be subject to deduction of tax as per the law time being in force.
- (14) If the work is not satisfactory as per terms and condition the contract will be terminated by Managing Director, UPHDMC at any time, by giving a reasonable opportunity of hearing.
- (15) If at any time it is found that the Firm. (Successful bidder) is not working as per the job description, then the Managing Director of UPHDMC shall be free to deduct proportionate monthly contractual amount.

**4. Selection Process:**

- (a) The firm shall be selected through transparent selection process.
- (b) Advertisement will be published in two leading newspapers. one Hindi and one English circulating in the state of UP and also be uploaded on website of the corporation [www.uphdmc.in](http://www.uphdmc.in) . The firm is supposed to furnish the following documents along with the detail C.V. :-
  1. Qualification Certificate / Degree/ Concerning CA
  2. Proof of Experience with supporting documents of the concerning CA.

**Signature of Applicant**

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## 5.Evaluation and Selection Process

The offer of the firm will be evaluated in three stages i.e. technical proposal, financial proposal and interview.

- 1) The bidders meeting the minimum eligibility criteria shall be further evaluated on the basis of the following technical criteria and granted marks accordingly. If the Marks are less than 60 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. Such bidders shall be disqualified, and financial bid of these disqualified bidders shall not be opened.

Sn. No.	Criteria	Marks
1	Experience criteria of the firm: <ul style="list-style-type: none"><li>• Firm with 5 years of experience: 10 marks</li><li>• Firm with more than 5 years' experience: 20 marks</li></ul>	20 marks
2	Past Work experience criteria: <ul style="list-style-type: none"><li>• Firm with 2 years' experience with Central/ State govt. departments/ corporation:10 marks</li><li>• Firm with more than 2 years' experience with Central/ State govt. departments/ corporation:20 marks</li><li>•</li></ul>	20 marks
3	Registered office in Lucknow: Registered office of the CA firm	10 marks
3	Interview and personal discussions by a committee formed by Managing Director, UPHDMC. The committee will judge the professional competency of the firm as well as of the proposed posted Partner and will have the right to the negotiate the monthly contractual amount quoted by the firm.	50

- 2) Financial bid will be open of only those firms which would qualify on technical eligibility criteria. Bids receiving 60 marks and above should qualify for Financial Evaluation and weight age of Technical and Financial bids shall be 70:30

**Decision of MD UPHDMC will be last and binding on all. It cannot be questionable and cannot be challengeable.**

Any effort of any firm to influence the process of examination, clarification, evaluation and comparison of bid and in decision concerning the award of contract may result in rejection of offer.

**Note:** Documents from the firm in the support of the Work Experience must be attached in the offer without which the Work Experience will not be considered. For educational qualification also the suitable documents must be produced.

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#### **5. Earnest Money Deposit:**

Rs. 6,600/- (Rs. Six Thousand Six Hundred only) in the form of RTGS/ NEFT/ Demand Draft favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn in any scheduled commercial bank payable at Lucknow

#### **6. Performance Security:**

Performance security of Rs. 19,800/- (Rs. Nineteen Thousand Eight Hundred only) in the form of Fixed Deposit/Bank Guarantee favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn on any scheduled commercial bank payable at Lucknow. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. This Deposit / Bank Guarantee will remain with the UPHDMC for 60 days beyond the completion of all contractual obligations of the Tenderer including warranty obligations if any. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days, the Performance Bank Guarantee may be discharged/ returned by the UPHDMC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The selected bidder shall furnish the performance security within three days from the date of issuance of LOA.

#### **7. Force Majeure:**

- For the purposes of this assignment, "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, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the 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.

- UPHDMC will decide the eventuality of Force Majeure which will be binding on both the parties.

## **8. Disputes Resolution:**

### **Amicable Settlement:**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

### **Arbitration:**

In case the dispute is not resolved as indicated in Clause 4.45, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by UPHDMC and other appointed by Selected Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed: The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

## Appendix I

### **(I) Letter of Proposal**

(On Bidder's letter head)

Dated:

The Managing Director,  
U.P. Handicrafts Development and Marketing Corporation Ltd. (UPHDMC)  
Ground Floor, Niryat Bhawan 8, Cantt Road, Qaiserbagh  
Lucknow, Uttar Pradesh 226001

Sub: For Empanelment of CA firm

Dear Sir/ Madam,

1. With reference to your Tender document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices, is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the UPHDMC any additional information it may find necessary or require supplementing to authenticate the Bid.
5. We acknowledge the right of the UPHDMC 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 imposition of a penalty or a 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 by any state/ central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:
  - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the UPHDMC.
  - B. We do not have any conflict of interest in accordance the Tender document;
  - C. 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 tender document, in respect of any tender issued by or any agreement entered into with the UPHDMC or any other public-sector enterprise or any government department, Central or State; and
  - D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document 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 UPHDMC may cancel the Bidding Process at any time and that UPHDMC is neither bound to accept any Proposal that UPHDMC may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the tender document.
9. We declare that we are not a member of any other Agency submitting a Proposal for the Assignment.

10. 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.

11. 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.

12. 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.

13. 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 the UPHDMC of the same immediately.

14. 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 the UPHDMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

15. In the event of our being declared as the successful Bidder, we agree to execute an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date/Bid Submission Closing Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. 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 the UPHDMC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

17. The charges have been quoted by us after taking into consideration all the terms and conditions stated in the tender, draft Agreement.

18. We offer an EMD of Rs. 6600/-to the UPHDMC in accordance with the tender document.

19. The EMD in the form of a Demand Draft will be separately delivered before the bid submission end date and time.

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/ rejected.

21. We agree and undertake to abide by all the terms and conditions of the tender document.

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

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

**Format for financial offer**

We hereby quote (i) per month (ii) per quarter (iii) yearly contractual amount (excluding GST) in Indian rupees

as Rs. .... (in words .....

as per scope of work defined in the Bid Document for appointment of CA firm on

Contract Basis in Uttar Pradesh Handicrafts Development & Marketing Corporation Ltd. (UPHDMC).

**Signature of Applicant**

Name :

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Name of Firm :

Address :