

NOTICE INVITING BIDS (NIB)

**HIRING OF SOURCE CODE ESCROW AGENCY FOR HUDCO's
INTEGRATED ERP APPLICATIONS**



HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED
Core 7-A, HUDCO Bhawan, India Habitat Centre,
Lodhi Road, New Delhi 110003.
Tel (EPABX): 011-24649610-23, Fax:011-24625308
Website: www.hudco.org.in

Data Sheet

S.No	Particular	Description
1	Name of the Client	Housing and Urban Development Corporation Limited
2	Name of the assignment	Hiring the services for Source code Escrow Agency
3	The method of selection	Least Cost Selection Method (L1) as per the amount quoted in bidders financial bid
4	Technical and Financial Proposals are requested	Yes
5	Clarifications to be sought before the Bid submission date.	Clarifications can be sought till the last day of bid submission time.
6	Proposals and all its associated documents should be submitted in the language(s)	English
7	No. of copies in which technical proposal needs to be submitted	1 Original Copy along with all its supportive documents
8	No. of copies in which financial proposal needs to be submitted	1 Original Copy
9	Agencies to state cost in the national currency	Yes, in Indian Rupees (INR)
10	The proposal submission Office address	Corporate Office address: Core 7-A, HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi 110003. Tel (EPABX) :011-24649610-23, Fax:011-24625308
11	Proposals must be submitted not later than the following date and time	26.12.2024 at 3.00pm (25 th Dec.2024 being a holiday)
12	Proposal opening date and time	26.12.2024 at 3.30pm

Terms of Reference

1. Background:

HUDCO is a Govt. of India Enterprise and a Public listed company setup under Ministry of Housing and Urban Affairs, with the objective of providing long-term finance for construction of houses for residential purposes and urban development programs in the country. The type of schemes/loans include projects in housing, utility infrastructure, transportation, social infrastructure, and commercial infrastructure. HUDCO also has a retail housing loans product named as 'HUDCO Niwas'. Other details about the organization and its vision, mission, objectives etc. are available at the website <https://hudco.org.in>

HUDCO has its Corporate Office (CO) in New Delhi and has 21 Regional Offices (RO)/branches. HUDCO also has some Development Offices and HUDCO Niwas/Retail Loan offices mapped to the Regional Offices.

As part of its IT transformation strategy, HUDCO has implemented an Integrated ERP Solution. ERP application is installed in HUDCO Datacenter and Data Recovery Site.

HUDCO now invites Bids from interested bidders for providing services for maintaining the source code escrow arrangements for HUDCO's Integrated ERP Applications. The objective of source code escrow arrangement is to ensure continued availability of software support and maintenance. If the organization that developed the software is no longer in business and, thus, not available for support, an external organization may be able to assist and provide assurance to the organization that it can carry out any necessary changes. However, to achieve this, the source code and system documentation must be available. As the continued operation and maintenance of HUDCO's Integrated ERP Solution is critical, it is desired to make sure that it continues even if the system integrator is unable to do so.

2. Indicative Scope of Work:

- 2.1 The Escrow Agency shall setup a standard Escrow Account governed by the standard escrow agreement for submission of Deposit Materials for HUDCOs Integrated ERP Solution. The Escrow Agency shall draft and define the release conditions as per the mutual agreement of owner and the beneficiary and enter into a tripartite Software Escrow Agreement with the beneficiary (HUDCO Ltd, New Delhi) and the owner (M/s Intellect Design Arena Ltd., Chennai).
- 2.2 Escrow Agency shall do the preliminary study of all the project deliverables (to be given by M/s Intellect to HUDCO) and prepare a composite list and share with the HUDCO and M/s Intellect Design Arena Ltd., for approval. Escrow Agency shall ensure that all the project deliverables defined in the contract document and RFP have been deposited by the M/s Intellect Design Arena Ltd., in the Escrow Account as deposit material. Escrow Agency shall generate an index of the Deposit Materials and provide a copy of the list to HUDCO.
- 2.3 Escrow agency shall discover if any of the Deposit Materials are encrypted, or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption and inform to HUDCO. Deposit Materials will be readily reproducible by escrow agency for copying as needed under the Agreement.
- 2.4 The escrow agency shall allot required storage space. Two copies of the Deposit Materials shall be stored in a dedicated, secure, and electronically monitored storage facility by the Escrow Agency.
- 2.5 The escrow agency shall maintain the version control of the deposit materials submitted by the owner. Any change made in the application after obtaining the first version of source code to the escrow agent, M/s Intellect Design Arena Ltd., has to update the same with version control with escrow agent.
- 2.6 Escrow agency will provide different levels of technical verification when deposit materials are submitted to them. The escrow agency shall employ its own developers to adapt to the tenderer's needs and unique situations.
- 2.7 When Deposit Materials are received, Escrow agency shall conduct an inspection in accordance with the checklist. Post inspection, the Escrow agency shall report discrepancies in writing to HUDCO for correction.

- 2.8 To confirm receipt of the Deposit Materials, Escrow Agency shall mail or otherwise deliver a copy of the Deposit Inventory Form to HUDCO and M/s Intellect Design Arena Ltd.,
- 2.9 If HUDCO believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete, or inadequate) or if there are some issues, then the HUDCO shall notify Escrow Agency and M/s Intellect Design Arena Ltd., to resolve the matter.
- 2.10 Escrow Agency shall ensure the receiving of below source code from M/s Intellect Design Arena Ltd., in the deposit material (but not limited to) as part of the project deliverables.
Source code for the Software:
- a. Loan Origination System (Retail/Corporate).
 - b. Loan Management System (Retail/Corporate).
 - c. Procurement.
 - d. Integrated General Ledger System.
 - e. Human Resources Management.
 - f. Borrowing/Resource Mobilization.
 - g. BI/MIS.
 - h. Interfaces.
- 2.11 Escrow Agency shall allow HUDCO and M/s Intellect Arena Design Ltd., to audit Escrow Agency once in a year upon advance notice. The Escrow agency shall support the Owner/ Beneficiary in the annual audit process.
- 2.12 Any other roles and responsibility as per the standard source code escrow services or as per tripartite escrow agreement, which are not mentioned above shall be part of Scope of work of the Escrow Agency.
- 2.13 Deliverables by the Escrow Agency: The following is the list of deliverables in the form of documents to be submitted by the Escrow Agency in the course of project implementation:
- a) Security audit report.
 - b) User manuals.
 - c) Periodic Status and Review Reports.
 - d) Escalation Mechanism.
 - e) Exit Management Plan.
 - f) Fine Tuning updates/patches reporting.

2.14 The "Release conditions" will be defined by the escrow agent in consultation with both the parties. Preliminary release conditions will be as stated below:

- a. In the event that the Owner is wound up, or ordered wound up.
- b. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations under the License Agreement.

3. Pre-Qualification Criteria:

The firm/company meeting the following eligibility criteria will be considered for further evaluation.

SNo	Eligibility Criteria	Attachments
1	Bidder Should be Company registered under Companies Act 1956/2013/LLP/partnership /proprietorship firm and Registered under the Service Tax Act and must have 1 year of existence in India as on bid submission date.	Valid copy of Certificate of registration to be provided.
2	The Bidders should be Escrow Agency firm and should have an experience in successful execution of Source Code Escrow Account governed by the Standard Escrow Agreement anywhere in India for at least 1 year as on date of submission of bid.	Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation to be provided.
3	The Bidder should have an average annual turnover of at least Rs. 50 Lacs during financial year i.e. 2023-24.	Audited and Certified Balance Sheet and Profit & Loss Statement for last financial year to be provided OR Statutory audit certificate by CA for one financial Year, i.e. 2023-24 to be provided.
4	The Bidder should have office located at anywhere in India from where this project shall be coordinated.	The copy of Property tax bill / Electricity Bill / Telephone Bill/G.S.T.-C.S.T. Registration /Lease agreement of that location should be submitted as proof.
5	No Consortium will be allowed.	Self-declaration to be submitted.
6	Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Central/ State Government/ Banks/ Corporates or any of the PSU during past one year.	Self-declaration as per the (Appendix-05) to be submitted.
7	The Bidder shall submit the Power of attorney / Board resolution in the name of authorized signatory(s) of the bidder who has signed the bids.	Power of Attorney (PO) or Board resolution in the name of authorized signatory to be provided.

Note:

- The Bidders who do not meet the eligibility criteria as defined above shall not be eligible for participating in this e-tender. Also, in case if the Tenderer finds that submitted documents are not sufficient, then Bidder is expected to provide the additional documents to confirm the eligibility based on request from Tenderer.
- In-house experience or experience of/with associate or parent companies shall not be considered.
- Exemption in Turnover & experience to MSME bidders shall be provided as per applicable rules.

4. Duration of the Service.

The Initial Engagement for hiring of the services of the agency shall be for 4 years which shall be further extendable on mutual agreement.

5. General Instructions to the Bidder:

- 5.1 The price quoted shall be fixed for the Tenure as provided by the Bidder and no deviations from there shall be permitted.
- 5.2 The Price shall be inclusive of all taxes (including GST) and any other cost envisaged by the Bidder.
- 5.3 The Price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract throughout the Period of the Contract and shall not be subjected to variation on any account, excluding change in Applicable Taxes, which shall be paid at actuals. In case of extension (if any) the terms & conditions shall be mutually discussed and agreed with the Bidder.
- 5.4 Bid submitted with adjustable/conditional price quotation will be treated as non-responsive and will be rejected. No payment will be made to bidder other than the quoted price in the bid document.
- 5.5 All responses including Eligibility and Commercial Bid shall be deemed to be irrevocable offers / proposals from the Bidder and if accepted by HUDCO, shall form part of the final Contract between HUDCO and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the Bids. Unsigned Bids shall be treated as incomplete and are liable to be rejected.
- 5.6 In the event the Bidder has quoted "Nil" or "0" for any line item in the Bidder's commercial bid, the same shall be deemed to be factored in overall price of the bid. HUDCO shall not pay any charges later for such line item for the Period of the Contract or extension (if any).
- 5.7 HUDCO is not responsible for any assumptions or judgments made by the

- Bidder for arriving at any type costing. HUDCO at all times will benchmark the performance of the Bidder to the BID requirements. In the event of any deviations from these requirements, the Bidder will not compromise with the quality of the audit at no extra costs to HUDCO. HUDCO shall not be responsible for any assumptions made by the Bidder.
- 5.8 HUDCO ascertains and concludes that everything as mentioned in the BID document circulated to the Bidder and responded by the Bidder have been quoted for by the Bidder, and there will be no extra cost or any hidden cost associated with the same other than the cost quoted by the Bidder.
- 5.9 All out of pocket expenses, traveling, boarding and lodging expenses for the entire period of the Contract shall be a part of the Commercial Bid submitted by the Bidder to HUDCO. No extra costs on account of any services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by HUDCO. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on HUDCO for the same.
- 5.10 The Bidder at no point in time can excuse themselves from any claims by HUDCO, whatsoever, for their deviations from the terms and conditions, payments schedules, etc. as mentioned in the BID documents published by HUDCO. Bidder shall be fully responsible for deviations to the terms & conditions etc. made by them.
- 5.11 HUDCO will only pay for services procured by HUDCO and is not bound to pay for any other services not procured by HUDCO. The Bidder cannot compel HUDCO to procure or pay for items not desired by HUDCO.
- 5.12 HUDCO would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidders response to the BID, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations, etc. have been accepted by HUDCO and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in their Bids.
- 5.13 The Bids shall not be deemed to have been accepted and no agreement shall be deemed to have arisen between any Bidder and HUDCO unless and until the Bidder and HUDCO execute an Agreement/ Contract, to that effect, and HUDCO is under no obligation or liability to proceed with any matter which is the subject of the Bid.
- 5.14 HUDCO may, at its sole discretion, and at any stage of the BID process, can do any changes in relation to the BID process, including:
- a) Changing the structure of the BID process or the requirements of the BID, including but not limited to issuing an addendum;
 - b) Terminating further participation in the BID process by any Bidder

- for any reason;
 - c) Select a BID response that is not the lowest price;
 - d) Terminate the entire BID process at any point of time without giving any reason whatsoever.
- 5.15 Preliminary Scrutiny – HUDCO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required details/ documentation has been furnished, whether the details/documents have been properly signed, and whether components are quoted as per the format provided in the BID. HUDCO may, at its own discretion, waive any minor non-conformity or any minor deficiency in an offer which doesn't have any impact on the qualification of the Bidder or commercial Bid of the Bidder. This shall be binding on all Bidders and HUDCO reserves the right for such waivers and HUDCO's decision in the matter shall be final.
- 5.16 Erasures or Alterations – The Bids containing erasures or alterations shall not be considered. There should be no hand-written material, corrections or alterations in the offer. HUDCO may treat the Bids not adhering to these guidelines as unacceptable. The Bids should be in the format /template that is recommended and provided in the BID.
- 5.17 All pages of the Bid including brochures are to be numbered and signed as Page --- (current page) of --- (total pages) in a serial manner along with properly indexed.
- 5.18 Incomplete bid, conditional bid, bid not conforming to the terms and conditions of the BID are liable for rejection by HUDCO.
- 5.19 Encryption and Reproduction. Owner warrants that no Deposit Materials will be encrypted or password protected and that all Deposit Materials will be in a readable and useable and will be readily reproducible by Service Provider for copying as needed. It is not Service Provider's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de- encryption tools/keys, passwords or information needed for decryption.
- 5.20 Deposit Procedure: Deposit Materials in reliable storage media shall be delivered by Owner to Service Provider on a date agreed to between Owner and Service Provider, in accordance with Service Provider's then-current deposit procedures, but Service Provider is not responsible if Owner fails to comply with this.
- 5.21 *Deposit Inventory Form.* Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to Beneficiary and Service Provider that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

- 5.22 *Confirmation.* To confirm receipt of the Deposit Materials, Service Provider will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and Beneficiary.
- 5.23 *Deficiency.* If Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.
- 5.24 *Verification.* Service Provider is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of Beneficiary, Service Provider may conduct technical verifications of Deposit Materials for Beneficiary in accordance with a Technical Verification Addendum. Beneficiary must pay Service Provider's then-current fees plus expenses for the technical verifications.
- 5.25 *File Name Listings.* At the option of Beneficiary, Service Provider may generate a list of file names from the Deposit Materials and provide a copy of the list to Beneficiary. This only applies to Deposit Materials in an electronic form from which Service Provider can generate the list on a PC running Windows. The copy of the list will be provided with the Confirmation of Receipt of Deposit Materials or separately. If Beneficiary exercises this option, the "File Listing Fee" will be paid to Service Provider in accordance with the Fee Schedule attached hereto.
- 5.26 *Replacement of Obsolete Deposit Materials.* Owner and Beneficiary may jointly identify for Service Provider any Deposit Materials which become obsolete, outdated or redundant and instruct Service Provider to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were deposited with Service Provider or be otherwise understandable to Service Provider. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.
- 5.27 *Embodiment of Intellectual Property.* The Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in bankruptcy proceedings. The tangible Deposit Materials and any copies thereof made by Service Provider in accordance with the Agreement are owned by Service Provider, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

- 5.28 *Notice to Service Provider.* Beneficiary shall give written notice to Service Provider informing Service Provider that the Release Condition has occurred, and shall request Service Provider in writing to release the Deposit Materials to Beneficiary.
- 5.29 *Notice to Owner.* Service Provider shall then promptly send written notice to Owner of Beneficiary's notice and request for release. Such notice will be sent by Speed Post.
- 5.30 *Release and Waiting Period.* Service Provider shall release the Deposit Materials to Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by Service Provider to Owner.
- 5.31 *Dispute.* If Owner disputes Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to Service Provider prior to the conclusion of the Waiting Period. If Service Provider receives such timely notice of dispute or objection, then Service Provider will not release the Deposit Materials to Beneficiary until the dispute or objection is resolved by Owner and Beneficiary. Such resolution will determine whether or not Beneficiary is entitled to receive the Deposit Materials from Service Provider. Service Provider has no obligation to determine whether or not Beneficiary is entitled to the Deposit Materials.
- 5.32 *Partial Release.* If Owner believes that Beneficiary is entitled to a release of only a portion of the Deposit Materials, it is the responsibility of Owner to indicate this in a written notice to Service Provider and to clearly identify in such notice the portion of the Deposit Materials that should be released to Beneficiary and what should not be released. This notice must be given promptly and must be received by Service Provider within the above Waiting Period.
- 5.33 *Release of Deposit Materials Owner's Instruction.* Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, Service Provider shall release the Deposit Materials to Beneficiary.
- 5.34 *Copies.* Any Deposit Materials released to Beneficiary under this Agreement may be in the form of a copy of the Deposit Materials. Service Provider may copy the Deposit Materials for the purposes of this Agreement or for back-up. Such copies shall be considered Deposit Materials for the purposes of Agreement.
- 5.35 *Use of Released Deposit Materials.* Deposit Materials released to Beneficiary under this Agreement may only be used by Beneficiary. Owner hereby licenses Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any

bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under a bankruptcy proceeding, petition law or regulation of a similar nature in India or any foreign jurisdiction, this shall not negate, prejudice or limit any other rights which Beneficiary may have.

- 5.36 *Protection of Deposit Materials.* Service Provider shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to Service Provider such Updates and replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged to Owner for such Updates or replacements.
- 5.37 *Indemnification.* In the event that Service Provider takes any action or inaction at the request or demand of Owner or Beneficiary, then the Owner or Beneficiary making such request or demand *shall indemnify and hold the Owner, its directors, officers, employees, shareholders, Beneficiary harmless from any claim, losses, damages arising out of gross negligence, willful misconduct, misappropriation or misuse of Deposit Material or any infringement claims arising out of misconduct or negligence in handling Deposit Material.*
- 5.38 *Depository Only.* Service Provider acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to Service Provider or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. Service Provider is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.
- 5.39 *Uncertainty.* Notwithstanding anything in this Agreement to the contrary, if Service Provider is uncertain as to any duty, obligation, demand, or right, Service Provider may hold the Deposit Materials and refrain from taking any action and wait for a final resolution.
- 5.40 *Reliance.* Service Provider shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Service Provider to be genuine and to be signed by the proper party or parties, or in acting upon any resolution.

5.41 *Extraordinary Services.* In addition to the Fees and Charges for the usual services of Service Provider under this Agreement, Service Provider shall be entitled to additional reasonable compensation should Service Provider be requested or required to perform any additional or extraordinary service; and Service Provider shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of Service Provider at the request or demand of Owner or Beneficiary, in any meeting, mediation, arbitration or litigation between Owner and Beneficiary.

5.42 *Audit Rights:* The Owner and Beneficiary reserve the right to audit Service Provider's activities with regard to the Deposit Material no more than once annually at the expense of the Party requesting such audit ("Requesting Party"), provided such audit shall be conducted in the express presence of the authorized representative of the Beneficiary and the Owner or with the express written consent of the Beneficiary and the Owner, in the absence of such authorized representative. The Requesting Party shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours at Service Provider's facilities and shall not unreasonably interfere with the Service Provider's business activities. Each such audit request will be charged, to be paid by the Requesting Party.

6. Financial Offer:

The financial offer has to be mentioning total cost of the work for a period of 4 years including of applicable taxes. Bidder must quote the total/combined cost of the Maintaining Source Code Arrangements. During financial bid opening, only that Bid shall be opened which meet the requirement mentioned in the Eligibility Criteria. The bidder who has quoted the lowest financial bid will be invited for awarding the contract.

7. Deposit Money:

7.1 Only MSE bidders, who are registered under MSME, shall submit EMD Exemption Certificate (physical copy) along with the bid document. Other Bidders shall deposit EMD an amount of Rs.20,000/- by online mode in the following HUDCO Account, and submit the receipt (physical copy) of the same in the bid documents:

Name of Beneficiary:	HUDCO Ltd.
Name of Bank:	HDFC Bank
Branch:	KG Marg, New Delhi.
IFSC Code:	HDFC0000003
A/c No.:	00030350017801
A/c Type:	Current

- 7.2 Bidder has to submit following details online and also physical copy of EMD receipt/acknowledgment in technical bid:
- a. UTR No. of transaction:
 - b. A/c No. from which EMD deposited:
 - c. A/c in the name of:
 - d. Bank details:
 - e. A/c type:
 - f. Date of transaction
- 7.3 The bid without EMD will be considered as unresponsive and rejected. The EMD of unsuccessful bidder shall be refunded within period of sixty days from date of award of contract.
- 7.4 HUDCO will comply the MSME Guidelines as per prevailing rule.
- 7.5 The bidder shall be required to submit the EMD receipt/acknowledgement, Technical and Financial bid in three separate sealed covers clearly super scribed "EMD Bid", "Technical Bid" and "Financial Bid". Further, all three bids in a sealed cover super scribed on the top "Tender for Hiring of Source Code Escrow Agency for HUDCO's Integrated ERP Application" and which must display clearly closing date and time with name of your organization's Name and full address.
- 7.6 Bids shall be deposited in Tender Box available at the 5th floor in HUDCO at Core 7-A, HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi-110 003 on or before 26.12.2024 at 3.00 PM.
- 7.7 Performance Security - The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract. The Successful bidder has to submit Performance Bank Guarantee @3% of total order value within 15 days from the receipt of notification of award/Contract Signing for the duration of warranty of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI. The Performance Security shall be in the form of Bank Guarantee valid till 6 months from the date of contract expiry. The proceeds of the performance security shall be payable to HUDCO as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract. The Performance Security will be discharged by HUDCO and returned to the Bidder on completion of the bidder's performance obligations under the contract. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period. No interest shall be payable on the Performance Bank Guarantee amount.

8. Last date of Bid submission:

Last date of Bid submission shall be 21 days from the date of publication/uploading of bid.

9. Payment for the service shall be made in Indian Rupees as follows: Service Provider shall receive the following fees and payments:

- A. *Annual Fee.* Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, the Annual Fee shall be paid to Service Provider in accordance with the Fee Schedule. The Annual Fee is payable at the beginning of the contract year to which it is applicable.
- B. *Excess Update Fee.* Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, the Excess Update Fee shall be paid to Service Provider for each extra Update.
- C. *Release Fees.* If Beneficiary requests a release of the Deposit Materials, Beneficiary shall pay the Release Fee to Service Provider prior to the release. If the Deposit Materials are released at the instruction of Owner, or if the Deposit Material is to be returned to the Owner, Owner shall pay the Release Fee to Service Provider prior to the release.
- D. *Increases.* The fees set forth are fixed for four years. Thereafter, fees are subject to increase by Service Provider on mutual agreement.
- E. *Payments to the Escrow Agency shall be made by HUDCO within 30 days from the date of receipt of Invoice/Bill, after deduction of applicable taxes, if any.*

10. Penalty:

In the event, bidder fails to deliver the services as per scope of work, the penalty payable by the bidder @1% of the unexecuted order value per week subject to maximum of 5% of the total order value.

11. *Dispute Resolution:*

In the event of any dispute between the Parties relating to Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996 in force when notice of arbitration is sent as per these rules. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the appropriate court where the arbitration is to be held to designate a neutral

arbitrator. The venue for such arbitration shall be mutually decided. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

12. GENERAL LEGAL CLAUSES

a) Arbitration Clause:

If any dispute, difference or disagreement shall at any time arise between the successful Agency/Bidder and HUDCO (herein and below referred as 'Parties') as to the interpretation of this Contract/Agreement or concerning anything herein contained or arising out of this Contract/Agreement or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Project, except in respect of the matters for which it is provided herein that the decision of HUDCO shall be final and binding as successful Agency/Bidder. In case the dispute / disagreement continues, the matter shall be referred to the Arbitration as per the terms of *Arbitration and Conciliation Act 1996* and amendments thereto. The sole Arbitrator shall be appointed by both the parties who shall be based in Delhi/..... The final decision of the Arbitrator shall be binding upon both parties. The work under the contract shall, however, have to continue during the Arbitration proceedings or otherwise. No payment due or payable to the successful Agency/Bidder shall be withheld on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.

The Arbitrators shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, extend the time for making and publishing the award.

The Arbitrator shall give a speaking (reasoned) awards separately in respect of each issue / dispute or difference referred to him.

The venue of Arbitration shall be at such place as may be fixed by the Arbitrator anywhere within Delhi/.....

The fees of the Arbitrator shall be borne equally by both the parties.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

All arbitration proceedings shall be held at Delhi/....., and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

b) Compliance Clause:

The successful Agency/Bidder shall be responsible for any breach or non-compliance of the Contract/Agreement executed between HUDCO and successful Agency/Bidder and will also compensate to HUDCO accordingly, if any. Further, HUDCO shall have absolute right/authority to terminate the entire Contract/Agreement on the event of above-mentioned reasons and decision of HUDCO shall be final in this regard. The successful Agency/Bidder shall also be responsible for ensuring the all compliances related to the Rules & Regulations of CVC/MoF/GFR etc.

c) Transfer of Interests:

The successful Agency/Bidder shall not assign or transfer its duties and obligations under this agreement, without the prior written consent of HUDCO. If the successful Agency/Bidder is a partnership firm or a company, no change in the constitution of Board of Directors/partners of the company/firm shall be made without the prior written approval of HUDCO.

d) No Agency:

The successful Agency/Bidder shall perform its obligations under this Contract/Agreement as an independent contractor. Neither this Contract/Agreement nor the successful Agency/Bidder's performance of obligations under this Contract/Agreement thereunder shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between HUDCO and the Consultant or its employees and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.

e) Amendments Clause:

No change or modification of the Contract/Agreement shall be valid unless the same shall be in writing and signed and sealed by both the Parties.

f) Counterparts Clause:

This Contract/Agreement shall be signed and sealed in two counterparts, each of which is an original and both of which, taken together, constitutes one and the same instrument/document.

g) Severability Clause:

If any of the provisions of this Contract/Agreement may be constructed in more than one way, the interpretation which would render the provision, legal or otherwise enforceable, shall be accepted.

h) Expenses & Stamp Duty Clause:

All the expenses including Stamp Duty, statutory taxes, levies and other monies payable in connection with the execution of this Contract/Agreement with HUDCO shall be borne by the successful Agency/Bidder.

i) Force Majeure Clause:

Should either party be prevented from performing any of its responsibilities (as mentioned in the Contract/Agreement) by reasons caused by an act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased. If a Force Majeure situation arises, the Bidder/Consultant shall promptly notify/communicate immediately to HUDCO in writing of such situation and the cause thereof within 03 calendar days. Unless otherwise directed by HUDCO in writing, the successful Agency/Bidder shall continue to perform its obligations under the Contract/Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of One week, HUDCO shall be within its right to terminate the Contract/Agreement and the decision of HUDCO shall be final and binding on the successful Agency/Bidder in this regard. Under such circumstances, HUDCO shall be required to pay the successful Agency/Bidder only such amounts as due to it on account of completed assignments/works/items. The successful Agency/Bidder shall not be liable for any loss, damage or claims under this Contract/Agreement for termination due to Force Majeure clause.

j) Fraud and Prohibited Practices Clause:

The successful Agency/Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics & integrity during the Selection Process. Notwithstanding anything contained in this proposal, HUDCO shall reject the proposal without being liable in any manner whatsoever to the successful Agency/Bidder, if it determines that the successful Agency/Bidder has, directly or indirectly or through an agent, is engaged/indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, HUDCO shall, without prejudice to its any other rights or remedies, forfeit the EMD

and the Security Deposit, as the case may be or mutually agreed genuine pre-estimated compensation and damages be payable by Bidder/Consultant to HUDCO for, inter alia, time, cost and effort of HUDCO, with regard to evaluation and processing of the proposal.

Without prejudice to the rights of HUDCO under Clauses herein above and the rights and remedies which the HUDCO may have under the LoA/Work Order etc, if an Applicant or successful Agency/Bidder, as the case may be, is found by the HUDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice after the issue of the LoA/Work Order, such successful Agency/Bidder shall not be eligible to participate in any Tender/NIT or RFP issued/published/circulated by HUDCO for a period of 2 (Two) years from the date such successful Agency/Bidder, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the HUDCO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA/Work Order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HUDCO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA/Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA/Work Order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the HUDCO in relation to any matter concerning the Project;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the HUDCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Prohibited practice" means forming any of the above (Point No. i-iv) or a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

k) Foreclosure of Contract/Agreement by HUDCO:

If any time after commencement of works, for any reason what-so-ever, HUDCO is required to foreclose the work or is not required the whole work as specified in the RFP, to be carried out, the Project In-charge shall give Notice in writing (FOR 7-DAYS) to this effect to the Consultant, who shall have no claim to any payment of compensation what-so-ever on account of any profit or advantage which he might have derived from the work in full, but which he couldn't as a consequence of the foreclosure of the whole or part of work as aforesaid.

NOT WITHSTANDING ANYTHING CONTAINED IN THE **CONTRACT/AGREEMENT**, HUDCO shall have the absolute right to reject the aforesaid Proposal/Assignment at any time without assigning any reason thereof.

13. Termination for Default or otherwise

HUDCO may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part.

- a) If any such termination condition is satisfied, then Beneficiary and Owner will give prompt written notice thereof to Service Provider. If such notice is given by Owner, but not the Beneficiary, then Service Provider may send notice thereof to Beneficiary and if Service Provider does not receive a written objection from Beneficiary within three weeks after the date of Service Provider's notice, then Service Provider may terminate the Escrow.
- b) Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and Service Provider gives notice of termination. Service Provider will have no obligation or liability to Beneficiary after termination of the Escrow.
- c) There shall be mutual right of termination for breach of the contract.

14. HUDCO Coordinators:

Please coordinate/contact on the following for all correspondence in this matter:

Housing and Urban Development Corporation
Limited, Core -7A, HUDCO Bhawan, India Habitat
Center, Lodhi Road, New Delhi – 110003.
Tel: 011-24648422 (D) 24649610-23

Sr No	Contact Personnel	Position	Email ID
1	Sandeep Sood	JGM-IT	sandeepsood@hudco.org
2	Santosh Deogirikar	JGM-IT	sdeogirikar@hudco.org
3	Vijay Saharkar	DGM-IT	saharkar@hudco.org

15. Appendices:

Sno.	Appendix No.	Appendix Name
1	Appendix 01	Bidder's Information
2	Appendix 02	Non-Disclosure Agreement
3	Appendix 03	Proforma for Bank Details
4	Appendix 04	Proforma for Financial Bid
5	Appendix 05	Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Central Government or any of the PSU during past one year.

BIDDER'S INFORMATION

Name of the Bidder (in CAPITAL letters only): _____

Date of Incorporation in India as: _____

Registration No: _____

Complete Address with PIN: _____

Contact Person Name:	
Designation:	
Telephone:	
Mobile Number	
E-mail:	
Goods & Service Tax No. (GSTN) Whether Bidder is Micro/Small Enterprise: (Yes/No) (if Yes, please attach Udyam Registration	If yes, a) Type of Enterprise: _____ b) Udyam Registration No.: _____
Whether Bidder is DPIIT Recognized Start-up Enterprise: (Yes/No)	if Yes, Enter DIPP No. _____
PAN No.:	
Total Number of employees	
Average Annual Turnover in last Financial Year i.e. 2023-24 (in INR Lakh)	
Whether Bidder is blacklisted: (Yes/No)	
Whether any Litigation Arbitration/ proceeding: (Yes/No)	

Note: Copies of the supporting documents should be attached along with the proposal.

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

Date:

Place:

Non-Disclosure Agreement

BID FORM (Price) NON-DISCLOSURE AGREEMENT WHEREAS, we,
 _____ having the registered Office
 at _____, hereinafter referred to as the COMPANY, are

agreeable to offer Auditing Services as required to HUDCO under their No. No.3459/HUDCO/CO/ITW/ERP/Escrow/2024, dated 05.12.2024, having its registered office at Core 7-A, HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi - 110003, hereinafter referred to as the Government PSU, and WHEREAS, the COMPANY understands that the information regarding the HUDCO's BID of "HIRING OF SOURCE CODE ESCROW AGENCY FOR HUDCO'S INTEGRATED ERP APPLICATIONS", and WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the HUDCO's properties and/or have access to certain systems, plans, documents, approvals or information of the HUDCO. NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the HUDCO to grant the COMPANY specific access to the HUDCO's property/ information The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the HUDCO, unless the COMPANY has first obtained the HUDCO's written Authorization to do so; The COMPANY agrees that notes, specifications, designs, memoranda, systems and tools and/or any other data shared by the HUDCO or, prepared or produced by the COMPANY for the purpose of submitting the offer to the HUDCO or for the performance of the said Contract/Services, will not be disclosed to during or subsequent to submission/execution of the offer to the HUDCO, to anyone outside the HUDCO. The COMPANY shall not, without the HUDCO's written consent, disclose any specification, plan, pattern, details of systems, design, sample or information (to be) furnished by or on behalf of the HUDCO or made privy/available to the COMPANY in connection with this assignment, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the HUDCO and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:
Place:

Authorized Signatory
Name, Designation & Seal of Agency/Company/Bidder

Bank Details

The details of Bank A/c in which payment is to be transferred and other details are as follows: -

Bank Name: _____

Bank A/c Number: _____

Branch Name: _____

Branch Address: _____

Branch Telephone No: _____

A/C type: _____

(SB A/c/ CA/Cash Credit with code 10/11/13)

PAN No: _____

Bank Code/MICR No

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(9-digit code number of Bank & Branch)

IFSC Code: _____

Bank RTGS No 11-digit code number of Bank & Branch)

GST No. _____

Authorized Signatory

Name, Designation & Seal of Agency/Company/Bidder

Date:

Place:

Format for Financial Bid

Bid for Hiring of Agency for Source Code Escrow arrangements for initial period of 4 years for the HUDCO's Integrated ERP Applications			
Name of Task	Cost of Task	GST amount	Total cost of Task with GST (in Rs.) for 4 years
	a	b	c=a+b
Annual Fees			
Excess update (for excess Updates more than 4 per year only)			
Release Fee			
File Listing			
Excess Storage Charge (if any)			
Audit Fees			
Other Fees (if any)			
Grand Total (Inclusive of Tax)			

Note: The grand total only shall be considered for final evaluation of Financial Bid.

Authorized Signatory Name, Designation &
Company Seal of the Agency/Company/Bidder

Date:

Place:

DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED
(On Company's letter head.)

Date: <<dd-mm-yyyy>>

To,
Executive Director (IT)
HUDCO Ltd., Core 7-A,
India Habitat Center,
Lodhi Road, New-Delhi – 110003

Subject: DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

With reference to the tender "NOTICE INVITING BIDS (NIB) HIRING OF SOURCE CODE ESCROW AGENCY FOR HUDCO'S INTEGRATED ERP APPLICATIONS", I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>> certify that, our Company <<Name of the bidder>> is not currently blacklisted by Central/State Government/Banks/Corporates or any of the PSU during last one year due to engagement in any corrupt&fraudulent practices.

Thanking you,

Regards,

Signature:_____

Name:_____

Designation:_____

Name of the Agency/Company: _____

Date:

Place: