



**No. HUDCO/RFP/HQ/RFW/2026/
Date: 07/04/2026**

**Request For Proposal (RFP) For Sale of
Retail Housing Non-Performing Assets To
ARCS/BANKS/NBFCs/FIs (ON 100% CASH BASIS)
Under Swiss Challenge Method**

THIS DOCUMENT CONSIST OF FOLLOWING PARTS.

1.	Part 1	Invitation of bid
2.	Part 2	Details of project specific terms and conditions
3.	Part 3	Preparation of bid
4.	Part 4	Bid forms, commercial bid, and other formats

Part 1-Invitation of Bid

1.1 Introduction

Housing and Urban Development Corporation Ltd., (HUDCO) established in 1970 under the Companies Act 1956 (following Act of 2013) is a Govt. of India undertaking, headquartered in New Delhi under the Ministry of Housing and Urban Affairs. Presently, HUDCO is Non- Banking Financial Company – Infrastructure Finance Company (“NBFC- IFC”), regulated by Reserve Bank of India (RBI). It is a premier techno-financing institution in the field of housing and infrastructure development with a pan-India presence, playing a pivotal role in the socio-economic development of India and listed on BSE & NSE HUDCO has also been accorded the status of a Navratna Company. HUDCO is one of the largest Public Sector Undertakings (PSU) in India with 20 Regional offices and 11 Development offices network in India.

In terms of the HUDCO’s Board Approved Policy on Sale of Financial Assets /Loan accounts read with the regulatory guidelines, HUDCO places the sale of Retail Housing Non-Performing Assets (NPA) Exposure (ON 100% CASH BASIS) Under Swiss Challenge Method with Outstanding of **Rs.16.63 crores (as on 31.12.2025)** to Asset Reconstruction Company/FIs/Banks/NBFCs on the stipulated terms and conditions.

The bidding process has been structured into three distinct parts, namely **Basic Eligibility Criteria, Technical Bid**, and **Financial Bid**. All bidders are expected to carefully examine the RFP and ensure compliance with every requirement. Any bid which does not fully satisfy the conditions stipulated in the RFP, or which is incomplete in any respect, is liable to be summarily rejected without any obligation on the part of HUDCO Ltd. Furthermore, HUDCO will not be responsible for addressing discrepancies, omissions, or ambiguities in the bid format that are pointed out after the deadline for submission.

Bidders must submit the complete bid documents, along with all relevant forms and certificates specified in Part 4, duly filled and signed within the prescribed timelines.

1.2 Details on bidding process and bid submission:

S NO	Particulars	Timeline
1.	Date of Publication of RFP on portal	07/04/2026
2.	Estimated Cost	Rs. 16.63 Crores (NPA o/s 31.12.2025)
3.	EMD (2%)	Rs. 34.00 lakhs
4.	Validity of Proposals	180 days from the Due Date of submission of proposals/ bids
5.	Pre-bid Meeting Date and Venue Details	Meeting will be conducted as per Bid through hybrid mode. Pre-bid meeting would be conducted on 28/04/2026 at 11:00 Am with interested bidder(s) at the meeting Venue at: HUDCO Bhawan, Core 7A, India Habitat Centre, Lodhi Road, New Delhi, Delhi - 110003. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be posted on websites.
6.	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	As per bid Format for seeking clarification is given in Clause No 4.10. Queries to be sent to balbirkumar@hudco.org.in. Each Recipient should notify the HUDCO of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications. No further queries shall be entertained by the HUDCO after last date for submitting clarifications.
7.	Last Date of Submission/ Closing Date in (Last Date of Submission of tender Response)	11/05/2026 (03:00 PM)
8.	Date and time of opening of Technical Bid	11/05/2026 (03:30 PM)

9.	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in 3.2	Shall be intimated separately by the HUDCO through email.
10.	Opening of Commercial/Financial Bids	The Financial/commercial bids of only those bidders as per Format 4.8 will be opened who meet the eligibility criteria and qualify in technical evaluation. The date for Financial bid opening would be communicated via e-mail to the technically qualified Bidders.
11.	Performance Bank Guarantee	5% of awarded contract value shall be submitted by successful Agency/Bidder by a specified date (generally within 14-28 days after notification of award, depending on the amount as per Format 4.12 and it should remain valid for a period of (3 months or any other period mentioned in the tender document) days beyond the date of completion of contractual obligation of the Agency/Bidder.
12.	Online Bid Submission Details	This tender will follow online `bidding process.
13.	Name of contact officials	Balbir Kumar Dy. General Manager (Finance) HUDCO Ltd. HUDCO Bhawan, Core 7A, India Habitat Centre, Lodhi Rd, New Delhi, 110003. Mobile No. 8877121701
14.	Contact e-mail ID	balbirkumar@hudco.org.in
15.	Meeting Venue	Retail Finance Wing HUDCO Bhawan, Core 7A, India Habitat Centre, Lodhi Road, New Delhi, 110003.

Part 2. Detailed Project Specific Terms and Conditions

2.1 Submission of Earnest Money Deposit (EMD).

- (i) Prospective bidders desirous of further participating in the E-Bidding process shall make non-interest-bearing deposit of Rs. 34,00,000/- (Rupees Thirty-Four Lakh Only) (hereinafter referred to as "Earnest Money Deposit" or "EMD") deposit an EMD, (as per timelines at para 1.2 above) through RTGS to the bank account of HUDCO as per details given below:

Bank Account No.	: 00030350017801
Beneficiary Name	: HUDCO LTD.
Bank Name	: HDFC BANK LTD.
Branch Name	: KG Marg, New Delhi
IFSC Code	: HDFC0000003

- (ii) Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Demand Draft (DD), Bank Guarantee, Bid Bonds, Call Deposit, etc. will not be acceptable. The highest bid will be declared as the "Winning Bidder". The EMD of the Winning Bidder shall be retained and adjusted towards part sale consideration. The EMD of the other Applicants shall be refunded after declaration of Winning bidder by HUDCO. The EMD shall not carry interest.
- (iii) Bidders who are registered with MSME can also participate in bidding as notified by the Ministry of Micro, Small and Medium Enterprise, Government of India. No EMD shall be payable by Micro & Small Enterprises (MSEs) Vendors/Bidders and other relaxations as announced by the Government of India from time to time shall be applicable to them subject to full compliance of other terms and conditions of the tender and contract. Such bidders are required to submit the bid security declaration in the prescribed format. The bidder should furnish a copy of its valid registration i.e., Udyog Aadhaar/ Udyam/ Start-ups Registration as recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) as a proof.
- (iv) The Applicant/Bidder shall submit a confirmation of submission of EMD/ Udyog Aadhaar/ Udyam to HUDCO, within the timelines mentioned of this RFP.
- (v) The estimated cost of Bid is Rs. 16.63 Crores (Rupees Sixteen crores and Sixty-Three Crores only).

2.2 Eligibility Criteria (EC)

Bidders who are participating in the tendering process should meet the eligibility criteria as given hereunder. The bidder must submit the supporting documents pertaining to the eligibility criteria along with the Technical Bid.

- (i) Eligible Banks/NBFC/FIs can purchase NPA accounts as per RBI Guidelines.
- (ii) The bids and all correspondence should be in their registered legal name only

and not under trade or group name. It should be importantly noted that the assignment agreement shall be executed in the name of the successful bidder only in their registered legal name and no request to execute the assignment agreement in favour of nominee or group company/entity/concern will be entertained by the HUDCO.

- (iii) ARC shall be under their own obligation to follow all extant guidelines/notification issued by SEBI/IBA/RBI/Gol from time to time pertaining to purchase of NPAs as per notice.
- (iv) In Swiss Challenge Method, HUDCO will have H1 as offer in hand through present RFP (**Base/Anchor Bid**) and will further invite bids from eligible entity on comparable term. The following process would be followed:
 - a) The interested bidder may offer bid at a price taking into account mark up as mentioned at point (b) below.
 - b) The minimum mark up over the base bid required for the challenger bid to be considered shall be at 5.00 %. For this purpose, markup shall be difference between challenger bid and base bid expressed as percentage of the base bid.
 - c) If no Counter bid crossed the minimum mark-up specified in the invitation, the base-bid becomes the winning bid subject to approval by HUDCO.
 - d) If Counter bid(s) cross the minimum mark-up specified at point (b) above, the highest counter bid becomes the challenger bid.
 - e) The prospective transferee who provided the base-bid would be invited to match the challenger bid. If the prospective transferee who provided the base- bid either matches the challenger bid or bids higher than the challenger bid, such bid shall become the winning bid; else, the challenger bid shall be the winning bid.
 - f) The process would continue till one party emerges as highest bidder
 - g) Final Bid shall remain valid for a period of 180 days from the date of submission of Bid/Proposal. However, HUDCO may seek extension of the validity for such period as may be determined by HUDCO at its sole discretion.
- (v) The Bidder should submit a Resolution of Board of Directors/ Power of Attorney (POA) duly supported by the Board Resolution authorising the signatories of the Bid.
- (vi) The prospective buyer shall agree to take all the risks and responsibilities in respect of various agreements with the obligor and obligations/ contracts/ liabilities undertaken by the HUDCO on behalf of the obligor now due or that may become due in future.

- (vii) Any claim of the obligor after the sale of assets shall be dealt with by the Assignee ARC/ Banks/Fis/NBFC i.e Buyer.
- (viii) Bidder shall take over the existing charged assets / securities offered by the obligor or held by the HUDCO. Before bidding, the Bidders are requested to carefully examine the RFP Document and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the RFP Document they should forthwith refer the matter to HUDCO for necessary clarifications and / or confirmation.

S. No	PARTICULARS	REQUIRED DOCUMENTS IN SUPPORT (TO BE UPLOADED WITH TECHNICAL BID AS A PROOF)
1.	The Bidder shall be a duly incorporated (registered as per applicable law) as legal entity.	Certificate of Incorporation / Registration / Partnership Deed/ Limited Liability Partnership Agreement/ or any other document evidencing the valid existence of such entity under the applicable Indian laws, to the satisfaction of HUDCO.
2.	Eligible Banks/ ARC /NBFC/FIs can purchase NPA accounts as per RBI Guidelines and shall be under their own obligation to follow all extant guidelines/notification issued by SEBI/IBA/RBI/Gol from time to time pertaining to purchase of NPAs as per notice.	Self-declaration on the letter head of the Bidder confirming its competency to enter into contract and is eligible as per RBI extant guidelines.
3.	The Bidder should be represented by a person whose any action in the matter of this assignment & subsequent contract, if any, should be binding on the Bidder and in this connection, the signatory should provide necessary supporting documents	Power of Attorney as per Format 4.3 /Board Resolution, any other corporate authorization authorizing him to execute any documents on behalf of the entity.
4	The Bidder should be profit making entity in previous 3 (three) financial years.	Certificate from the Chartered Accountant along with the copy/ies of the audited annual accounts.
5	The Bidder should not be closely associated/ related to HUDCO.	Self-declaration on the letter head of the Bidder
6.	The Bidder shall be eligible & competent to contract and with expertise and infrastructure to provide the required facility & service	Self-declaration on the letter head of the Bidder confirming its competency to enter contract along with the details of the qualified professionals and the infrastructure.
7	The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the Bid.	Self-declaration on the letter head of the Bidder along with the copies of relevant documents to be submitted to the satisfaction of HUDCO

8	Undertaking towards Employee Relationship	As per Format 4.4
9	Bidder Agency has not been blacklisted/debarred/deregistered by Central/State Govt./UTs/PSUs/Banks/Corporates or any Court of Law during the last 3 (three) years	As per Format 4.5
10	Confirmation regarding related Party	As per Format 4.7
11	Bid Security Declaration	As per Format 4.8
12	Vendor Profile Form	As per Format 4.13
13.	Pre-contract Integrity Pact	As per Format 4.14
14.	Eligibility Declarations	As per Format 4.16

NOTE:

- 1) **Consortium Bidding:** Submission of bids in consortium or joint venture form shall not be permitted. Only individual bidders/entities meeting the eligibility conditions shall be considered.
- 2) **Verification of References:** HUDCO reserves the right to verify independently any reference, credential, or information provided by the bidder. The decision of HUDCO in this regard shall be final, conclusive, and binding upon the bidder, without any further obligation on HUDCO's part to provide justification.
- 3) **Submission of Documentary Proofs:** Bidders are required to upload authentic and relevant documentary evidence in support of the eligibility criteria and other requirements specified in this RFP. The responsibility lies solely with the bidder to ensure that such documents are unambiguous, complete, and sufficient to establish compliance with the criteria or clause for which they are submitted. Evaluation of bids shall strictly be based on the documents submitted along with the technical bid; failure to provide adequate proof will lead to disqualification.
- 4) **Clarifications During Evaluation:** During bid evaluation and comparison, HUDCO may, at its discretion, seek clarifications on any part of the bid. Such requests shall be made in writing, along with a deadline for submission. The bidder must respond within the specified timeframe, failing which the bid shall be rejected. No changes in price or substance of the bid shall be allowed. Post-bid clarifications initiated by bidders shall not be entertained. Shortfall information/documents shall be sought only for historical documents existing prior to bid submission and not subject to change thereafter.

2.3 Due Diligence

The Bidder is required to thoroughly examine all instructions, forms, terms, conditions, and specifications provided in this RFP document. Submission of a Bid shall be deemed to confirm that the Bidder has carefully studied the RFP, understood its contents in entirety, and accepted the implications of the requirements stated therein. It is the sole responsibility of each Bidder, at its own cost and without any entitlement to claim reimbursement, to conduct independent investigations, analysis, and verification of the accuracy, reliability, and completeness of the information contained in the RFP document. Wherever necessary, the Bidder should seek independent professional advice before finalizing the Bid.

The Bid submitted must be precise, comprehensive, and strictly in the prescribed format as specified in this RFP. Failure to furnish the required information, omission of material details, or submission of a Bid that is non-responsive in any respect shall be entirely at the Bidder's own risk and may result in outright rejection of the Bid. HUDCO shall not assume any liability in this regard.

The decision of HUDCO regarding the completeness, responsiveness, or rejection of any Bid shall be final, binding, and conclusive on the Bidder(s), and such decision shall not be open to question, appeal, or challenge by the Bidder(s).

2.4 Cost of Bidding

All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by HUDCO, will be borne entirely and exclusively by the bidder.

HUDCO will in no case be responsible or liable for any of such costs, regardless of the conduct or outcome of the Bidding process.

2.5 Evaluation Process:

The committee constituted by HUDCO for the purpose of selection of the Successful Bidder, would evaluate Bids. On the basis of information furnished in the "**Basic Eligibility Criteria**", Bidders will be qualified and shortlisted for opening of "**Technical Bid**" and once the evaluation holds outcome followed by clarification or seeking shortfall documents from the bidders, if any, the "**Financial Bid**" shall be opened. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation. As a part of Technical Bid evaluation, the Bidders shall cover their understanding on HUDCO's assignment, understanding of regulatory aspects, marketing strategy, estimated valuation and methodology proposed for successful completion within the timelines.

1. Eligibility Criteria Evaluation:

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in clause 2.2 of this document. The bidder would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant documents. The bidders who are not fulfilling any one of the eligibility criteria are liable to be disqualified.

2. Technical Bid Evaluation

Post eligibility evaluation, technical evaluation of the bid proposal shall be carried out by the HUDCO. The bidder would need to submit the supporting documents as part of the documentary proof in the technical bid along with duly filled relevant formats as mentioned in the tender/RFP.

3. Determination of Successful Bidders and Awarding of Contract:

The work shall be awarded to the bidder offering the highest financial consideration emerging through the Swiss Challenge Process.

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

2.5.1 Financial Bid Evaluation:

Financials to be quoted in the **Format 4.9** and the financial bid to be uploaded in the designated space holder. Uploading of Financial bids along with technical bid will lead to rejection of bid

Note:

1. The bid should be exclusive of GST.
2. Financial bids should be inclusive of all expenses such as Legal Advisor, VDR, Newspaper Ad agency, out of pocket expenses etc.
3. In case of mismatch in figure and the words quoted; the fee/contract value quoted in words will be taken as correct for all purposes.

2.6 List of Accounts:

Details of the Retail Loan proposed for sale under Portfolio basis through Process Advisor are placed as **format 4.14**.

Note:

1. List of accounts may vary based on the developments in the accounts.
2. HUDCO may accept sale of accounts under single or multiple portfolios subject to approval from the competent authority.

2.7 General Instruction

- (i) Bidders must note that the sale of the NPAs will be on an “as is where is” ‘as is what is’ and on a ‘without recourse’ basis and under the Swiss Challenge Method in terms of **Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025** dated November 28, 2025, as amended from time to time.
- (ii) Completion of the sale and purchase of the NPAs shall be at the sole discretion of HUDCO Limited irrespective of whether base bids, counter bids have been received or whether a winning bid has been declared, subject to the extant Reserve Bank of India guidelines. The information contained in this RFP or any other information which may be provided to Bidders is subject to change without prior notice. HUDCO may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned hereunder.
- (iii) The interested ARCs/FIs/Banks/NBFCs may conduct due diligence of these assets with immediate effect, after submitting expression of interest and executing a Non-Disclosure Agreement (NDA) with the HUDCO

- (iv) Full details of the accounts will be shared in the form of PIMs (Preliminary Information Memorandum) on execution of duly signed and stamped copy of the Non-Disclosure Agreement (NDA) in the prescribed format , on the email ID provided with the Expression of Interest (EOI).
- (v) HUDCO may also facilitate inspection of credit appraisals/ sanction notes/ review/ renewal papers available, as available, Bidders are also expected to verify at the time of due diligence, the updated position of principal and total dues.
- (vi) The Offeror will have first right of refusal to match the highest challenger bid emerging from Swiss Challenge process.
- (vii) The submission of a Bid by the Bidder shall be deemed to constitute unconditional acceptance of all the terms and conditions of this process document by the Bidder.
- (viii) Bidders are expected to submit their Bid with independent study and assessment and value thereof before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that the Bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertaining the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Bid.
- (ix) All costs, expenses, taxes, stamp duties and liabilities incurred by each Bidder in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Bid, including fees of its own advisors, if any , shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason and HUDCO does not assume any liability whatsoever in this connection.
- (x) The successful bidder will be intimated in- principally by the HUDCO in due course. The final bid then shall be subject to approval of competent Authorities of the HUDCO and further the Swiss Challenge process shall be conducted as per the regulatory guidelines.
- (xi) Prospective bidders desirous of participating in the “Bidding” process are required to submit Expression of Interest Letter (Annexure-A) and execute Non-Disclosure Agreement (Annexure-B Format 4.11).
- (xii) In case of any doubt regarding the terms and conditions and process of the sale, the decision of HUDCO will be final and conclusive.
- (xiii) The Bidders, irrespective of its participation in the bidding process, shall treat the details of this RFP Document as secret and strictly confidential. The Successful Bidder upon its appointment shall sign and execute the confidentiality agreement with HUDCO in the form and manner acceptable to HUDCO.

- (xiv) HUDCO reserves the right to adjust arithmetical or other errors in the bid, in the manner in which HUDCO considers appropriate or deems fit. Any adjustments so made by HUDCO shall be intimated to the Bidder, if HUDCO makes an offer to accept its Bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of HUDCO and shall be final, conclusive, and binding on the Bidder.
- (xv) HUDCO reserves the right to re-issue / re-commence the entire bidding process in case of any anomaly, irregularity, or discrepancy in regard thereof. Any decision of HUDCO in this regard shall be final, conclusive, and binding on the Bidder.
- (xvi) Each Bidder shall submit only one proposal.
- (xvii) The prices quoted will be exclusive of taxes as applicable viz. GST. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- (xviii) HUDCO will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representation in this regard.
- (xix) Each page should be stamped and initialed by authorized signatory of the Bidders.
- (xx) All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.
- (xxi) Please note that technical and commercial/Financial documents are to be uploaded in the respective placeholders only. If commercial/Financial bid is uploaded with technical documents, the bid shall be rejected.
- (xxii) The Bids received and accepted will be evaluated by the HUDCO to ascertain the best bid in the interest of the HUDCO.
- (xxiii) A Bidder may be considered to be in conflict of interest with one or more Bidders in the same bidding process under this RFP Document if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder.
- (xxiv) The Scope of Work is to be completed in a time bound manner.
- (xxv) A Bidder shall not have a conflict of interest that may affect the selection process or that may place it in a position of being unable to carry-out the work assigned to it at any point of time during the currency of engagement by HUDCO or above all enable them to pose a threat to HUDCO's business in future.

(xxvi) **Non-conformities between Figures and Words**

Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and words, this should be taken care of in the manner indicated below:

If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

Such a discrepancy in an offer should be conveyed to the bidder, asking him to respond by a target date, as per para clarification of bids/shortfall documents. If the bidder does not agree to the TEC observation, the bid is liable to be rejected

(xxvii) **Price Quotation in tenders:** In tender participating Micro and Small Enterprises, quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than Micro and Small Enterprise and such MSE shall be allowed to supply upto 25 per cent of total tender value, if the tender may be split or divided. In case of more than one such Micro and Small Enterprise, the supply be shared proportionately (to tendered quantity). In case of tender cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/complete supply of total tendered value to MSE (on L-1 cost) considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

(xxviii) HUDCO reserves the right to annul (cancel) the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders about the ground of HUDCO's action.

(xxix) The successful MSME bidder, if any, shall get themselves registered on TReDS portal (M/s RXIL, M/s M1exchange, M/s Invoice Mart (A TReDS Ltd.) C2 TReDS (C2FO Factoring Solutions Private Ltd., as per Govt of India directions, Department of Public Enterprises.

(xxx) The successful Bidder/Agency shall submit Non Disclosure Agreement as per format 4.11.

2.8 (GENERAL LEGAL CLAUSES)

(i) **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 Provisions of Arbitration and Conciliation Act 1996 and Amendments thereto (hereinafter referred as 'said Act'). The Arbitrator(s) shall be appointed by both the parties as per said Act who shall be based in New Delhi. The final decision of the Arbitrator(s) shall be binding upon both the 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 Arbitrator(s) 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(s) may from time to time, with the consent of the parties, extend the time for making and publishing the Award.

The Arbitrator shall give reasoned awards separately in respect of each issue / dispute or difference referred to him and the place of Arbitration shall be at such place as per Provisions of the said Act.

The fees of the Arbitrator shall be arranged/paid in terms of the said Act and also the language of the arbitration proceedings and that of all documents and communications between the parties shall be in terms of said Act preferably in English.

(ii) Compliance Clause

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

(iii) Transfer of Interests Clause

The successful Agency/Bidder shall not assign or transfer its duties and obligations under this agreement without the prior written consent of HUDCO. The successful Bidder is not allowed to change the constitution of the Board of Directors of the company without the prior written approval of HUDCO.

(iv) No Agency Clause

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 Agency/Bidder 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.

(v) Amendments Clause

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

(vi) Counterparts Clause

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

(vii) Severability Clause

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

(viii) 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.

(ix) 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. 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.

(x) 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 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 Agency/Bidder 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 prohibited practice after the issue of the LoA/Work Order/Assignment, 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 5 (Five) 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:

- a. "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;
- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "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;
- d. "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
- e. "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.

(xi) **Foreclosure of Contract/Agreement by HUDCO**

If at any time after commencement of assignments/services, for any reason what-so-ever, HUDCO is required to foreclose the assignments/services or is not required the whole work done as specified in NIT/RFP to be carried out, the assignment In-charge shall give a Notice in writing (For 07 days/-) to this effect to the Agency/Bidder, who shall have no claim for any compensation what-so-ever on account of any profit or loss 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.

NOTWITHSTANDING 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.

2.9 Termination:

HUDCO may at any time terminate/ cancel the Contract, if the Bidder is unable to provide the services as per the scope of work by providing not less than Fifteen (15) days' written notice of termination. In such cases, if any amount is due to the Bidder until the date of termination, if payable, shall be paid to the Bidder only after due recoveries as per the provisions of the Contract.

2.10 Performance Security:

- A. To ensure due performance of the contract, performance security [or Performance Bank Guarantee (PBG) or Security Deposit (SD)] is to be obtained from the successful bidder awarded the contract. Performance security would be for an amount of five (5) per cent of the value of the contract, as specified in the tender documents. Performance security may be deposited only in online mode in HUDCO designated bank account or performance Bank guarantee in the stipulated format as per Format -4.12 (including e-bank guarantee) from any of the commercial banks may be obtained
- B. Performance Security is to be furnished by 14-28 days after notification of the award, and it would remain valid for a period of 60 (sixty days) , or any other period mentioned in the tender Documents) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- C. The performance security will be forfeited in the event of a breach of contract by the *successful bidder*. It would be refunded to the bidder without interest after he duly performs and completes the contract in all respects (full performance security should be forfeited, even if the Contractor has partially executed the work) but not later than 60(sixty) days of completion of all such obligations, including the warranty under the contract.

2.11 INTEGRITY PACT:

The integrity pact essentially envisages an agreement between the prospective vendors/Bidders and the buyer (HUDCO, hereinafter referred to as 'Corporation'), committing the persons / officials of both sides, not to resort to any aspect/ stage of the contract. Vendors/ Developer/Bidders / sellers /consultants, only those who commit themselves to Integrity pact (IP) with HUDCO, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the Developer/Bidders along with the Technical Bid, the offers shall be summarily rejected. Performa of Pre Contract Integrity Pact is attached in Format 4.15 (Proforma given in pages to under integrity pact).

Integrity Pact would be implemented through a panel of INDEPENDENT EXTERNAL MONITORS (IEMs) nominated by Central Vigilance commission (CVC) for HUDCO. The IEMs would review independently and objectively, whether and to what extent parties have complied with their obligations under the IP. Following persons have been appointed as IEMs for HUDCO.

1. Dr. Rajendra Kumar Tiwari, Email ID- rajendratiwari@rediffmail.com
2. Shri Pradeep Kumar, Email ID – pradeepawasthi1981@gmail.com

2.12 Clarification of Bid Document

Any prospective Bidder requiring clarification on the RFP Document may send mail to email id balbirkumar@hudco.org.in. It may be noted that notice regarding corrigendum, addendum, amendments, time extensions, clarifications, response to bidders' queries etc., if any to RFP Document, will not be published through any advertisement in newspapers but shall be hosted on our website www.hudco.org

Part 3 - Preparation of Bid

3.1 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 the HUDCO and supporting documents and printed literature shall be written in English.

3.2 Bid currencies

Bids are to be quoted in Indian Rupees only.

3.3 Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its Bid, all the documents establishing the bidder's eligibility to Bid and its qualifications to perform the Contract. In case, bidder fails to submit any such documents along with their bid submission, HUDCO reserve the right to reject the bid declaring the bidder as ineligible.

3.4 Period of validity of bids

Bids shall remain valid for a period of 180 days, from the date of submission of Bid/Proposal. A Bid valid for a shorter period shall be rejected by the HUDCO as non-responsive. In exceptional circumstances, the HUDCO may solicit the bidders'

consent to an extension of the period of validity. The request and the responses thereto, shall be made in writing or through e-mail. The Bid security provided shall also be suitably extended. Bidder may refuse the request without forfeiting its Bid security.

3.5 Modification and withdrawal of bids

The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the HUDCO, prior to the deadline prescribed for submission of Bids. No Bid may be modified after the deadline for submission of Bids.

No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the bidder's suspension from participation in any future tenders of the HUDCO for 1 year from the date of submission of Bid including forfeiture of Bid security.

3.6 Furnishing of information

The Bidder is expected to examine all instructions, forms, terms, and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. It shall be the duty of the bidder to upload the bid documents along with necessary documentary evidence and HUDCO will not be accepting any additional documents during the evaluation process.

All the documents submitted to be countersigned by bidder along with company seal. Documents be signed by the authorized representative of the bidder whose Power of Attorney is attached along with the bid.

3.7 Bidder's inquiries on tender & HUDCO's response

All enquiries from the bidders, related to this tender must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 2.2 of the tender document. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, HUDCO will be responsible in ensuring receipt of inquiries.

HUDCO makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. HUDCO on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its tender clauses, if any, and the same will be posted and no separate communication will be sent to individual bidders. However, HUDCO makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

3.8 Authentication of erasures / overwriting etc.

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing

the bid initial them.

3.9 Contacting the HUDCO

Any effort by a Bidder to influence the HUDCO in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

Part 4 -Bid Forms, Financial Bid And Other Formats

Bidders are hereby advised to submit the duly signed formats (by authorised signatory whose POA is **enclosed Format 4.3**) along with the technical bid is to be submitted by the Bidder after award of contract. Format **for Financial bid (Format 4.9)** to be uploaded in the designated place holder alone. The financial bid should not be uploaded along with the documents in the technical bid which shall lead to rejection of the bid.

Format 4.1-BASIC ELIGIBILITY CRITERIA

To,
Executive Director (Retail Finance)
HUDCO Ltd.,
Core 7A, India Habitat Centre,
Lodhi Rd, New Delhi, Delhi 110003.

DATE:

SUB.: FORM FOR SUBMISSION OF BASIC ELIGIBILITY CRITERIA

Dear Sir / Madam,

- (i) We refer to RFP/Tender No:_____ (hereinafter referred to as the "Request for Proposal" or "RFP"), dated _____ of HUDCO Ltd. inviting Expression of Interest (EOI) for purchase of its NPA Portfolio (as defined in the RFP).
- (ii) We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of the nature and scope of work required.
- (iii) We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Documents.
- (iv) Shri _____ shall act as " _____ " and also act as single point of contact for all interactions with HUDCO throughout the period of assignment.
- (v) We further confirm that any deviations from the clauses found anywhere in our Bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to HUDCO.
- (vi) We certify that all the information provided in our Bid proposal, including the information regarding the team members, is true and correct. We understand that any willful misstatement in the Bid may lead to disqualification or cancellation of award if made or termination of Contract.

Authorized Signatory

Name and Designation

Date:

Office Seal :

Place:

Format 4.2-COMPETENCY TO ENTER INTO CONTRACT

To,
Executive Director (Retail Finance)
HUDCO Ltd.,
Core 7A, India Habitat Centre,
Lodhi Rd, New Delhi - 110003.

DATE:

Dear Sir,

COMPETENCY TO ENTER INTO CONTRACT

It is certified that I/we am/are competent to enter into Contract with HUDCO. It is further certified that we have qualified professionals and the infrastructure to undertake the assignment. The details of the professional and the infrastructure is as follows:

Authorized Signatory

Date:

Place:

Name and Designation

Office Seal :

Format 4.3-POWER OF ATTORNEY

(UPDATED)

(On Non-Judicial Stamp Paper of appropriate value as per Stamp Act relevant to State/Place of the Execution)

Format for Power of Attorney for Authorized Representative (Mandatory for Company/LLP/Firm - STAMPED & NOTARIZED)

Know all men by these presents, I/We,----- [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr/Ms. ----- [name], son/daughter/wife of ----- [name], and presently residing at ----- [address], who is presently employed with/retained by us and holding the position of ----- [designation] as our true and lawful Attorney (herein after referred to as the "Authorized Representative"), with power to sub-delegate to any concerned Authorized Person of the ----- (Agency/Bidder) executed as per prevailing Law, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Agency/Bidder for [name of assignment], by Housing and Urban Development Corporation Ltd. (the "Client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the HUDCO, representing us in all matters before the HUDCO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the HUDCO in all matters in connection with or relating to or arising out of our Proposal for the aforesaid Assignments/Projects and/or upon Award thereof to us until the entering into of the Contract/Agreement with HUDCO.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our aforesaid Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney executed as per prevailing Law and that all acts, deeds and things done by our aforesaid Authorized Representative in exercise of the powers hereby conferred and shall always be deemed to have been done by us.

INWITNESS WHEREOF, I/WE ----- [name of Agency/Bidder], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- [date in words] DAY OF ----- [month] ----- [year in "yyyy" format].

For [name and registered address of Agency/Bidder]

[Signature]

[Name] and [Designation]

Witnesses:

[Signature, name and address of witness No.1]

[Signature, name and address of witness No.2]

Accepted
[Name of Authorized Representative of Agency/Bidder]
[Designation] and [Address]
[Signature] and [Date]

Note: **(In case of Company/LLP/Firm, a Power of Attorney to be executed as per above "**Annexure**" by the Bidder/Agency or furnish a **copy of its "Board Resolution" duly certified by its CA/CS certified in favour of its Authorized Representative as evidence of its Authority to execute all Tenders/Documents connected to NIT/RFP/Bids/Contracts/Agreements/ Declarations/Undertakings etc)***

Format 4.4 Undertaking towards Employees Relationship

(To be furnished by the Agency/Firm/Bidder on their letter head)

This is to certify that our Director or any Partner of the firm is not relation with any employee working in HUDCO and also not having any relationship within the meaning of Section 2(77) of the Companies Act, 2013 with any Directors of HUDCO.

Signature of Authorized Signatory

Name: _____

Designation:_____

Date: _____

[On Letterhead of Agency/Bidder]

Declaration for Not Blacklisted/Not Debarred

Declaration that the Agency/Bidder has not been blacklisted/debarred by Central/State Govt. /PSUs/Banks/FIs/Corporates or by any Court of Law etc.

To,
Executive Director (Retail Finance)
HUDCO Ltd.,
Core 7A, India Habitat Centre,
Lodhi Rd, New Delhi - 110003.

DATE:

Sir,

Subject: Declaration w.r.t. Agency/Bidder has not been blacklisted/debarred by Central/State Govt. Dept. /PSUs/Banks/FIs/Corporates or by any Court of Law etc. in response to the NIT/RFP/BID NO. for -----!

Dear Sir,

We hereby certify/confirm that our company/LLP/Firm, ..., is not black-listed/debarred by Central/State Govt. Dept/ PSUs/ Financial Institutions/Banks/Corporates etc. or by any Court of Law as on date. Also, it is certified that no litigation is initiated by Central/State Government Dept./ Public Sector Undertaking/ Public Sector Bank/ FIs/ Corporate against us and our firm has no pending litigation with HUDCO or else in any Courts of Law.

Further, we understand that if information furnished above stands false or found any corrupt practices at any stage, we shall be completely liable for actions taken by HUDCO as per the terms & conditions of the Notice Inviting Tender (NIT) including disqualification and exclusion from present/future contract /assignments.

Place:

Date:

Agency's/Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Format 4.6-LIST OF OFFICES

To,
Executive Director (Retail Finance)
HUDCO Ltd.,
Core 7A, India Habitat Centre,
Lodhi Rd, New Delhi- 110003.

DATE:

Sub: List of

Offices Dear Sir,
The list of various offices/associate offices of [Name of Bidder] is as follows:

S.No.	City/State/Country*	Address
1.		
2.		

**In case of offices in foreign countries, please share the certificate of incorporation/relevant document issued by the competent authority in such jurisdiction.*

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal Place:

Date:

Format 4.7-CONFIRMATION REGARDING RELATED PARTY

To,
Executive Director (Retail Finance)
HUDCO Ltd.,
Core 7A, India Habitat Centre,
Lodhi Rd, New Delhi- 110003.

DATE:

CONFIRMATION REGARDING RELATED PARTY

Dear Sir,

It is certified that we are not closely associated/ related to Housing and Urban Development Corporation Limited (HUDCO).

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal Place:

Date:

Format 4.8-BID SECURITY DECLARATION
(uploaded scanned copy must be on letter head of Bidder)

Bid Number:

Whereas, I/We M/s _____,
have submitted bid/RFP for for Sale of Retail Housing Non-Performing Assets TO ARCS/BANKS/NBFCs/FIs (ON
100% CASH BASIS) Under Swiss Challenge Method (Name of Work)

I / We submit the following declaration-

- (i) If after opening of tender, I/We withdraw or modify my/or bid during the period of validity of tender (including extended validity of tender) as specified in the tender document.

OR

- (ii) If, after award of work, I/We fail to sign the contract within 15 (Fifteen) days of issuance of award letter.

I/ We shall be suspended for one year and shall not be eligible to bid for tenders issued by HUDCO from date of issue of suspension letter.

(Signature, Name, Designation
of the Authorized signatory with Seal)

Place:

Date:

Format 4.9-FORMAT for Financial BID

(Not to be uploaded along with technical bid. to be uploaded in the Specific Place Holder Provided for Uploading Financial BREAKUP)

1. Name of Bidder :
2. Address of Corporate Office :
- 3.

Sl. No.	Particulars	Amount Offered
1.	Price for Housing Non-Performing Assets (ON 100% CASH BASIS) Under Swiss Challenge Method	Rs. _____/-(Rupees _____) i.e, _____% of the NPA amount Outstanding as on 31.12.2025

Note:

1. The amount offered above shall be used to ascertain the percentage offered against the NPA (Retail Housing Loan) outstanding as on 31.12.2025. The bidder/buyer shall be liable to acquire the actual NPA outstanding as on the date of acquisition, calculated on the basis of the percentage so derived.
For example, if the total Retail NPA outstanding as on 31.12.2025 is ₹16.63 crore and the amount offered is ₹15 crore, the offered percentage would be:
 $\text{₹15 crore} \div \text{₹16.63 crore} \times 100 = \mathbf{90.20\% \text{ (approx.)}}$
In such case, the calculated percentage (i.e., 90.20%) shall be applied to the Retail NPA outstanding as on the date of acquisition to determine the final acquisition consideration.
2. Financial bids should be inclusive of all expenses such as Legal Advisor, VDR, Newspaper Ad agency, out of pocket expenses etc.
3. In case of mismatch in figure and the words quoted; the fee/contract value quoted in words will be taken as correct for all purposes.
4. Any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the HUDCO.

We certify that the items quoted above meet all the technical specifications, Functional requirements, technical requirements as per this tender and prices quoted are all in compliance with the terms indicated in the tender. We also confirm that we agree to all the terms and conditions mentioned in this tender.

Format 4.10- PRE-BID QUERIES

S.No.	Query No.	RFP Document Reference(s) (Section Number / Page Number)	Content of RFP Requiring Clarification/ Documents, if any	Clarification/ document Required	HUDCO's Response

Format 4.11 - NON-DISCLOSURE AGREEMENT

This agreement made and entered into at ____ this __ day of , 2026.

BETWEEN __, a Company incorporated under the Companies Act, 1956 or 2013/ Partnership firm/LLP (registered under its applicable Law/Bye-Law/Deed) having its office at _
_____, registered with Reserve Bank of India with Registration Number _____, (hereinafter referred to as "Receiving Party" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Housing and Urban Development Corporation Ltd., (hereinafter referred to as 'HUDCO Ltd'), a Navratna CPSE established in 1970 and incorporated under the Companies Act 1956 (following Act of 2013), is a Govt. of India undertaking, headquartered in New Delhi under the Ministry of Housing and Urban Affairs. Presently, HUDCO is Non- Banking Financial Company – Infrastructure Finance Company ("NBFC- IFC"), regulated by Reserve Bank of India (RBI). It is a premier techno-financing institution in the field of housing and infrastructure development and other various sectors like Power including Renewable Energy, Roads & Transport, Jal-Jeevan Mission and flagship programs of MoHUA/Gol etc, with a pan-India presence, playing a pivotal role in the socio-economic development of India and listed on BSE & NSE, having its registered/corporate office at **HUDCO Ltd.**, Core 7A, India Habitat Centre, Lodhi Rd, New Delhi- 110003 (hereinafter referred to as "**HUDCO**" or "**the Disclosing Party**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

M/s _____ and Housing & and Urban Development Corporation Limited are hereinafter collectively referred to as "The Parties" and individually as "the Party"

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each party may disclose or deliver to the other party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the such party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential Information:** "Confidential Information" means all information disclosed/furnished by either of the Parties to another party and/or to its representatives in connection with the purpose stated above. The Confidential Information shall include any copy, abstract, extract, sample, note or module thereof in hard/soft copies and shall also include and not restricted to data, documents and/or material information thereof.
The Receiving Party may use the Confidential Information solely for and in connection

with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not use or disclose in any manner whatsoever any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its consultant(s) only if the consultant(s) has executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than this Agreement. The receiving party may disclose confidential information to its employees and consultants on a need-to-know basis. The receiving party shall ensure that such employees and consultants are subject to confidentiality obligations no less restrictive than those of this agreement. The Receiving party shall take appropriate measures to assure against unauthorized use/disclosure to such Consultant(s)/Employee(s).
3. **Publications:** Neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration or termination of this Agreement due to cessation of the business relationship between _____ and _____ or otherwise as determines by the parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall

promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules without retaining any copy thereof.

The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain save and except clause 1 herein.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain Title and all intellectual property and proprietary rights in the Confidential Information. No license under any trade mark, patents or copy right, or application for the same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trade mark, trade mark notice, copy right notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party with immediate effect shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate irreparable harm/loss for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
Any dispute arise out of or in connection with this agreement, parties shall work in good faith to try to resolve the dispute within 30 (thirty) days from the date a party first gives notice that a dispute has occurred. In case the matter cannot be settled amicably, the matter will be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act, 2015 and in terms of the rules and procedures provided therein. The Arbitrator would be appointed by mutual consent of the parties concerned & would be governed by the regulations of the said Act. In the event of any conflict in appointment, the sole arbitrator shall be appointed by HUDCO. The place of

arbitration shall be mutually decided, and the arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties.

8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted here under shall be assignable or otherwise transferable.
9. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India.
10. **General:** The Receiving Party shall not reverse – engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trade marks, patents, copy rights or any right of third persons.

In witness whereof, the Parties hereto have executed these presents the day, month and year as written below.

Dated this day of 2026 at
For and on behalf of :

Name	
Designation	
Place	
Signature	

For and on behalf of **M/s** _____

Name	
Designation	
Place	
Signature	

Format 4.12: Performance Bank Guarantee

Format of Performance Bank Guarantee (to be submitted by successful bidder)

SUCCESSFUL BIDDER SHALL PROVIDE PERFORMANCE BANK GUARANTEE TO HUDCO
WITHIN 14-28 DAYS FROM THE DATE OF WORK ORDER

OUR LETTER OF GUARANTEE No.

Date: _____

Amount: 5% of Contract awarded Value (Rs. _____)

Valid Date: _____

Bank Name &

Address: _____

To

Housing and Urban Development Corporation Ltd. HUDCO Bhawan, Core 7A, India Habitat
Centre, Lodhi Road, New Delhi-110003

In consideration of Housing and Urban Development Corporation Ltd., HUDCO
Bhawan, India Habitat Centre, Lodhi Road, New Delhi – 110 003/ Regional Office
Address (hereinafter referred to as “HUDCO” which expression shall unless
repugnant to the context or meaning thereof include all its successors, administrators,
and executors) and having entered into an agreement dated _____ /Issued
Procurement Order No. _____ dated
_____ with /on to _____ (Bidder’s Name & address)
as the Bidder.

For carrying out its assurance related work (hereinafter referred to as “The Bidder
(Supplier/Bidder” which expression unless repugnant to the content or meaning
thereof, shall include all the successors, Administrators, and executors).

WHEREAS the Supplier/Bidder having unequivocally accepted to supply the services
as per terms and conditions given in the Agreement dated..... /Procurement/Work
Order No _____ dated _____ and HUDCO having agreed that the
Bidder (Agency/Vendor Provider/Supplier) shall furnish to HUDCO a Performance

Guarantee for the faithful performance of the entire contract, to the extent of % (percent) of the value of the Procurement/Work Order i.e. for _____.

We, _____ (name & address of Bank) hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and executors, and assigns) do hereby establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier/Bidder) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/ Procurement/work Order.

Hereby upto but not exceeding _____ say _____ only upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier/Bidder having failed to perform the agreement and despite any contestation on the part of above named Supplier/Bidder.

This Letter of Guarantee will expire on _____ plus 60 (Sixty) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature Name of Bank Official
Designation of the bank Official

Seal of Bank

Format 4.13: Vendor Profile Form

	Name & Legal Status of the Bidder		
	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:
	GST Number:		PAN Number:
	Registered/Corporate office Address of Bidder		
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)	
		2)	
		3)	
	Delhi (NCR) Office Address if any & Contact Details:		
	Names and Designations of the persons authorized for single point interaction with HUDCO		
	Mobile Numbers of Contact persons:		E-mail of Contact persons:
	a) MSME Registration:	(Yes/No)	If Yes, Regd. No.:
			Date:
			Category:
			Range of Supply/ Services:

b) GeM (Government e-Marketplace) Registration: if any	(Yes/No)	If yes, mention GeM Seller ID:	
		Date:	
		Category:	
		Range of Supply/Services:	
		If No, then provide the date by which you will be registered on GeM portal:	Dt.:
c) TReDS (Trade Receivables Discounting System) Registration:	(Yes/No)	If Yes, Regd. No:	
		Date:	
		Category:	
		Range of Supply/Services:	
		If No, then provide the date by which you will be registered on TReDS portal:	Dt.:
d) Whether SC/ST/OBC Entrepreneur:	(Yes/No)	(If yes, please provide Supporting Documents)	
e) Whether Women Entrepreneur:	(Yes/No)	(If yes, please provide Supporting Documents)	

Note:

1. As per latest GoI directives, w.e.f. 01st Nov., 2020, all vendors of any CPSE (e.g., HUDCO Ltd.) must provide their GeM Seller ID to be indicated compulsorily by the respective CPSEs on their Letter of Awards issued to the successful bidders.
2. In case of non-furnishing the required MSME registration details, benefits of MSME will be not allowed presuming the agency a non-MSME Entrepreneur.
3. The bidders will only be considered Women and SC/ST MSE respectively, if :
 - i. In case of proprietary MSE, the proprietor should be Women or SC/ST unit; and
 - ii. In case of partnership MSE, the Women or SC/ST partners should be holding at least 51% shares in the unit; and
 - iii. In case of private limited companies, at least 51% shares shall be held by Women or SC/ST promoters as the case may be.

Format 4.14: Details of Retails Loan as on 31.12.2025

Total No. of Accounts	939
Amount Outstanding	54.82 crores
No. of NPA Accounts	539
NPA Amount O/s	16.63 Crores
Security	Mortgage/ Hypothecation
Geographical Location	All over India (Regional Office wise)

Format 4.15- PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month of 20_____, between, on one hand, the Housing and Urban Development Corporation Ltd. Acting through Shri....., Designation of the officer, (hereinafter called the "HUDCO", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part AND M/s.represented by Shri (hereinafter called the Agency/Firm which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the HUDCO propose to procure (Items and Services as per the Scope of Work/Services Mentioned in The Tender Document (hereinafter called the "Items and Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the Agency/Firm is willing to offer/has offered the said "Items and Services".

WHEREAS the Agency/Firm/Bidder/Consultant is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the HUDCO is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to: Enabling the HUDCO to obtain the desired "Items and Services" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Agency/Firm to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the HUDCO will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the HUDCO

1.1 The HUDCO undertakes that no official of the HUDCO, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Agency/Firm either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The HUDCO will, during the pre-contract stage, treat all Bidder/Consultant Agency/Firm alike, and will provide to all Agency/Firm the same information and will not provide any such information to any particular Agency/Firm which could afford an advantage to that particular Bidder/Consultant Agency/Firm in comparison to the other Agency(s)/Firm(s)/Bidder/Consultant.

1.3 All the officials of the HUDCO will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Agency/Firm to the HUDCO with the full and verifiable facts and the same is prima facie found to be correct by the HUDCO, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the HUDCO and such a person shall Be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the HUDCO, the proceedings under the contract would not be stalled.

Commitments of Bidders/Consultant/Agency(s)/Firm(s)

3. The Agency/Firm commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The Agency/Firm/Bidder/Consultant will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the HUDCO, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Agency/Firm/ Bidder/Consultant further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the HUDCO or otherwise in procuring the Contract of forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Agency/Firm/ Bidder/Consultant shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.

3.4 The Agency/Firm/ Bidder/Consultant shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Agency/Firm/ Bidder/Consultant further confirms and declares to the HUDCO that the Agency/Firm/ Bidder/Consultant is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the HUDCO or any of its functionaries, whether officially or unofficially to the award of the contract to

the Agency/Firm/ Bidder/Consultant, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Agency/Firm/ Bidder/Consultant, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the HUDCO or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Agency/Firm/ Bidder/Consultant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Agency/Firm/ Bidder/Consultant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Agency/Firm/ Bidder/Consultant shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the HUDCO as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Agency/Firm also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Agency/Firm/ Bidder/Consultant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Agency/Firm/ Bidder/Consultant shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Agency/Firm/ Bidder/Consultant or any employee of the Agency/Firm/ Bidder/Consultant or any person acting on behalf of the Agency/Firm, either directly or indirectly, is a relative of any of the officers of the HUDCO, or alternatively, if any relatives of an officer of the HUDCO had financial interest/stake in the Agency/Firm/ Bidder/Consultant, the same shall be disclosed by the Agency/Firm at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Agency/Firm/ Bidder/Consultant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the HUDCO.

3.14 The Agency/Firm/ Bidder/Consultant signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

4. Previous Transgression

4.1 The Agency/Firm/ Bidder/Consultant declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Agency/Firm exclusion from the tender process.

4.2 The Agency/Firm/ Bidder/Consultant agrees that if it makes incorrect statement on this subject, Agency/Firm can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the Agency/Firm deposit an amount (as specified in TENDER) as Earnest Money/Security, Deposit, with the HUDCO through online as per details given below: -

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

a) A confirmed guarantee by a Commercial Bank, promising payment of the guaranteed sum to the HUDCO on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the HUDCO shall be treated as conclusive proof of payment.

b) Any other mode or through any other instrument (to be specified in the TENDER). The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

5.2 In the case of successful Agency/Firm, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the HUDCO to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.3 No interest shall be payable by the HUDCO to the Agency/Firm on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Agency/Firm or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency/Firm shall entitle the HUDCO to take all or any one of the following actions, wherever required: -

6.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Agency/Firm. However, the proceedings will continue with the other Bidders.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the HUDCO and the HUDCO shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the Agency/Firm/ Bidder/Consultant.

6.1.4 To recover all sums already paid by the HUDCO, and in case of the Indian Agency/Firm with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a Agency/Firm from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the HUDCO in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Agency/Firm/ Bidder/Consultant, in order to recover the payments, already made by the HUDCO, along with interest.

6.1.6 To cancel all or any other contracts with the Agency/Firm. The Agency/Firm shall be liable to pay compensation for any loss or damage to the HUDCO resulting from such cancellation/rescission and the HUDCO/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the Agency/Firm/Consultant.

6.1.7 To debar the Agency/Firm/ Bidder/Consultant from participating in future bidding processes of the Government of India HUDCO/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the HUDCO.

6.1.8 To recover all sums paid in violation of this Pact by Agency/Firm/ Bidder/Consultant (s) to any middlemen or agent or broker with a view to securing the contract.

6.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the HUDCO with the Agency/Firm, the same shall not be opened.

6.1.10 Forfeiture of performance Bond in case of a decision by the HUDCO to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.

6.2 The HUDCO will be entitled to take all or any of the actions mentioned at para 6.1 (1) to (10) of this Pact also on the Commission by the Agency/Firm/ Bidder/Consultant or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency/Firm/ Bidder/Consultant, of an offence as defined in the Bharatiya Nyaya Sanhita, 2023 (BNS) including Amendments thereof or Prevention of Corruption Act, 1988 (PC Act) including Amendments thereof or any other statute enacted for prevention of corruption.

6.3 The decision of the HUDCO to the effect that a breach of the provisions of this pact has been committed by the Agency/Firm/ Bidder/Consultant shall be final and conclusive on the Agency/Firm/. Bidder/Consultant However, the Agency/Firm/ Bidder/Consultant can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1 The HUDCO has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by HUDCO).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the HUDCO.

7.6 The Agency/Firm/Bidder/Consultant (s) accepts that the Monitors has the right to access without restriction to all project documentation of the HUDCO including that provided by the Agency/Firm. The Agency/Firm will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Agency/Firm/ Bidder/Consultant Subcontractors(s) with confidentiality.

7.7 The BUYER (HUDCO in the instant case) will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of HUDCO/Secretary in the Department/RO/ within 8 to 10 weeks from the date of reference or intimation to him by the HUDCO/ Agency/Firm/ Bidder/Consultant and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the HUDCO or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Agency/Firm/ Bidder/Consultant and the Agency/Firm/ Bidder/Consultant shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the HUDCO.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11 Validity

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the HUDCO and the

Agency/Firm/ Bidder/Consultant, including warranty period, whichever is later. In case Agency/Firm is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

HUDCO:
Name of the Officer _____
Designation _____

BIDDEER/CONSULTANT AGENCY/FIRM:

Witness:
1. _____

2. _____

Witness:
1. _____

2. _____

Format 4.16- Eligibility Declarations

(Ref NIT-clause____)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title: -----

Bidder's Name _

[Address and Contact Details]

Date

Note: The list below is indicative only You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we comply with all the stipulation of NIT-clause __ and ITS clause __ wrt to eligibility criteria and declare aLs under and shall provide evidence of our continued eligibility to HUDCO

1. Legal Entity of Bidder: _____

2. OEM/Manufacturer/ Agent/ Dealership Status: _____

3. We "are/are not a JV _____

4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

b) (including our Contractors/ subcontractors for any part of the contract):

i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/or

ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered.

We certify that: we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed).

and;

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6. MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. I PSU/ Others: .
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners): .

7. Start-up Status we confirm that we .. are/ .. are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade - DPIIT.

8. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - Mii) Order, 2017 (as amended and revised till date) and related Procuring Organization notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

Self-Certification for the category of suppliers: (Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age
Location(s) of value addition

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier.

b) We also declare that:

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

-We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]