

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	24-07-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	24-07-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Housing & Urban Affairs (mohua)
विभाग का नाम / Department Name	Housing And Urban Development Corporation Ltd
संगठन का नाम / Organisation Name	Housing And Urban Development Corporation Ltd
कार्यालय का नाम / Office Name	Housing And Urban Development Corporation Limited
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :shamgulati.hudco@nic.in Buyer Email id: rachnachandak@hudco.org.in
वस्तु श्रेणी / Item Category	Financial Advisory Services - Onsite; HEDGE ACCOUNTING
अनुबंध अवधि / Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	32 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	91500

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	4.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

HUDCO LTD

Housing and Urban Development Corporation Limited, HOUSING AND URBAN DEVELOPMENT CORPORATION LTD, HOUSING AND URBAN DEVELOPMENT CORPORATION LTD, Ministry of Housing & Urban Affairs (MoHUA) (Hudco Ltd)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	*****, *****, *****, *****, *****

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial bid - [1783592809.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.:AS PER NIT

Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.:AS PER NIT

Scope of work to be uploaded by buyer:[1783594093.pdf](#)

Financial Advisory Services - Onsite; HEDGE ACCOUNTING (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Deployment Location	Onsite
Category of financial advisory service	HEDGE ACCOUNTING
Sub-category of Financial Advisory Services	As per Scope Of Work
Financial Advisory Reports	Yes
Frequency of Progress Report	Quarterly and as and when required
Type of Professional/Resources required	Chartered accountant
Qualification of Professional/Resources required	CA
Certification of Professional/Resources required	Indian Accounting Standards (Ind AS) , Derivatives (by ICAI)
Total Experience of Professionals / Resources (In years)	More than 10 Years
एडऑन /Addon(s)	
Post Financial Advisory Support	Yes

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rachna Chandak	110003,HUDCO Ltd, Core 7A, India Habitat Centre, Lodhi Road, New Delhi - 110003	Project / Lumpsum Based	Number of months for which Post Advisory support is Required : 6

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bidder should read the NIT carefully before applying
2. The price bid should be given only in the attached excel sheet GST and other statutory taxes, if any, shall be payable as applicable over and above quoted fees.
3. Payment shall be made after deduction of TDS/applicable taxes, if any.
4. Quoted fees should be all inclusive. Out of pocket expenses and other incidental charges will not be paid extra
5. Rates are required to be quoted in figures as well as in words. In case of any difference between quotes in figures and words, the quotes in words shall prevail.
6. Bidders are required to quote financial proposal / fees structure strictly as sought above.
7. The bidder should quote rate for the entire scope of work.
8. No additional payment will be admissible on any account except the GST or other applicable taxes on fees as applicable from time to time.

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.

7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



VOLUME I

**NOTICE INVITING TENDER
FOR**

**APPOINTMENT OF CONSULTANT FOR DEVELOPING HEDGE ACCOUNTING
FRAMEWORK, HEDGE EFFECTIVENESS TESTING AND CALCULATIONS AS PER
IndAS**

This Notice Inviting Tender (NIT)/ RFP/ EOI document consists of two volumes:

Volume I : NIT Abstract, PQR, Scope, Specification, STC, Annexure Checklist

Volume II : HUDCO-ATC For The Procurement of Goods & Services

**Issued By
EXECUTIVE DIRECTOR-FINANCE (RM)**

**HOUSING AND URBAN DEVELOPMENT CORPORATION LTD (HUDCO)
(A Govt. of India Enterprises)**

www.hudco.org.in

CIN: L74899DL1970GOI005276

GSTN: 07AAACH0632A1ZF



HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED
(A Govt. of India Enterprises)
NOTICE INVITING TENDER (NIT)

INTRODUCTION

The Housing and Urban Development Corporation Ltd. (HUDCO) established on 25th April 1970 under the Companies Act, 1956, is a Navaratna Public Sector Undertaking (PSU) under the Ministry of Housing and Urban Affairs (MoHUA), listed on major stock exchanges (BSE & NSE). HUDCO is a premier techno-financing CPSE in the field of housing and urban development, playing a pivotal role in the socio-economic development of India for over five decades. HUDCO is a Non-Banking Financial Company – Infrastructure Finance Company (“NBFC-IFC”), regulated by the Reserve Bank of India (RBI). HUDCO is one of the largest Public Sector Undertakings (PSU) in India, with 20 regional offices and 11 development offices across the country.

HUDCO invites offers from reputed bidders as per following terms and conditions -

1	Mode of Enquiry	GeM Procurement
2	Tender Type	Limited Tender
3	Project	Appointment of consultant for developing hedge accounting framework, hedge effectiveness testing and calculations as per IndAS
4	Nature of Package	Non-Divisible
5	Date of Opening of Financial Proposals	Shall be intimated after evaluation of Technical Proposals
6	EMD Amount (Rs.)	₹91,500
7	EMD Exemption	For Micro & Small Enterprises (MSEs), Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), or exempted as per GEM norms along with valid registration documents such as Udhyam/ Udhyog Adhar/ Startup certificate, etc.
8	Validity of Proposals	180 days from the due date of submission of bid/proposal.
9	Electronic Reverse Auction (e-RA):	Yes
		HUDCO shall conduct e-RA on GeM, in accordance with applicable GeM provisions/guidelines by eliminating H1 bidder.
10	Performance Bank Guarantee (PBG)	4% of the awarded contract value
11	Contract Period	The bidder is required to quote the lumpsum fee for a period of three years. The contract shall be awarded initially for a period of one (1) year. Further the contract may be extended further for another two years, one year at a time, subject to satisfactory performance and with the consent of both the parties on the same rates and agreed terms & conditions.
12	Liquidated Damages	As per clause no. 7 of HUDCO GeM ATC
13	Pre-Contract Integrity Pact	No
14	Method of Selection	3 - Stage Process with 2 - Packet bid system
14.1	Stage 1 - EMD	Packet 1
14.2	Stage 2 - Technical Bid	
14.3	Stage 3 - Financial Bid	Packet 2
15.0	Signing of Agreement	Within 15 days from the issue of Letter of Award

16.0	Pre-Bid Meeting	Yes
17.0	Address for Communication	1. The Executive Director (Finance) - RM; Email ID: achal@hudco.org 2. Joint General Manager (Finance); Email ID: resource@hudco.org Address: 2nd Floor, Housing and Urban Development, Corporation Limited, HUDCO Bhavan, Core 7-A, India Habitat Centre, New Delhi- 110003, India Tel : 011 24648420



HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED
(A Govt. of India Enterprises)
NOTICE INVITING TENDER (NIT)

PRE-QUALIFICATION REQUIREMENTS

1.0	Eligibility Criteria	Documents Required to be uploaded
	The Bidder should be a (Company/ Firm/ Proprietorship) and in existence in India for a minimum of 03 years as on tender publishing date.	The valid establishment/registration document (as applicable), along with the PAN Card and GST Registration (where applicable) as proof. Eligibility declaration as per Annexure - I , Details of Bidder as per Annexure - II and Authorization/ Self-Authorization as per Annexure - III need to be submitted.
2.0	Qualification Criteria (Consultancy Services)	
2.1	Financial Turnover Criteria	
	Average annual financial turnover of the bidder during the last 03 (Three) financial years ending on 31st March of the previous financial year should be 70% (calculated as per GEM) of the estimated cost as mentioned in the NIT.	Annual turnover and Financial statement as per Annexure - V need to be submitted.
2.2	Experience Criteria	
	(a) Qualitative capabilities with regard to desired qualification & experience of the manpower proposed to be deployed for the specified services (to be elaborated as based on nature of consultancy) (b) Experience of handling similar contracts as main contractor during last 03 (Three) years from the tender publishing date should be either of the followings:- (i) Single (1) work order of INR 36.6 lakh value of services OR (ii) Two (2) work orders each of INR 22.88 lakh value of services	The Bidder must upload/attach copies of award letters/ agreement and satisfactory completion certificates/ proof of completion issued by the concerned client as per Annexure-IV .
	Notes:	
	(a) Similar contract shall mean bidder should have successfully executed/ completed contracts of Consultation of derivative accounting and Hedge accounting framework or Effectiveness Testing and Calculation as per Ind AS-109 Financial Instrument in company/ client (at least one of them should be a peer group Public Sector undertaking NBFC's /enterprise with net worth of at least Rs. 5000 crores, listed with BSE/ NSE as per audited financial statement.	
	(b) Relaxations to MSE & Startups- Eligible MSEs as defined in the MSE Procurement policy issued by the Department of MSME and DPIIT-recognized Startup shall be entitled to a relaxation of 25% in the prescribed turnover criteria and the value of similar work experience criteria, subject to their meeting the requisite quality, technical specifications, and performance requirements for the execution of the work.	

SCOPE OF WORK

HUDCO believes in highest standards of Corporate Governance and recognizes that its financial statements are an important source of information to the stakeholders. HUDCO is committed to prepare its financial statements as per the applicable Ind AS system of accounting with all required disclosures to enable the stakeholders make informed decisions. HUDCO is seeking assistance in setting up the hedge accounting framework that should be followed for the accounting of derivative transactions in line with existing accounting standards, guidance notes and regulatory guidelines. As on 31st March, 2026, the total foreign currency liabilities are USD 206.25 million (INR 1942.93 crore) and JPY 216 billion (INR 12694.46 crore) and 99.77 % of the foreign currency exchange rate risk is covered through hedging instruments.

The detailed scope of work of the Consultant for the assignment is as given below:

A. Initial Setup:

Review of the existing Hedging policy of HUDCO and suggestion for improvements, if any. Preparation of hedge accounting documentation as required by Ind-AS 109 for each instrument designated in hedging relationship **for the contracts existing as on date and for new derivative contracts entered during the year**. Hedge documentation shall include:

1. Review the existing framework of hedge effectiveness testing.
2. Linkage with risk management objective and strategy of the Company;
3. Identification of type of hedging relationship (i.e. cash flow hedge or fair value hedge);
4. Identification of hedged item;
5. Identification of hedging instrument;
6. Hedge designation strategy for hedge accounting;
7. Hedge effectiveness testing as described below.
Hedge effectiveness testing (Economic relationship, hedge ratio and quantitative testing) as on designation date/ reporting date as the case may be, including:
 - a. Valuation of actual and hypothetical interest rate swap instruments (IRS) for hedge effectiveness testing purposes;
 - b. Bifurcation of intrinsic and time value of seagull structure derivatives instruments etc. for hedge designation;
 - c. Scenario based analysis for change in value of seagulls etc. for hedge effectiveness testing purposes;
8. Review the existing transactions and their underlying exposures being used for the purpose of hedging.
9. Document strategies and economic offset between the hedged item and hedging instrument including hedge effectiveness testing method.

B. Recurring for each quarter:

Hedge effectiveness testing (Economic relationship, hedge ratio and quantitative testing) for each quarter reporting date, including but not limited to:

1. Valuation of actual and hypothetical interest rate swap instruments (IRS) for hedge effectiveness testing purposes.
2. Scenario based analysis for change in value of seagulls etc. for hedge effectiveness testing purposes.
3. Basis of Hedge effectiveness report as per Ind As-109, Computation and preparation of accounting adjustment entries as per applicable ICAI Guidance notes/Accounting Standard/Regulatory Guideline for each quarter reporting dates falling within the year.
4. Basis of Hedge effectiveness report as per Ind As-109, Computation and preparation of adjustment entry as per applicable ICAI Guidance notes/Accounting Standard/Regulatory Guideline for amounts to be reclassified from cash flow hedge reserve on settlement of hedged item/hedging instruments.
5. Providing inputs pertaining to disclosures for derivatives/ hedge accounting as required under law /regulations/ guidelines as applicable
6. Prepare a note on impact of hedge accounting on P&L and net worth and document its treatment and do an impact assessment quarterly and yearly.
7. Review of Deal Sheets post execution of hedge transactions, before confirmation to Banks.
8. Presentation to senior official/BOD, if required.
9. The Consultant will be required to provide complete Hedge Effectiveness Testing report as at each quarter end in addition to the hedge accounting documentation as may be required. The timelines for each milestone will be decided by the Company after discussion with the Consultants and the Consultant will adhere to such timelines.
10. Assessment of Foreign Exchange Risk through stress testing of adverse INR movements against foreign currencies, evaluating the impact on foreign currency borrowings, hedging positions, liquidity, and overall risk exposure, as per applicable guidelines of RBI and HUDCO's Risk Management Policy to be reported on quarterly basis.
11. Assessment of the impact of repayment of foreign currency borrowings, associated hedging contracts, and margin requirements (Initial Margin and Variation Margin) on Liquidity Coverage Ratio (LCR) computations, including evaluation of resultant cash outflows and regulatory treatment in accordance with applicable RBI guidelines and prudential liquidity risk management framework.
12. Information regarding Interest rate contracts, Foreign exchange contracts, including contracts includes cross currency swaps (including cross currency interest rate swaps), forward foreign exchange contracts, currency futures, currency options, Credit Default Swaps, any other market related contracts specifically allowed by the Reserve Bank which give rise to credit risk and Total credit exposure to a counterparty in respect of derivative transaction using CEM, for reporting requirements at each quarter end.
13. Soft copy of all reports, format or any other document shall be provided to the company, including reports in respect of effectiveness testing and other such documents that will be required by the Company to document the derivative accounting requirement.
14. The consultant shall treat all matters in connection with the assignment as strictly confidential. The consultants and their personnel shall not at any time disclose any proprietary or confidential information relating to the assignment of HUDCO business or operations, except that available in the public domain, without the prior written consent of HUDCO.

C. Closure of Financial year:

Providing inputs in respect of disclosures pertaining to hedge accounting as required under Ind AS 107 on quarterly basis and Schedule III Division III to the Companies Act 2013 any other law /regulations/

guidelines as applicable from time to time and attending to the queries of Internal/ Statutory/ Govt. Auditors pertaining to hedge accounting.

D. Guidance on various guidelines of RBI w.r.t. derivatives

RBI from time to time issue various guidelines with regard to derivatives. The consultant would be required to provide opinion/ guidance on all the matters for implementation of RBI guidelines i.e., calculation of its financial impact, finalization of accounting approach including entries to be passed, presentation to be made in the financial statements, updation of financial disclosures, etc.

E. New Deals

The consultant to advise for new deals in foreign currency loans through ECB/FCNR(B), without any additional cost.

F. Quarterly Progress Report

The Consultant will be required to provide complete Hedge Effectiveness Testing report as at each quarter end in addition to the hedge accounting documentation as may be required. The timelines for each milestone will be decided by the Company after discussion with the Consultants and the Consultant will adhere to such timelines.

The Scope of work and requirement of this bid is indicative only and not exhaustive in any manner and that the final scope of work and specification will be indicated by HUDCO at their discretion. The Consultant agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in NIT. HUDCO reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

DURATION OF CONTRACT

Contract shall be awarded initially for a period of One year. Based on satisfactory performance of the appointed firm, the contract is further extendable for another two years on year-to-year basis subject to fees /terms of the assignments continue to be remain the same.

DEPLOYMENT OF STAFF

The Consulting team shall be required to be available to HUDCO in person, if required, for discussions on matter related to hedge accounting with auditors/other parties/ for making presentation to the senior management of the company or the Board of Director of the Company, as and when required. No additional Boarding, Lodging or Out of Pocket Expenses shall be reimbursed for attending the meeting at HUDCO office related to this assignment.

AWARD OF CONTRACT AND PAYMENT TERMS:

The Bidder who has quoted the lowest total price as per GeM shall be appointed as successful consultant for Hedge accounting of derivative products and developing Hedge Accounting framework of HUDCO as per IND-AS 109 Financial instruments. The said Engagement letter shall be treated as formation of Contract and effective initially for One year from date of appointment letter and for the finalisation of quarterly results for quarter ending Sept.'26, Dec.'26, Mar'27 and June'27.

Terms of Payment: The payment is proposed to be made to the consultant only after successful completion of the work for each quarter is proposed as below:

Milestone	% of fee
Completion of the work for the quarter ending 30 Sept with fee payable post approval of the financial results/ statements for the period by the board of directors	20%
Completion of the work for the quarter ending 31 December with fee payable post approval of the financial results/ statements for the period by the board of directors	20%
Completion of the work for the quarter ending 31 March with fee payable post approval of the financial results/ statements for the period by the board of directors	20%
Completion of the work for the quarter ending 30 June with fee payable post approval of the financial results/ statements for the period by the board of directors	20%
Conclusion of the Supplementary Audit by the Office of the Comptroller and Auditor General of India (C&AG) for the year.	20%

- . The payment will be released to the consultants through ECS/NEFT modes.
- . TDS as applicable shall be deducted.
- . No advance payment shall be made under any circumstances.

	HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED (A Govt. of India Enterprises) NOTICE INVITING TENDER (NIT)
SPECIAL TERMS & CONDITIONS	
1	There has not been any disciplinary action Initiated by ICAI/ICWAI or any regulatory authority against the firm during last five years.
2	Bidder shall declare whether any partner of the firm has any relation with the present Statutory Auditors (M/s SARC & Associates, Chartered Accountants, D-191, Okhla Industrial Area Phase I, Delhi 110020,) of HUDCO, if any, then such relations details shall be furnished.
3	While quoting the price, the bidder shall consider all expenses including travelling, boarding, conveyance & other miscellaneous and out of pocket expenditure involved for carrying out the assignment. No claim for expenditure other than the price quoted will be entertained by HUDCO on account of Scope of Work provided in the tender.
4	Rate quoted shall be firm and fixed while any quotes with price variation clause will be rejected.
5	HUDCO expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by HUDCO.
6	HUDCO reserves the right to call for supportive documents / papers from bidders.
7	The Consultant will hand over all the related files / papers to HUDCO at the end of the Contract.



HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED
(A Govt. of India Enterprises)
NOTICE INVITING TENDER (NIT)

ANNEXURES CHECKLIST

S.No.	Annexure	Annexure Description	Applicability (By Buyer) (Yes / No)	Enclosed (By Supplier) (Yes / No)
1	Annexure - I	Eligibility Declarations	Yes	
2	Annexure - II	Details of Bidder/ Vendor's profile	Yes	
3	Annexure - III	Authorization/ Self-authorization for Bid Execution	Yes	
4	Annexure - IV	Experience Details	Yes	
5	Annexure - V	Annual Turnover and Financial Statement	Yes	
6	Annexure - VI	Bank Guarantee in Lieu of EMD, (if not deposited online)	Yes	
7	Annexure - VII	Pre- Contract Integrity Pact (For NIT's value of Rs 50 Lacs & above)	No	
8	Annexure - VIII	Performance Bank Guarantee	Yes	
9	Annexure - IX	Bank Details of the Vendor	Yes	
10	Annexure - X	General Undertakings by the Bidder	Yes	
11	Annexure - XI	Warranty Declaration	No	
12	Annexure - XII	Undertaking related to ESG	Yes	
13	Annexure - A	Financial Bid Format (as per Excel Sheet)	Yes	

Note: Supporting documents for the information provided in all the above annexures/tables (wherever applicable) shall be required from bidder.

Signature of the Authorized Signatory

Date:

Full Name:

Place:

Seal:



VOLUME II

**HUDCO ADDITIONAL TERMS & CONDITIONS
(HUDCO-ATC)
FOR THE PROCUREMENT OF GOODS & SERVICES**

TABLE OF CONTENTS		
S.NO.	DESCRIPTION	PAGE NO. OF VOLUME II
	INTRODUCTION	3
1.0	BID SECURITY / EARNEST MONEY DEPOSIT(EMD)	4
2.0	PRE-BID MEETING / CLARIFICATION	4
3.0	SUBMISSION AND OPENING OF BID	5
4.0	REASONABLENESS OF RATES	5
5.0	PRICE NEGOTIATION	5
6.0	MATERIAL INSPECTION AND REJECTION	5
7.0	LIQUIDATED DAMAGES	5
8.0	PERFORMANCE BANK GUARANTEE (PBG)	5
9.0	PAYMENT TERMS	6
10.0	PRE-CONTRACT INTEGRITY PACT	6
11.0	EXCLUSION OF BIDS/ DISQUALIFICATION	6
12.0	AWARD OF CONTRACT	6
13.0	DISCLAIMERS AND RIGHTS OF HUDCO	7
14.0	GENERAL CONDITIONS	9
15.0	ANNEXURES INDEX	11
15.1	ANNEXURE - I : ELIGIBILITY DECLARATIONS	12
15.2	ANNEXURE - II : DETAILS OF BIDDER/ VENDOR'S PROFILE	14
15.3	ANNEXURE - III : AUTHORIZATION/ SELF-AUTHORIZATION FOR BID EXECUTION	16
15.4	ANNEXURE - IV : EXPERIENCE DETAILS	17
15.5	ANNEXURE - V : ANNUAL TURNOVER AND FINANCIAL STATEMENT	18
15.6	ANNEXURE - VI : BANK GUARANTEE IN LIEU OF EMD (IF NOT DEPOSITED ONLINE)	19
15.7	ANNEXURE - VII : PRE- CONTRACT INTEGRITY PACT (FOR NIT'S $\geq$ RS 50 LACS)	20
15.8	ANNEXURE - VIII : PERFORMANCE BANK GUARANTEE	24
15.9	ANNEXURE - IX : BANK DETAILS OF THE VENDOR	25
15.10	ANNEXURE - X : GENERAL UNDERTAKINGS BY THE BIDDER	26
15.11	ANNEXURE - XI : WARRANTY DECLARATION	27
15.12	ANNEXURE - XII : UNDERTAKING RELATED TO ESG	28

INTRODUCTION

This Additional Terms & Conditions (ATC) is an integral part of the Tender Document and does not purport to contain all relevant details for the submission of bids. Bidders must review the complete Tender Document for details before submitting their bids. In the event of a contradiction between any of the provisions mentioned in this ATC, the GeM GTC, and those mentioned elsewhere in the NIT (GeM Bid), the provisions in the ATC shall prevail.

1.0	BID SECURITY / EARNEST MONEY DEPOSIT(EMD)										
1.1	The bidders are required to pay the Earnest Money Deposit (EMD) electronically into the current account of HUDCO, as per the details given in the table below: <table border="1"> <tr> <td>Name of Beneficiary:</td><td>HUDCO Ltd.</td></tr> <tr> <td>Bank</td><td>HDFC Bank</td></tr> <tr> <td>Branch</td><td>KG Marg, New Delhi</td></tr> <tr> <td>IFSC Code:</td><td>HDFC0000003</td></tr> <tr> <td>A/c Type & No.:</td><td>Current A/c No. 00030350017801</td></tr> </table>	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
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										
1.2	Bidders shall submit a copy of the receipt for the payment of the Earnest Money Deposit.										
1.3	Bid security may also be provided by means of a bank guarantee, in the format in Annexure - VI (Bank guarantee for EMD deposit, if not deposited online) from any commercial bank, as per the terms of this NIT.										
1.4	The bid security shall be non-interest-bearing.										
1.5	EMD Exemption: For Micro & Small Enterprises (MSEs) as defined in the MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME), startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) , or exempted as per GEM norms, along with valid registration documents such as Udhyam/ Udhyog Adhar/ Startup certificate, etc.										
1.6	Notes: (i) The Agency/Firm/bidder must ensure that the EMD amount is credited to HUDCO's account well before the stipulated closure date and time. (ii) Technical qualification documents of only those bidders will be opened whose valid EMD is submitted within the stipulated date and time. (iii) Earnest money of the unsuccessful bidder(s) shall be refunded within 30 days from the date of award of work to the successful Agency/Firm/bidder, no interest would be payable on the EMD. (iv) The EMD of the successful bidder shall be returned upon receipt of the PBG (3%-5%) of the awarded contract value. (v) The EMD shall be refunded as per the bank details of the vendor given in Annexure - IX.										
2.0	PRE-BID MEETING / CLARIFICATION										
	The bidders are requested to submit any queries/questions on issues relating to this NIT by email to the email address mentioned in the NIT, preferably two days prior to the pre-bid meeting. Pre-bid meetings shall be conducted in person at (Office address) or via video conferencing on the date and time mentioned in the NIT. Potential bidders interested in joining the pre-bid meeting must share their company name, Authorized Person's name, email, and contact address mentioned in the NIT at least one day before the pre-bid conference. In the event of video conferencing, HUDCO shall invite them formally via email. The text of the clarifications/questions raised in the meeting and the responses given will be uploaded on the GEM portal/CPP Portal/HUDCO website. Any modifications to the tender document that may become necessary as a result of the clarifications shall be made exclusively by way of issuing Addendum/Corrigendum on the GeM/CPP Portal/HUDCO website only. The Addendum/ Corrigendum uploaded on the GeM/CPP portal will form part of the bid document. Pre-bid clarifications/queries after the pre-bid meeting will not be entertained.										

3.0	SUBMISSION AND OPENING OF BID
	After submission/floating of NIT, the bids received shall be opened online at the specified date and time given in the NIT. If the office is closed on the specified date of opening of the bids, the opening shall be conducted on the next working day by the Tender Evaluation Committee.
4.0	REASONABLENESS OF RATES
	HUDCO shall evaluate whether the rates received in the bids are reasonable or not. If the rates received are considered unreasonably high, HUDCO reserves the right to call the bidder(s) for negotiation in accordance with prevailing procurement guidelines. In case the quoted rates are found to be abnormally low, HUDCO may seek additional justification from the bidder and/or ask for an Additional Performance Bank Guarantee (PBG) as deemed appropriate. HUDCO also reserves the right to reject any or all bids, abandon/cancel the tender process, and issue a fresh NIT, if considered necessary.
5.0	PRICE NEGOTIATION
	Negotiations with the bidders for a price reduction after bid opening will be strictly discouraged. However, in exceptional circumstances where price negotiation is necessary due to unavoidable circumstances, viz. Abnormally high bids, HUDCO may, at its discretion, consider negotiating with the L-1 bidder.
6.0	MATERIAL INSPECTION AND REJECTION
	HUDCO may appoint an officer / a team / a third-party inspector responsible for receiving the materials / goods and inspecting the materials and their quality, at its discretion. In the case of services, an officer/ team may make the required visits accordingly. Supplier must provide a reasonable opportunity/ testing facility for carrying out such inspection at its own cost. In the case of services, an officer/ team may make the required visits accordingly.
7.0	LIQUIDATED DAMAGES
	If the agency/firm/supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract or agreed by HUDCO in writing, the HUDCO shall, without prejudice to other rights and remedies available to HUDCO under the contract, deduct from the contract price as liquidated damages a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning, and/or services until actual delivery or performance, subject to a maximum of 5% of the contract price. In case of inordinate delays, the maximum liquidated damages will be 10% of the contract value. Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays, and the maximum LD deduction shall be 10% of the total contract value.
8.0	PERFORMANCE BANK GUARANTEE (PBG)
8.1	The selected L-1 Bidder/Agency/Firm shall be required to furnish a Performance Bank Guarantee (hereinafter referred to as PBG) of the value of 3-5% (as mentioned in NIT) of the awarded contract value as per Annexure - VIII .
8.2	PBG is to be furnished by a specified date (generally 14 (fourteen) to 28 (twenty-eight) days after notification of the award, depending on the amount), and it shall remain valid for a period of 60 (sixty, 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.
8.3	In case the contract period is extended, the Performance Bank Guarantee shall also be suitably

	extended by the contractor/vendor for the corresponding period. In the event of failure to extend the validity of the PBG within the stipulated time, HUDCO reserves the right to terminate/cancel the contract and also invoke/encash the Performance Bank Guarantee.
9.0	PAYMENT TERMS
9.1	After successful completion of the work, the payment to the Bidder/ Agency/ Firm/ proprietorship firm will be released within 30 days of receipt of the invoice.
9.2	Payment shall be made by HUDCO online mode, and it shall be as per the terms mentioned in the NIT. The payment will be subject to deduction of applicable taxes, if any.
9.3	If, at any point in time, the above-mentioned assignment is found unsatisfactory on account of quality or not matching the specifications laid down in the NIT, payment to the agency/firm/ proprietorship firm would not be released.
10.0	PRE-CONTRACT INTEGRITY PACT
10.1	Shall be applicable if the estimated value of NIT is Rs. 50.00 lakhs or above.
10.2	The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, HUDCO, committing the persons/officers of both sides not to resort to any unfair practices with respect to any aspect at any stage of the contract. Only those bidders who commit themselves to the 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 the bids are not accompanied by the signed Integrity Pact by the bidders along with the Technical Bid, the offers shall be summarily rejected. The Performa of the Pre-Contract Integrity Pact is attached as Annexure - VII .
10.3	Integrity Pact would be monitored through a panel of INDEPENDENT EXTERNAL MONITORS (IEMs) nominated by the Central Vigilance Commission (CVC) for HUDCO. The IEMs would review independently and objectively whether and to what extent the parties have complied with their obligations under the IP. The following persons have been appointed as IEMs for HUDCO:- Dr. Rajindra Kumar Tiwari, Email ID - rajendratiwari@rediffmail.com Shri Pradeep Kumar, Email ID - pradeepawasthi1981@gmail.com
11.0	EXCLUSION OF BIDS/ DISQUALIFICATION
11.1	The HUDCO shall exclude/ disqualify a Bid, if: (i) The bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the NIT document. (ii) The bid materially departs from the requirements specified in the bidding document or it contains false information.
11.2	Note: No modification, deviation, or alteration to the prescribed format of NIT/bid shall be allowed without written consent from HUDCO.
12.0	AWARD OF CONTRACT
12.1	The award shall be given to the L-1 bidder. The L-1 bidder shall give its acceptance on the award letter and supply the goods/services as per the terms of the award letter. For services, the bidder/agency/firm shall be required to execute the necessary documents, such as an agreement/LoA/work order, etc. with HUDCO for the successful completion of the assignment as per the terms of the award letter.
12.2	The firm is expected to commence the assignment according to the time stipulated in the LoA/Work Order.
12.3	If the agency/firm/supplier fails to deliver or install/commission any or all of the goods or fails to

	writing, the liquidated damages shall be as per Clause.
12.4	Canvassing in any form in connection with the Tender is strictly prohibited; bids submitted by the bidders who resort to canvassing are liable to be rejected.
13.0	DISCLAIMERS AND RIGHTS OF HUDCO
	The issue of the Tender Document does not imply that HUDCO is bound to select bid(s), and it reserves the right, without assigning any reason to: (i) reject any or all of the bids, or (ii) cancel the tender process, or (iii) abandon the procurement of the Goods/Services; or (iv) issue another tender for identical or similar Goods/Services
14.0	GENERAL CONDITIONS
14.1	Documents to be Submitted in Support of Eligibility Criteria Under Pre-Qualification Requirement (PQR) (if applicable) The bidder shall furnish documentary evidence in support of its legal status and registration, as applicable, as under: i. In the case of a company, a copy of the Certificate of Incorporation issued by the competent authority shall be submitted. ii. In the case of a registered partnership firm, a copy of the Registration Certificate along with a copy of the Partnership Deed shall be submitted. iii. In the case of an unregistered partnership firm, a certificate from a Chartered Accountant certifying the date of constitution/commencement of business, along with a copy of the Partnership Deed, shall be submitted. iv. In the case of a proprietorship firm, a certificate from a Chartered Accountant certifying the date of incorporation/commencement of business, along with any documentary evidence such as PAN, GST Registration Certificate, or any other registration document indicating the date of incorporation/commencement of business, shall be submitted. Copy of the PAN Card and the GST Registration Certificate (where applicable) shall be furnished in all cases as documentary proof.
14.2	If the services provided by the Bidder/Agency/Firms are not satisfactory and the Bidder/Service Provider/Firm fails to rectify/improve the services/works despite a notice of 15 days in this regard, then the Performance Bank Guarantee (PBG) will be encashed forthwith without any further notice.
14.3	The bid will be disqualified if, at any point during the evaluation process, it is found that the information provided by the Bidder/Agency/Firm/Service Provider is incorrect/false/misleading, the Earnest Money deposited by the Bidder shall be forfeited, without prejudice to any other rights and remedies of HUDCO under the NIT and the law, including recovery of loss, if any, suffered by HUDCO on account of the same. Further, the bidder may also be debarred from participating in any other tender with HUDCO for a period of up to two years.
14.4	Any bribe, commission, or advantage offered or promised by or on behalf of the bidder to any employee of HUDCO shall (in addition to any criminal liability to which the bidder may be subjected) make the bid liable to rejection. Canvassing on the part of, or on behalf of, the bidder will also make the bid liable to rejection.
14.5	HUDCO will be entitled to take all or any of the actions for the commission/omission by the

	knowledge of the agency/bidder, of an offence as defined in the Bharatiya Nyaya Sanhita, 2023 (BNS) including amendments thereof, or the Prevention of Corruption Act, 1988 (PC Act) including amendments thereof, or any other statute/law enacted for the prevention of corruption/offences.
14.6	The Bidder/Agency/Firm shall not, save with the previous consent in writing of HUDCO, sub-contract, transfer, or assign the contract/sub-contract in full or in any part thereof, or any interest therein, or any benefit or advantage thereof, in any manner whatsoever.
14.7	HUDCO reserves the right to annul (cancel) the bidding process at any time prior to the award of the Contract without assigning any reason, or to terminate the Contract after award of work by giving one month's notice if the work is found unsatisfactory.
14.8	The successful MSE bidder shall register themselves on the TReDS portal (M/s Receivable Exchange of India Ltd. (RXIL) , M/s M1exchange, M/s Invoice Mart (A TReDS Ltd.) C2 TReDS (C2FO Factoring Solutions Private Ltd., & M/s KredX Platform Private Limited, as per the Government of India directions, Department of Public Enterprises.
14.9	The submission of the Bid shall be considered as proof that the Bidder/Agency/Firm has gone through the NIT document, including any addendum/corrigendum thereto, and has agreed to all the terms and conditions mentioned in the same.
14.10	Submission of Annexure - A with the Technical Bid documents shall result in the rejection of the bid. Only technically qualified bidders shall be considered for the opening & evaluation of the financial bid contained in Annexure - A .
14.11	Bidders need to submit General Undertakings as per Annexure - X .

ANNEXURES

S.No.	Annexure	Annexure Description
1	Annexure - I	Eligibility Declarations
2	Annexure - II	Details of Bidder/ Vendor's profile
3	Annexure - III	Authorization/ Self-authorization for Bid Execution
4	Annexure - IV	Experience Details
5	Annexure - V	Annual Turnover and Financial Statement
6	Annexure - VI	Bank Guarantee in Lieu of EMD Deposit (if not deposited online)
7	Annexure - VII	Pre- Contract Integrity Pact (For NIT's value of Rs 50 Lacs & above)
8	Annexure - VIII	Performance Bank Guarantee
9	Annexure - IX	Bank Details of the Vendor
10	Annexure - X	General Undertakings by the Bidder
11	Annexure - XI	Warranty Declaration
12	Annexure - XII	Undertaking related to ESG
Note:	Supporting documents for the information provided in all the above annexures/tables (wherever applicable) shall be required from the bidder.	

ELIGIBILITY DECLARATION

(To be submitted as part of the technical bid on Company letterhead along with supporting documents)

Tender Document No.: _____
Tender No.: _____
Tender subject: _____
Bidder's Name: _____
Address and Contact Details of Bidder: _____
Date: _____

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

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

We hereby confirm that we comply with all the stipulations of NIT and its clause w.r.t. eligibility criteria, and declare as 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, subsidiaries, or constituents):
 - (a) are not insolvent, in receivership, bankrupt, or being wound up; do not have our affairs administered by a court or a judicial officer; are not having 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 be 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 are not declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in tender processes of all of its entities for offences mentioned in the 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 all the terms and conditions of the NIT and undertake to fulfil any and all other additional eligibility conditions, if prescribed in the 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 follows:

"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. PSU/Other: .
- b) We attach herewith the Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest, up to the bid submission of the bid.
- c) Whether the proprietor/ Partner belongs to SC/ ST or women category (please specify the names and the 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 for 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 to date) and the related Procuring Organization notifications issued by the relevant Nodal Ministry/ Department, and solemnly declare the following:

- a) 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 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 the 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] .

DETAILS OF BIDDER/ VENDOR'S PROFILE

S.No.	Description	Details
1.0	Name & Legal Status of the Bidder	
1.1	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations, etc.)	
1.2	Date of Incorporation/ Registration	
1.3	GST Number	
1.4	PAN Number	
1.5	Registered/ Corporate Office Address of Bidder	
1.6	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor / Directors of the Bidders	(1)
		(2)
		(3)
1.7	Office Address If any, & contact details	
1.8	Names and Designations of the Persons Authorized for Single-Point Interaction with HUDCO	
1.9	Mobile Numbers of Contact Persons	
1.10	E-mail of Contact Persons	
2.0	MSME Registration: (Yes/No)	
2.1	If Yes, Regd. No.	
2.2	Date	
2.3	Category	
2.4	Range of Supply/ Services	
3.0	GeM (Government e-Marketplace) Registration: (Yes/No)	
3.1	If yes, mention the GeM Seller ID	
3.2	Date	
3.3	Category	
3.4	Range of Supply/ Services	
3.5	If no, then provide the date by which you will be registered on the GeM portal	
4.0	TReDS (Trade Receivables Discounting System) Registration: (Yes/No)	
4.1	If Yes, Regd. No:	
4.2	Date:	
4.3	Category:	
4.4	Range of Supply/ Services	

4.5	If no, then provide the date by which you will be registered on the TReDS portal	
5.0	Whether SC/ST/OBC Entrepreneur: (Yes/No)	
	(If Yes, please provide supporting documents)	
6.0	Whether Women Entrepreneur: (Yes/No)	
	(If Yes, please provide supporting documents)	

Note: The bidder shall submit relevant supporting documents in support of the details furnished above, wherever applicable.

SIGNATURE OF AUTHORIZED SIGNATORY

[Letterhead of Agency/Firm]

**AUTHORIZATION/SELF-AUTHORIZATION FOR EXECUTION OF NITs/BIDs
(Mandatory for All Applicant Bidders as per applicability)**

(For Acceptance of T&C and Execution of NIT/RFP/Bid Documents)

Subject: Authorization/ Self-Authorization that the Agency/Bidder has authorized the undernamed/ undersigned as an Authorized Signatory for and on behalf of Agency/Bidder in response to the NIT/RFP No. _____ for _____.

1. I/We _____ son/daughter/wife of Shri _____, have been appointed/ being a _____ (designation), the undersigned, as an Authorized Signatory for and on behalf of Agency/Bidder named _____ and are fully competent to sign & seal this Authorization/Self-Authorization for execution of all the documents connected with the NIT/RFP/Bids/Award/Work Order/Contracts/Agreements/Declarations/Undertakings.

2. I/we have carefully read and understood all the Terms and Conditions of the Notice Inviting Tender/Request for Proposal and undertake to abide by them with full responsibility and the information/documents related to the Procurement/Assignment/Services along with the Application, are true and authentic to the best of my knowledge and belief.

3. I/We _____ am/are well aware of the fact that furnishing any false information/fabricated documents/concealment of any facts or documents, at any stage, would lead to rejection of my/our bid(s) alongwith held liable for prosecution under the BNS / PC Act or any appropriate law.

4. I/We _____ will be responsible for any breach/non-compliance/violation of any of the Rules/Guidelines settled as per the Appropriate Law simultaneously, and action will also be taken along with making compensation for any loss to HUDCO, if any.

Signature of the Authorized Signatory of the Agency:

Date: _____

Full Name: _____

Place: _____

Seal: _____

Note: (Board Resolution/Authority Letter shall also be considered in the case of Company/LLP/Firm and Self-Declaration/ Authorization may be considered in the case of Proprietorship).

[Letterhead of Agency/Firm]

EXPERIENCE DETAILS

List of similar nature of supply order/ projects executed during the last _____ from the tender publishing date.

S. No.	Name of Work/ Projects with address	Owner/ Organisation / Department	Final Bill Amount as per Supply Order	Date of Commencement as per contract	Stipulated Date of Completion of Work / Project	Actual Date of Completion of Work/ Project
(i) Submit 3 similar nature of supply orders of a value of 40% of the Estimated Cost.						
1						
2						
3						
(ii) Submit 2 similar nature of supply orders of a value of 50% of the Estimated Cost.						
1						
2						
(iii) Submit 1 similar nature of supply order of a value of 80% of the Estimated Cost.						
1						

Note:

- 1) The work/ project mentioned shall be supported with
 - a) Relevant contracts/ CRAC/ work orders/ agreements
 - AND
 - b) Completion certificates/ proof of completion, such as final bills.
- 2) The Contract/ CRAC/ work order/agreement should clearly mention the scope of work for the project and the value of the supply order.

[Letterhead of Auditor/ CA Firm]

ANNUAL TURNOVER AND FINANCIAL STATEMENT

We the Statutory Auditor/ Chartered Accountant of M/s_____ (Name of Law Firm), having verified the books of accounts, do hereby certify the following information:

S.No.	Financial Year	Annual Turnover (INR)
1.		
2.		
3.		
4.		
5.		
	Average Annual Turnover	

We further certify that the average annual turnover of the Applicant_____ is INR_____.

This certificate is issued based on the verification of the Audited Financial Statement/annual accounts for the above period submitted to the law firm.

Name & Signature of Auditor/ CA

Membership Number:

UDIN:

Place:

Date:

Note:

- 1. In case the Agency/Firm/Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.**
- 2. If the audited financial statement for the immediate preceding financial year is not available, the bidder may submit its audited financial statements for the 3 consecutive years preceding that year.**

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (EMD)
(If not deposited Online)

This Deed of Guarantee made this _____ (Date) by _____ (Name of the Bank) having one of its branch at _____ acting through its Manager (hereinafter called the “Bank”), whose expression shall, wherever the context so requires, include its successors and permitted assigns, in favour of HUDCO Ltd. (A Govt. of India Enterprise) registered Under the Companies Act, 1956, having its office at (hereinafter called “HUDCO”) which expression shall include its successors and assigns.

Whereas, HUDCO has invited tenders vide its Tender Notice No. _____ Dated _____ to be opened on, and whereas M/s _____ (Name of Tenderer) Having its office at _____ (hereinafter called the “Tenderer”), has/have in response to the aforesaid tender notice offered to supply/ do the job as contained in the tender.

And whereas, the Tenderer is required to furnish a Bank Guarantee for a sum of Rs. (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

And whereas, we _____ (Name of the Bank) have at the request of the tenderer agreed to give HUDCO this as hereinafter contained.

Now, therefore, in consideration of the promises we, the undersigned, hereby covenant that the aforesaid Tender shall remain open for acceptance by HUDCO during the period of validity as mentioned in the Tender or any extension thereof, as HUDCO and the Tenderer may subsequently agree; and if the Tenderer, for any reason, backs out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid, or fails to furnish a Bank Guarantee for performance as per the terms of the aforesaid Tender, we hereby undertake to pay HUDCO on demand without demur to the extent of Rs. (Rupees _____ only).

We further agree as follows:-

1. That HUDCO may, without affecting this guarantee, extend the period of validity of the said Tender or grant any other indulgence to, or negotiate further with, the Tenderer with regard to the conditions contained in the said Tender, or thereby modify these conditions or add thereto any further conditions as may be mutually agreed between HUDCO and the Tenderer, and the said Bank shall not be released from its liability under these presents by an exercise by HUDCO of its liberty in regard to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of HUDCO or any indulgence by HUDCO to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to HUDCO in terms thereof.
3. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of HUDCO in writing and agree that any change in the constitution, winding up, dissolution, or insolvency of the Tenderer, the said Bank shall not be discharged from its liability.

Notwithstanding anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. (Rupees _____ only) and this Guarantee shall remain in force till _____ (Date) unless a claim under this Guarantee is filed with the Bank within 60 (Sixty) days from this date or the extended date, as the case may be. i.e. up to all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof, the Bank has subscribed and set its name and seal hereunder.

Authorized Signature

Date:

Place:

PRE-CONTRACT INTEGRITY PACT

(For NIT's value of Rs 50 Lacs & above)

GENERAL

This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on day____of the month____of 20____, between, on the 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/Smt_____(hereinafter called the "BIDDER/SELLER/CONSULTANT", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas HUDCO proposes to procure (Items and Services as per the Scope of Work 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 BIDDER/SELLER/ Consultant is willing to offer/has offered the said "Items and Services" .

Whereas the 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 HUDCO is a PSU performing its functions 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 distortive impact of corruption on public procurement; and enabling BIDDER/ CONSULTANT 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 that HUDCO will commit to preventing corruption, in any form, by its officials by following transparent procedures.

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

1.0 Commitments of HUDCO

- 1.1 (i) 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 BIDDER/CONSUTANT, 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.
(ii) The HUDCO will, during the pre-contract stage, treat all BIDDER/ CONSULTANT alike, and will provide to all BIDDER/CONSULTANT the same information and will not provide any such information to any particular BIDDER/ CONSULTANT which could afford an advantage to that particular BIDDER/CONSULTANT in comparison to the other BIDDER(S)/CONSULTANT(S).
(iii) 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.
- 1.2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONSULTANT 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.

2.0 Commitments of BIDDERS / CONSULTANTS

- 2.1 The BIDDER/CONSULTANT 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 of, to secure it and, in particular, commits itself to the following: -
- 2.2 The 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.

- 2.2 The 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 disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER/CONSULTANT shall disclose the name and address of agents and representatives, and Indian BIDDERSs shall disclose their foreign principals or associates.
- 2.4 The BIDDER/CONSULTANT shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER/CONSULTANT further confirms and declares to HUDCO that the BIDDER/CONSULTANT is the original manufacturer/Integrator/authorized government-sponsored export entity of the defense stores and has not engaged any individual, firm, or company, whether Indian or foreign, to intercede, facilitate, or in any way recommend to HUDCO or any of its functionaries, whether officially or unofficially, the award of the contract to the 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.
- 2.6 The BIDDER/CONSULTANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to, or intends to make to officials of HUDCO or their family members, agents, brokers, or any other intermediaries in connection with the contract, and the details of the services agreed upon for such payments.
- 2.7 The 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.
- 2.8 The BIDDER/CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means, or illegal activities.
- 2.9 The BIDDER/CONSULTANT shall not use improperly, for the purpose of competition or personal gain, or pass on to others, any information provided by HUDCO as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER/CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER/CONSULTANT commits to refrain from giving any complaint directly or in any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER/CONSULTANT shall not instigate or cause any third person to instigate any of the actions mentioned above.
- 2.12 If the BIDDER/ CONSULTANT or any employee of the BIDDER/ CONSULTANT or any person acting on behalf of the BIDDER/ CONSULTANT, either directly or indirectly, is a relative of any of the officers of HUDCO, or alternatively, if any relatives of an officer of HUDCO had a financial interest/stake in the BIDDER'S/ CONSULTANT'S firm, the same shall be disclosed by the BIDDER/ CONSULTANT at the time of filling of the tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The 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.
- 2.14 The BIDDER/CONSULTANT signing the Integrity Pact shall not approach the courts while representing the matters to IEMs and he/she shall await their decision in the matter.

3.0 Previous Transgression

- 3.1 The BIDDER/CONSULTANT declares that no previous transgression occurred in the last three years immediately before the 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 the BIDDER's/CONSULTANT's exclusion from the tender process.
- 3.2 The BIDDER/CONSULTANT agrees that if it makes an incorrect statement on this subject, the BIDDER may be disqualified from the tender process or, if the contract has already been awarded, it may be terminated for such reason.

4.0 Earnest Money (Security Deposit)

- 4.1 While submitting the commercial bid, the BIDDER/CONSULTANT deposits an amount (as specified in TENDER) as earnest money/Security, Deposit with HUDCO through the online mode.
- (i) A confirmed guarantee by a Commercial Bank, promising payment of the guaranteed sum to 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.

- (ii) Any other mode or through any other instrument (to be specified in the TENDER). The Earnest Money / Security Deposit shall be valid as per the terms of the TENDER.
- 4.2 In the case of a successful BIDDER/CONSULTANT, a clause shall also be incorporated in the Article pertaining to the Performance Bond in the Purchase Contract, that the provisions of Sanctions for violation shall be applicable for forfeiture of the Performance Bond in case of a decision by HUDCO to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.3 No interest shall be payable by HUDCO to the BIDDER/CONSULTANT on earnest money/security deposit for the period of its currency.

5.0 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER/CONSULTANT or by any person employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONSULTANT) shall entitle HUDCO to take all or any one of the following actions, wherever required: -
- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONSULTANT. However, the proceedings will continue with the other Bidders.
- 5.1.2 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 HUDCO, and HUDCO shall not be required to assign any reason therefor.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by HUDCO, and, in the case of an Indian BIDDER/CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of the State of India; in the case of a BIDDER/CONSULTANT 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.
- 5.1.5 To encash the advance bank guarantee and the performance bond/warranty bond, if furnished by the BIDDER/CONSULTANT, in order to recover the payments already made by HUDCO, along with interest.
- 5.1.6 To cancel all or any other contracts with the BIDDER/CONSULTANT. The BIDDER shall be liable to pay compensation for any loss or damage to HUDCO resulting from such cancellation/recission and the HUDCO/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/CONSULTANT.
- 5.1.7 To debar the 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 HUDCO.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER/CONSULTANT (s) to any middlemen or agent or broken with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by HUDCO with the BIDDER/CONSULTANT, the same shall not be opened.
- 5.1.10 Forfeiture of performance bond in the event of a decision by HUDCO to forfeit the same without assigning any reason for imposing sanctions for violation of this pact
- 5.2 The HUDCO shall be entitled to take all or any of the actions mentioned at para 5.1 (1) to (10) of this Pact against the Commission by the BIDDER/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or the Prevention of Corruption Act, 1988, or any other statute enacted for the prevention of corruption.
- 5.3 The decision of the HUDCO to the effect that a breach of the provisions of this pact has been committed by the BIDDER/CONSULTANT shall be final and conclusive against the BIDDER/CONSULTANT. However, the BIDDER/CONSULTANT may approach the Independent Monitor(s) appointed for the purposes of this Pact.

6.0 Independent Monitors

- 6.1 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).
- 6.2 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.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 6.5 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.
- 6.6 The BIDDER/CONSULTANT(s) accepts that the Monitors have the right to access, without restriction, all project documentation of the HUDCO, including that provided by the BIDDER/CONSULTANT. The BIDDER/CONSULTANT 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 BIDDER/CONSULTANT/Subcontractors(s) with confidentiality.
- 6.7 The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project, provided that 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.
- 6.8 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/BIDDER/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

7.0. 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 BIDDER/CONSULTANT and the BIDDER/CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 LAW AND PLACE OF JURISDICTION

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

9.0 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.

10.0 VALIDITY

- 10.1 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 BIDDER/SELLER/CONSULTANT, including the warranty period, whichever is later. In case BIDDER/SELLER/CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 10.2 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.

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

HUDCO:

BIDDER/CONSULTANT:

Name of the Officer:

Designation:

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.

PERFORMANCE BANK GUARANTEE

M/s HUDCO Ltd.,

(With due stamp duty, if applicable)

Our letter of guarantee No. _____

In consideration of HUDCO Ltd., Having its office at _____ (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 on _____, Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression, unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

Whereas the Supplier has unequivocally agreed to supply the materials as per the terms and conditions set out in the Agreement dated /Purchase Order No. _____ dated _____ and HUDCO has agreed that the 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 Purchase Order, i.e for _____).

We, (“The Bank”) which shall include OUR successors, administrators, and executors, establish an irrevocable Letter of Guarantee No. _____ in your favor for account of (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement / Purchase Order _____.

Hereby we undertake to pay up to but not exceeding _____ (say only) upon receipt by us of your first written demand accompanied by our declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and notwithstanding any contestation on the part of the above-named Supplier.

This Letter of Guarantee will expire on _____ plus 60 (Sixty) days of the claim period, and any claims made hereunder must be received by us on or before the 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 the bank official;

Designation of the Bank official;

Seal

BANK DETAILS OF VENDOR
(EMD REFUND / PBG & PAYMENTS)

The details of Bank Account in which payment is to be transferred and other details are as given below:

Bank Account Details

S. No.	Name of Bank	Details
1	Name of Bank	
2	Bank Account Number	
3	Bank Branch Name	
4	Bank Branch Address	
5	Bank Branch Telephone No.	
6	Type of Account (SBA/C/CA/Cash Credit with code)	
7	Bank Code No / MICR Code (9-digit code number of bank & branch)	
8	PAN No. (copy to be attached)	
10	TIN No.	
11	GST No.	
12	IFSC Code No	

Signature

Name:

Seal:

[On Letterhead of Agency/Bidder]

GENERAL UNDERTAKINGS BY THE BIDDERS

(Mandatory for All Applicant Bidders)

Subject: Undertaking that the Agency/Bidder is fully agreed and abide by the terms and conditions of this NIT/Contract/Agreement etc. for and on behalf of Agency/Bidder in response to the NIT/RFP No. _____ for _____.

It is hereby undertaking:

1. that suppliers declare whether the proprietor or any partner of the firm or the Director of their Company, as the case may be, has any relation with any employee working in the plant/unit concerned; and, if so, give the name of the employee and the relationships, and also whether any of them has a relationship, within the meaning of Section 2(77) of the Companies Act, 2013, with any of the Directors of HUDCO; if so give details. This is necessary to ensure compliance of Section 184 and 188 of the Companies Act, 2013.
2. that no appeal / unresolved dispute / suit / case is pending at any court in India against our Company/LLP/Firm regarding right to carry on practice as on the date of submission of Tender.
3. that our Company/LLP/Firm will not indulge in any fraudulent activity or allow anybody else working in our organization to indulge in fraudulent activities and would immediately apprise HUDCO of the fraud/ suspected fraud as soon as it comes to their notice.
4. that the Company/LLP/Firm shall, during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by HUDCO, divulge or grant access to any information either through Tax Consultant or its personnel or agents. Any monetary penalty / loss levied by any authority due to breach of the above clause will be the sole responsibility of the firm.
5. that after opening of the tender, if our Company/LLP/Firm withdraws or modifies the bid during the period of validity of tender (including the extended validity of tender) as specified in the tender documents, and that after award of work, if our Company/LLP/Firm fails to sign the contract or to submit the performance guarantee (if applicable) before the deadline defined in the tender documents our Company/LLP/Firm shall be suspended for one year and shall not be eligible to bid for tenders issued by HUDCO from the date of issue of the suspension order.
6. that we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.
7. that we have no objection to HUDCO in verifying any or all of the information furnished in this tender with the concerned authorities, if necessary.

Stamp/Signatures of the applicant

Name and Designation

Date:

Place:

WARRANTY/ GUARANTEE/ UNDERTAKING

(Duly signed & Sealed) on non judicial stamp paper of adequate value)
(uploaded scanned copy must be on letter head of bidder)

I/We _____, M/s_____, have submitted a bid
for NIT/RFP No. _____ for _____.

I / We submit the following declaration:-

We will be responsible for the necessary replacement/ rectification/repair of faulty goods for a period of
_____ years from the date of successful completion of delivery and handover of the goods.

Date:

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

Place:

[On Letterhead of Agency/Bidder]

FORM-19 UNDERTAKING RELATED TO ESG
(ENVIRONMENTAL, SOCIAL, AND GOVERNANCE)

TO WHOM SO EVER IT MAY CONCERN

1. Name of the Bidder:
2. Address of Bidder:

We hereby declare that:-

1. We adhere to fair labor practices, ensuring a safe working environment, fair wages, and compliance with applicable labour laws.
2. We uphold ethical business conduct, including anti-corruption measures.
3. We provide products that are environmentally sustainable, have consciously minimized carbon footprints in the production or sourcing process, and invariably incorporate a minimum percentage of recycled materials wherever applicable.
4. We encourage diversity and inclusion within its organization and supply chains and comply with health and safety regulations, ensuring the well-being of their employees.

It is certified that the information furnished above is true and correct.

Signature of Authorized Person/Signatory of Bidder

Full Name & Designation of Authorized Person of Bidder

Seal of Bidder

Date:

Place: