



**HUDCO REGIONAL OFFICE
LUCKNOW**

**NOTICE INVITING TENDER
FOR**

Procurement of 3 nos. 8-Seater Golf Cart by HUDCO under CSR initiative

This Notice Inviting Tender (NIT) 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:

REGIONAL CHIEF- LUCKNOW

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

www.hudco.org.in

CIN: L74899DL1970GOI005276

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

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

1	Mode of Enquiry	GeM Procurement
2	Tender Type	Open Tender
3	Project	Procurement of 3 nos. 8-Seater Golf Cart by HUDCO under CSR initiative
4	Nature of Package	Non-Divisible
5	Bid related events and timeline	As per Important Events and Dates Below.
6	Estimated Cost (inclusive of all Taxes)	Rs. 18,19,500/-
6.1	Earnest Money Deposit (EMD) Amount (Rs.)	Rs. 36,390/-
6.2	EMD Exemption	For Micro & Small Enterprises (MSEs), Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) etc. as per GEM norms with valid registration documents such as Udhyam/ Udhyog Adhar/ Startup certificate etc.
7	Validity of Proposals	180 days from the due date of submission of bid/proposal.
8	Electronic Reverse Auction (e-RA):	Yes
9	Performance Bank Guarantee (PBG)	5% of the awarded contract value within 21 days after notification of award.
10	Contract Period	5 Year from the date of supply/ delivery (3 years of warranty period (Vehicle & Battery) and 2 years of AMC after expiry of the warranty period)
11	Liquidated Damages	As per clause no. 7 of HUDCO GeM ATC
12	Pre-Contract Integrity Pact	Not Applicable
13	Bid System	Single Stage-Two Envelope System/ Two Bid System
13.1	Envelope 1	EMD
		Technical Bid
13.2	Envelope 2	Financial Bid
14.0	Signing of Agreement/ Acceptance of work order	Within 15 days from the issue of Letter of Award
15.0	Address for Communication	The Regional Chief HUDCO, Lucknow Regional Office, 2nd Floor, Housing and Urban Development Corporation Limited (HUDCO) REGIONAL Office, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010, India Tel: 0522 2720834

Important Events and Dates

Events	Date	Time
NIT Publishing	10 th September, 2026	1500 Hrs
Pre-Bid Meeting	22 nd September, 2026	1500 Hrs
Bid Submission Deadline	01 st October, 2026	1500 Hrs
Bid Opening Timeline	01 st October, 2026	1600 Hrs
16.0	Queries to Email ID	lro@hudco.org



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PRE-QUALIFICATION REQUIREMENTS

1.0 Eligibility Criteria

The Bidder should be a legal entity in India for a minimum of **03 years** as on tender publishing date. The bidder should submit copy of the valid establishment/registration document (as applicable), along with the PAN Card and GST Registration as proof. Eligibility declaration as per **Annexure-I**, Details of Bidder as per **Annexure-II** and Self-Authorization as per **Annexure III** needs to be submitted.

2.0 Qualification Criteria (Goods)

2.1 Financial Turnover Criteria

Average financial turnover of the bidder (authorized dealer) during the last 03 (Three) years ending on 31st March of the previous financial year should not be less than Rs. 1273650/- and for Original Equipment Manufacturer (OEM) should not be less than Rs. 5458500/-.
Annual turnover and Financial statement as per **Annexure - V** need to be submitted.

2.2 Experience Criteria

Experience of having successfully completed similar projects for any entity during the last 07 (Seven) years from the tender publishing date should be either of the followings:-

- (i) Three similar completed works each costing not less than the amount Rs. 7,27,800/-
OR
- (ii) Two similar completed works orders each costing not less than the amount Rs. 9,09,750/-.
OR
- (iii) One similar completed works order costing not less than the amount equal to Rs. 14,55,600/-

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**.

3.0 Any other / specific conditions.

Notes:

(a) **Similar work** mean that the supply of Golf Carts of 2 / 4/ 6/ 8/ 12/ 14/ 16 or 18-seater capacity shall be completed by any OEM, authorized dealer, MSE, or Startup to public/private or any others.

(b) **Relaxations to MSE & Startups**- Eligible MSEs as defined in the MSEs 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.

 HUDCO A NAORATNA CPSE	HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED (A Govt. of India Enterprises) NOTICE INVITING TENDER (NIT)
SCOPE OF WORK	
1.0	Location: Sanjay Gandhi Postgraduate Institute of Medical Science (SGPGIMS), Raebareli Road, Lucknow-226014.
2.0	Time Period for supply of 8 seater Golf-Carts: Supply of 3 nos. 8 seater Golf Carts is required to be made by the OEM/Authorized Dealer within 60 days from date of award of work by HUDCO at the above mentioned address.
3.0	Technical Specifications: As per the Technical Specifications enclosed in this NIT.
4.0	Quantity required: 3 nos. 8-Seater Golf Carts.
5.0	Financial Bid: Bidder shall submit all-inclusive bid inclusive of all taxes, duties, levies, GST, etc. for supply/ delivery at specified location. The price quoted shall be firm and all inclusive, including supply of golf carts at site, branding, warranty, AMC Service, no. of free services etc. No additional charges will be paid other than the price quoted by the bidder.
6.0	Supply: The supply of the golf cart shall be carried out by the successful bidder at the locations as mentioned by HUDCO. Payment of 100% will be processed only upon satisfactory delivery and successful handover of the golf cart to the Designated Authority of Sanjay Gandhi Postgraduate Institute of Medical Science (SGPGIMS), confirmed through signed and stamped acknowledgments, accompanied by photographic evidence.
7.0	Service Support: The bidder should have an active Service Centre for Golf Cart within the consignee state/district. Additionally, Bidder must provide details of Service Centre (either a self-owned or authorized service center to support ongoing service requirements) for customer care/service support. The bidder shall provide timely repair services within 5 days of receiving any complaints by Consignee Authorities or HUDCO during the specified contract period. Towards this the bidder shall provide details of an active contact number to be used for receiving complaints and feedback (Required details to be submitted by the successful bidder during execution of the agreement post issuance of Letter of Award).



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TECHNICAL SPECIFICATIONS

The technical specifications of 3 nos. 8-seater Golf-Cart shall be as mentioned below: -

Sl.N o.	Particular	Specifications
1	Vehicle Type	Type: Electric E-Tourist / Golf Cart Seating Capacity: 8 Persons (Including Driver)
2	Seating & Passenger Convenience	Roof Handles for Passenger Support: 7 Numbers Cushioned Seat
3	Motor & Power train	Motor Type: Three Phase AC Induction Motor / PMSM Rated Motor Power (Continuous): >3000 W and ≤6000 W Power Mentioned: 4000 W PMSM Torque: 40 – 75 Nm Gradability: Not less than 10% Maximum Speed: 25-40 kmph
4	Transmission & Drivetrain	Transmission Type: E-Transaxle Drivetrain: Drive Shaft
5	Steering System	Steering Type: Mechanical Rack and Pinion
6	Dimensions	Overall Length: 4200-4600 mm Overall Width: Minimum 1200 mm Overall, Height: Minimum 1850 mm Wheelbase: 3400-3600 mm Turning Radius: 6000 mm Ground Clearance: 180 – 200 mm
7	Weight	Payload Capacity (as per Manufacturer Certificate): 1000 kg Gross Vehicle Weight (GVW): 2000 kg
8	Braking, Suspension & Wheels	Brakes: Front – Disc Brake, Rear – Drum Brake and Hydraulic Suspension: Front – Independent, Rear, Independent Tyres : Front – 165/60-12, Rear – 165/60-12 Radial Tubeless DOT approved Braking Distance at Full Load: 4 meters Type of Wheel Drive: Two wheel drive (rear wheels)
9	Body & Structural Components	Body Material: FRP Body Roof / Canopy Material: Fiberglass / Plastic FRP / FRP Certification: ISO / ASME Roof Sheet Thickness: 4 mm Floor Type: Aluminum Checker Plate Floor
10	Windshield & Visibility	Windshield: Safety Glass Windshield Wiper with Motor: Yes
11	Battery	Battery Chemistry: Lithium-Ion Battery Capacity: 200 - 250 Ah Battery Voltage: 48 Volt Battery Dimensions (L × W × H): 665 × 220 × 270 mm
12	Charging System	Certified Driving Range: 70 – 80 km per charge Charging Time: 6 – 8 Hours
13	Warranty & Service	Vehicle Warranty: 3 Years Battery Warranty: 3 Years Annual Maintenance Contract (AMC) of 2 years after warranty period. Number of Free Services (within warranty): 4
14	Safety & Compliance	Compliance with applicable AIS standards for electric passenger vehicles Connectivity: Fleet management, telematics and maintenance alerts support (Fleet Edge compatible) Equipped with First Aid Box and fire Extinguisher



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SPECIAL TERMS & CONDITIONS

1.0	The rates for item(s)/unit(s) will be considered and there should not be any overwriting and correction in the Financial Bid.
2.0	Agencies/Firms/Bidders while participating in a bid should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive.
3.0	HUDCO shall not entertain any request for escalation in cost/ price on account of any reason whatsoever during the period of contract.
4.0	Any modification in offer/ bid after the closing of tender will not be considered.
5.0	Bid/Tender should include a clause that availability of Spares/ Battery/accessories etc. shall be ensured by the bidder for a minimum period of 10 years from date of supply.
6.0	HUDCO's Logo "Green Miles More Smiles- Under HUDCO CSR Assistance" should be permanently pasted on the front and back side of the product, covering minimum 10% of surface area of the golf cart and charging point. HUDCO's Logo/branding details shall be shared with the successful bidder during issuance of Letter of Award to ensure implementation.
7.0	The supply of the golf cart shall be carried out by the bidder at the locations as mentioned by HUDCO. Payment of 100% will be processed only upon satisfactory delivery and successful handover of the golf cart to the respective administration, confirmed through signed and stamped acknowledgments on official letterhead, accompanied by photographic evidence.
8.0	The bidder must ensure the availability of a dedicated or toll-free service support telephone number, which must be operational and maintained in working condition throughout the contract duration
9.0	Warranty, Annual Maintenance Contract (AMC) and Availability of Spares/Battery/Accessories related Undertaking to be submitted as per Annexure XI, against the supply of the 8-seater Golf Carts. Vehicle Warranty is three years, battery warranty is three years and AMC is two years (after expiry of warranty period) from the date of successful delivery of the 8-seater Golf Carts. AMC: The successful bidder/OEM shall provide AMC services for a period of two years after expiry of the three-year warranty period. The AMC shall generally cover scheduled preventive maintenance and corrective/breakdown maintenance of the 8-seater Golf Cart, including inspection, servicing, adjustment, testing, troubleshooting and rectification of defects in the vehicle and its integral electrical/electronic systems, including battery, motor, controller, charger and other associated systems, as per OEM/manufacture recommendations. The bidder shall provide necessary technical service support, tools and routine maintenance services to maintain the 8-seater Golf Carts in safe and satisfactory operating condition.

	Successful bidder to ensure availability of Spares/ Battery/accessories etc. for complete lifespan of the equipment or a minimum period of 10 years from the date of supply from the OEM/ authorized dealer.
10.0	HUDCO reserves the right, at its sole discretion and in accordance with the applicable procurement guidelines, to annul/cancel the bidding process, in whole or in part, at any time prior to award of the Contract, including after receipt/opening/evaluation of bids, and/or to reject any or all bids, without assigning any reason and without thereby incurring any liability or obligation towards any bidder(s). No bidder shall have any claim against HUDCO on account of such annulment/cancellation, rejection of bid(s), non-award of Contract or any decision in this regard. No compensation, reimbursement or payment shall be payable by HUDCO towards any cost or expenditure incurred in preparation or submission of the bid or participation in the bidding process, including any direct or indirect expenditure, loss of profit, anticipated profit, loss of business, loss of opportunity, consequential loss, damages or any other claim whatsoever arising therefrom. Submission of a bid shall be deemed to constitute unconditional acceptance of this condition. Participation in the bidding process or emergence as the lowest/lowest evaluated bidder shall not confer any right or entitlement to award of the Contract. No contractual right or obligation shall arise between HUDCO and any bidder unless and until a Letter of Award/Work Order/Contract, as applicable, is issued by HUDCO. Bid security/EMD, wherever applicable, shall be dealt with in accordance with the provisions of the Tender Document and applicable HUDCO/GeM provisions.
11.0	Notwithstanding anything contained elsewhere in this NIT, in case of any doubt, ambiguity, inconsistency, omission or dispute regarding the interpretation of any term, condition, provision, eligibility requirement or scope of work under this NIT, the same shall be referred to HUDCO, whose decision and interpretation shall be final and binding on all applicants/bidders. HUDCO reserves the right to clarify, modify or interpret any provision of the NIT in the interest of the procurement, and such interpretation shall be accepted by all applicants/bidders without demur.
12.0	Compliance Certificate The bidder shall submit a duly signed and stamped Compliance Certificate confirming overall compliance with all the Technical Specifications prescribed in the NIT. The Compliance Certificate shall be duly signed by the authorized signatory of the bidder and shall form part of the Technical Bid.



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ANNEXURES CHECKLIST

S.No.	Annexure	Annexure Description	Applicability (on Bidder) (Yes / No)	Enclosed (By Bidder) (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 for EMD deposit, (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	EMD Refund Format / Bank Details of the Vendor	Yes	
10	Annexure - X	General Undertakings by the Bidder	Yes	
11	Annexure - XI	Warranty, Annual Maintenance Contract (AMC) and Availability of Spares/Battery/Accessories related Undertaking	Yes	
12	Annexure - XII	Undertaking related to ESG	Yes	
13	Annexure - XIII	Compliance Certificate	Yes	
14	Annexure - A	Financial Bid Format	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:



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ANNEXURE - A

FINANCIAL BID

Scope: - Procurement of 3 nos. 8-seater Golf-Cart by HUDCO under CSR initiative.

S. No.	Item	Qty	Rate per Unit (Rs.) inclusive of GST & all charges	Amount (Rs.) inclusive of GST & all charges
1	Procurement of 3 nos. 8-seater Golf-Cart by HUDCO under CSR initiative as detailed in this NIT.	3		
	TOTAL	3		



VOLUME-II

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

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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 MSEs 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 Registration/ 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 5% of the awarded contract value. (v) The EMD shall be refunded as per the bank details of the vendor provided 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 (link added) 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 5% (as mentioned in NIT) of the awarded contract value as per Annexure - VIII .
8.2	PBG is to be furnished within 21 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 & AMC 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 as per the NIT.
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 perform the services within the time frame(s) incorporated in the contract or agreed by HUDCO in 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 agency/bidder, or any one employed by it or acting on its behalf (whether with or without 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, subcontract, 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 Mlexchange, 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 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 Annexure-A .
14.11	Submission of Annexure – A with 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 Annexure-A .

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	EMD Refund Format / 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
13	Annexure - XIII	Compliance certificate
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/ Enterprise/ SSI/ Govt. Dept. 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 7 Years 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 each not less than Rs.4,85,200/-						
1						
2						
3						
(ii) Submit 2 similar nature of supply orders of a value of each not less than Rs.6,06,500/-						
1						
2						
(iii) Submit 1 similar nature of supply order of a value not less than Rs.9,70,400/-						
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, M/s _____ (Name of firm),
having verified the books of accounts, do hereby certify the following information:

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

We further certify that the average annual turnover of the applicant, M/s _____
is INR _____.

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

Name & Signature of Auditor / CA

Membership Number:

UDIN:

Place:

Date:

Note:

1. In case the Company/ Firm/ Proprietorship 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.
3. The net worth of the bidder firm should not be negative and should not have eroded by more than 30% (thirty per cent) in the last three years.

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.

Not Withstanding 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/CONSULTANT, 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: -

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 BIDDERS 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 has 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:

Name of the Officer:
Designation:

Witness:

- 1.
- 2.

BIDDER/CONSULTANT:

Witness:

- 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 5 % of the value of the Purchase Order.

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)	
9	GST No.	
10	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, Annual Maintenance Contract (AMC) and Availability of Spares/Battery/Accessories related Undertaking

(Duly signed & Sealed) on non-judicial stamp paper of adequate value)

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

I / We submit the following declaration: -

1. We will be responsible for the necessary replacement/ rectification/repair of faulty goods under the Vehicle & Battery warranty for a period of 3 years from the date of successful completion of delivery and handover of the goods.
2. We will provide AMC services for a period of two years after expiry of the three-year warranty period that cover scheduled preventive maintenance and corrective/breakdown maintenance of the 8-seater Golf Cart, including inspection, servicing, adjustment, testing, troubleshooting and rectification of defects in the vehicle and its integral electrical/electronic systems, including battery, motor, controller, charger and other associated systems.
3. We ensure the availability of Spare Parts / Battery / Accessories etc. for complete life span of the equipment or 10 years from the date of supply/delivery.

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:

**COMPLIANCE CERTIFICATE FOR TECHNICAL SPECIFICATIONS
(To be submitted on the Letterhead of the Bidder)**

NIT Reference No.: _____

NIT Date: _____

Name of the Tender: Procurement of 2 nos.8-Seater Golf Cart by HUDCO under CSR initiative

To,
The Regional Chief
HUDCO, Dehradun Regional Office,
GMVN Building(2nd Floor), 74/1, Rajpur Road,
Dehradun, Uttarakhand – 248001 Tel: (0135) 2748405

COMPLIANCE CERTIFICATE

We, M/s _____, hereby certify that the 8-Seater Golf Carts offered by us against the above-mentioned NIT complies with all the Technical Specifications prescribed in the NIT.

We undertake that the details and information furnished by us in this regard are true and correct to the best of our knowledge and belief.

For and on behalf of the Bidder

Name of Authorized Signatory: _____

Designation: _____

Signature: _____

Date: _____

Place: _____

Company Seal: _____