

**Invitation for Expression of Interest (EOI)**

**For**

Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016

Issued By:

Housing and Urban Development Corporation Limited (HUDCO)

Corporate Office: HUDCO Bhawan, Core 7A, India Habitat Centre, Lodhi Road,  
New Delhi-110003

Date: 20.01.2025

## SCHEDULE OF EVENTS

EOI Document Availability	EOI document can be downloaded from the website ( <a href="https://hudco.org.in">https://hudco.org.in</a> )
Last date for requesting clarification (optional)	20.02.2025
Clarifications to queries raised	24.02.2025
Last date for submission of response to EOI	28.02.2025
Contact Details	Executive Director (Law) HUDCO Limited HUDCO Bhawan, Core 7A, India Habitat Centre, Lodhi Road, New Delhi-110003  Phone; 011-24651880
Address for Communication and Submission of Bid	Executive Director (Law) HUDCO Limited HUDCO Bhawan, Core 7A, India Habitat Centre, Lodhi Road, New Delhi-110003  Phone; 011-24651880
All correspondence relating to this EOI should be sent to following email ids	lawwing@hudco.org

- 1) **Background & Introduction:** Housing and Urban Development Corporation Ltd. (HUDCO or Corporation), is a Public Sector Enterprise (“NAV RATNA”) under the administrative control of Ministry of Housing & Urban Affairs, Govt. of India. HUDCO is a Public Financial Institution under Section 2(72) of the Companies Act, 2013.

Pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 (‘the Code’), relating to Insolvency Resolution and Liquidation Process for corporate persons/personal guarantors, HUDCO desires to empanel Insolvency Professionals (IP) as IRP/RP in applications filed before the National Company Law Tribunal for resolution and / or liquidation proceedings, including for representing the HUDCO in the committee of creditors as per the provisions of the Code/and the Regulations and to do all other activities as defined in the IBC.

HUDCO invites expression of interest (EOI) from IPs registered with Insolvency and Bankruptcy Board of India, and member of Insolvency Professional Agency, having its office(s) at places where NCLT benches are established and have requisite qualification and experience as per the eligibility criteria as laid down in **Annexure ‘A’**. The objective of inviting EOI is to identify and *empanel eligible Insolvency professionals initially for 2 (two) years* having requisite capability, experience & expertise and are interested in providing services to HUDCO as detailed in this document.

- a) **Submission of EOI:** Expression of Interest (EOI) are invited in a sealed envelope superscripted as **<Expression of Interest for empanelment of Insolvency Professionals>** from the applicants who meet the eligibility criteria as set out in **Annexure- ‘A’**, and agree to abide by the terms and conditions contained in this Request for EOI document.

- b) Sealed envelope containing complete set of hard copy of EOI and it should be submitted by Post or delivered in person at the below mentioned Office. Please ensure to submit a soft copy of EOI by mail at [lawwing@hudco.org](mailto:lawwing@hudco.org). EOI should strictly be in format as per **Annexure 'B'**. Additional information if any should be provided by annexing separate sheets.

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

- 2) Insolvency Professional's Eligibility Criteria:** This process is open to all Insolvency Professionals who fulfil the eligibility criteria as set out in **Annexure-'A'** of this document. Insolvency Professionals should furnish requisite information in lines of **Annexure-A** in their EOI.
- 3) Scope of Work:-** To handle the matters relating to the rehabilitation of companies which may include Corporate Debt Restructuring / Strategic Debt Restructuring, Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013, financial restructuring / change in management of companies and other activities provided under the IBC, 2016.
- 4) Process before submission of EOIs:-**
- a) **Raising of queries / clarifications on Request for EOI document:** Applicant IP requiring any clarification on this document should submit their queries through email on or before **20.02.2025** to: [lawwing@hudco.org](mailto:lawwing@hudco.org)
- b) **Modification in Request for EOI document:** HUDCO may modify any part of this document at any time prior to the deadline for submission of EOIs. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in HUDCO's website – <https://hudco.org.in> . All such change(s) will automatically become part of this invitation for EOI and binding on all Insolvency Professionals. Interested Insolvency Professionals are advised to regularly refer HUDCO's URLs referred above.
- c) **Extension of date for submission of EOIs:** Request for extension of date for submission of EOIs will not be entertained. However, HUDCO at its sole discretion may extend the date for submission of EOIs from prospective Insolvency Professionals.
- 5) Format and Signing of EOI:** The applicants should prepare EOI strictly as stated in this invitation for EOI Document.
- i. EOI should be neatly typed and submitted on A4 size paper, securely bound and with all pages therein in serial order.
  - ii. All pages of the EOI should be signed. Any interlineations, erasure or overwriting shall be valid only if the person(s) signs and authenticates them. The EOI should bear the signature and rubber stamp of the applicant on each page except for the un-amended printed literature.
  - iii. The applicants should demonstrate in EOIs that they meet all parameters given in **Annexure-'A'** of this Request for EOI.
  - iv. In case any discrepancy is observed between hard copy and soft copy, the hard copy will be considered as the base document and the information contained in hard copy shall prevail.

**6) Last Date for submission of EOI:** The last date for submission of EOI is **28.02.2025** up to 4.00 P.M. In case the designated day happens to be a holiday; the next working day will be deemed as the last date for submission of EOI.

**7) Process after submission of EOIs:**

- i. All EOIs received by the designated date and time will be examined by the HUDCO to determine whether EOIs are complete in all respects.
- ii. On scrutiny, the EOIs not found in the desired format/ illegible/ incomplete / not containing clear information, or failing to fulfill the relevant requirement will be rejected for further evaluation process at the sole discretion of HUDCO.
- iii. HUDCO reserves the right, at any time, to waive any of the requirements of this Request for EOI document if it is deemed in the interest of HUDCO.
- iv. If deemed necessary, the HUDCO may seek clarifications on any aspect of EOI from the Applicant IP. If a written response is requested, it must be provided within 03 working days by email. The responses received beyond 03 working days, if any, may not be considered. However, that would not entitle the applicant to change or cause any change in the material particulars of their EOI document already submitted. HUDCO may also make enquiries to verify the past performance of the applicants in respect of similar work. All information submitted in the EOI or obtained subsequently will be treated as confidential.
- v. HUDCO may shortlist the Applicants IP who fulfill the eligibility criteria, have experience and capability as per HUDCO's requirement and who agree to abide by the terms and conditions of the HUDCO. HUDCO at its sole discretion may call the Applicant IP for interaction/presentation before the Appropriate Authority before shortlisting. Applicant IPs will have to bear all costs for such interaction/presentation. HUDCO's decision in this regard will be final.
- vi. Applicant Insolvency Professionals will be informed about shortlisting of their EOIs or otherwise. However, Applicants IP will not be provided statement/evaluation and any information about the comparative position of their EOIs with that of others.
- vii. Shortlisting or Empanelment by HUDCO does not create any right in favor of shortlisted or empaneled IP to get appointed as IRP/RP/Liquidator in any case/matter.

**8) Terms & Conditions**

- i. Lodgment of an EOI is evidence of an applicant's consent to comply with all the terms and conditions of Request for EOI process. If an Insolvency Professionals fails to comply with any of the terms, its EOI may be summarily rejected.
- ii. Any misrepresentation of fact in the EOI will lead to the disqualification of the Applicant Insolvency Professionals without prejudice to other actions that HUDCO may take. The EOI and the annexed documents will become the property of HUDCO.
- iii. HUDCO reserves the right to accept or reject any or all EOIs received without assigning any reason therefor whatsoever and HUDCO's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI process.
- iv. Any effort on the part of the Applicants IP to influence evaluation process may result in the rejection of the EOI.
- v. HUDCO is not responsible for non-receipt of EOI within the specified date and

- time due to any reason including postal delays or holidays in between.
- vi. HUDCO reserves the right to verify the validity of the information provided in the EOI and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI.
  - vii. Applicant Insolvency Professionals shall be deemed to have:
    - a) Examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
    - b) Examined all circumstances and contingencies, having an effect on their EOI and which is required by making reasonable enquiries.
    - c) Satisfied themselves as to the correctness and sufficiency of their EOI and if any discrepancy, error or omission is noticed in the EOI, the Insolvency Professional shall notify HUDCO in writing on or before the end date/time of finalization of EOI.
  - viii. The Applicant Insolvency Professional shall bear all costs associated with submission of EOI desired by HUDCO. HUDCO will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
  - ix. The Applicant Insolvency Professional must inform HUDCO immediately in writing of any material change to the information contained in the EOI, including any substantial change in their ownership or their financial or technical capability. Copies of relevant documents must be submitted.
  - x. Shortlisted Applicant Insolvency Professional shall not advertise/publish or disclose the same in any form without the prior written consent of HUDCO.
  - xi. HUDCO shall have the right to cancel the EOI process at any time, without thereby incurring any liabilities to the Insolvency Professional.
  - xii. The Applicant Insolvency Professional should describe comprehensively, how they fulfill the requirement and additional details if any may be provided in the Annexure to their EOI.
  - xiii. The Applicant Insolvency Professional has to declare whether he has any relation with any employee working in the HUDCO and with directors of HUDCO within the meaning of Section 6 of Companies Act, 1956 and its corresponding Sections 2(76) & 2(77) of Companies Act, 2013 if so give the name of the employees/director(s) and the relationship. This is necessary to ensure compliance of Section 297 and 299 of Companies Act, 1956 and its corresponding Sections 184 & 188 of companies Act, 2013
  - xiv. The IPE who is giving support to the Applicant IP has to declare (to attach a separate sheet) whether its any Partner/Director, as the case may be has any relation with any employee working in the HUDCO and if so give the name of the employee and the relationship and also whether any of them has a relationship within the meaning of Section 2(76), 2(77) of the Companies Act, 2013.
- 9) Disclaimer:** HUDCO is not committed either contractually or in any other way to the Applicant Insolvency Professional whose EOI are accepted and or rejected. The issue of this Request for EOI does not commit or otherwise oblige HUDCO to proceed with any part or steps of the process. Subject to any law to the contrary and to the maximum extent permitted by law, HUDCO and its directors/officers/employees/contractors /agents and advisors are not liable for any type of claims, (including liability by reason of any negligence) or any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this request of EOI or suffered by any person acting or refraining from acting because of any information contained in this request for EOI or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, negligence or misrepresentation on the part of HUDCO or any of its officers, employees, contractors, agents or advisors.

## Annexure - A

### **Eligibility Criteria**

Applicant Insolvency Professional shall read carefully the minimum conditions of eligibility criteria provided herein. Proposals of only those Applicant IP who satisfy these conditions will be considered.

- 1) The Applicant IP should be registered with IBBI at the time of EOI and having membership of an Insolvency Professional Agency. The applicant must have a valid Authorisation for Assignment (AFA). The applicant IP should have necessary acumen as specified herein and have unblemished integrity.
- 2) The Applicant IP shall have professional experience as per eligibility derived under IBC Regulation 2016 and at least 5 years of relevant experience in handling matters relating to the rehabilitation of companies which may include experience in Corporate Debt Restructuring / Strategic Debt Restructuring, Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013, financial restructuring / change in management of companies etc. The details of the experience are to be provided in the annexure to the applicant's response to this EOI.
- 3) Assignment/Project shall not be considered for eligibility and evaluation in case IRP/RP was ever removed from the assignment by the Lenders/NCLT or any other adjudicating/controlling/regulatory body on grounds of inefficiency/disciplinary/incompetence or violation of like nature.
- 4) The Applicant IP should be well versed with the Companies Act, 2013 and the Insolvency and Bankruptcy Code, 2016 and the Rules and Regulations framed under the aforesaid Act/Code.
- 5) The Applicant IP shall have the followings:
  - a) Appropriate support system of professionals, consultants and advisors to complete the Corporate Insolvency Resolution in the manner prescribed under the Code;
  - b) The ability and resources to appoint lawyers, valuers, industry experts, accountants and other experts as per the expertise required;
  - c) The ability and capacity to organize and manage the interim management of the debtor and operations as a going concern; and,
  - d) The ability to secure and protect the assets of the debtor.
- 6) The Applicant IP shall demonstrate the above requirements and/ or capacity to the satisfaction of the HUDCO.
- 7) The Applicant IP must be willing to abide by the HUDCO's terms and conditions as to fees, charges etc.
- 8) The Applicant IP who seeks to be appointed as IP/Resolution Professional/ Liquidator should not have represented borrowers of the HUDCO which would amount to conflict of interest as per provision of the IBC, 2016.

**Annexure – B**  
**(Form for submission of EOI)**

To,

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016.

**Dear Sir,**

With reference to the advertisement dated 20.01.2025 and notification at HUDCO's website we wish to apply for empanelment with Housing & Urban Development Corporation Limited as an Insolvency Professional (IP) for matters under IBC, 2016. The information sought for empanelment is given below.

**A. General**

Sl. No.	Particulars	Details
1	Name of the Applicant	
2	Date of Birth/Incorporation	
3	PAN No.	
4	GST Number (If any)	
5	AADHAR No	
6	Address for Correspondence	
7	Permanent Address	
8	E-mail	
9	Contact No.	
10	Alternate Contact No., if any	
11	Education/Professional Qualifications	

**B. INSOLVENCY PROFESSIONAL DETAILS:**

SN	Particulars	Details
1	Registration No. with IBBI:	
2	Date of Registration	
3	Registration valid Till	
4	Details of Insolvency Professional agency (IPA) with which enrolled as a member	
5	Membership No.	
6	Whether the membership is still valid? Yes / No	
7	Details of Authorisation for Assignment (AFA) issued by IPA	

**C. ASSOCIATED WITH INSOLVENCY PROFESSIONAL ENTITY (IPE): (YES / NO)**

**If YES, DETAILS OF INSOLVENCY PROFESSIONAL ENTITY:**

SN	Particulars	Details
1	Name of the Entity	
2	Type of Association	
3	IPE Registration No	
4	Details of the partners/directors as per <b>Annexure B1.</b>	
5	Associated since	
6	Certifications and confirmations by IPE as prescribed at <b>Annexure B4.</b>	

**D. Other Details**

1	Number of years of relevant experience	
2	Details of the Work Experience in terms of the number of cases handled as prescribed in the format mentioned in <b>Annexure B2.</b>	
3	Details of Functional offices at different locations as per <b>Annexure B3</b>	
4	Names of the Banks/Financial Institutions where Empaneled as IP as on date. Letters or any other confirmation (ensuring appointment) by the empaneling/appointing authority are to be enclosed as per <b>Annexure B5.</b>	
5	Date or year from which the Applicant IP is on any panel of HUDCO e.g. Chartered Accountant/Company Secretary/Registered Valuer. Advocates etc.:	
6	Experience of rehabilitation of companies and/or other relevant experience	
7	Number of ongoing assignments under IBC-2016 in hand in the following format (a) as IRP of CIRP, (b) as RP of CIRP, (C) as IRP of fast track CIRP, (d) as RP of fast track CIRP, (e) Liquidation / Voluntary Liquidation (f) Individual Insolvency	
8	Details of infrastructure available for smooth conduct of CIR process and support available from parent firm:	
9	Details of instances of acting against HUDCO in any proceeding	
10	Whether the IP is willing to withdraw from matters, if any, being in conflict / against the HUDCO	
11	Tentative fees proposed to be charged for being appointed as IRP/RP	
12	Name of NCLT Benches/Jurisdiction for which you are interested to be empanelled	

**E. ADDITIONAL INFORMATION:**

1	Have you ever been convicted for any offence? If yes, please give details.	
2	Are any criminal proceedings pending against IP? If yes, please give details.	
3	Whether any disciplinary action has been initiated	



	against the Applicant IP by any IPA / IBBI? If yes, provide details.	
4	Whether Applicant IP has been found guilty of professional misconduct by any Bank/FIs? If yes, please give details.	

**F. Certification:** I accept all the terms and conditions mentioned in the request of EOI as per the certificate placed at **Annexure B6**.

**G. Declaration:**

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted are true to the best of my knowledge.

Name of IP

Signature

(Seal)

**Attachments:-**

1. Self-attested copy of PAN Card
2. Self-attested copy of Aadhar as address proof.
3. Copy of GST Registration Certificate
4. IBBI/IPA Registration Certificate
5. Copy of AFA issued by the IPA
6. Financial statements / Income-tax Returns for the last three years.
7. Copy of Business Profile
8. One photograph
9. Copy of qualification certificate issued by professional Institutions.

(On the letter head of the Insolvency Professional Entity (IPE))

**Annexure – B1**

Certificate regarding Partners/directors (by Managing Partner/directors/Authorised Signatory)

of the IPE giving support to the Applicant IP

**To,**

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016.

**Dear Sir,**

Details of the Partners associated with our Firm/IPE are as follows:

SL	Name of the Partner/Director or	Registration No. With IBBI	Relevant field of Partner/Director or	Years of Association of the Partner/Director or	Membership No of Partners/Directors / Major Key Persons with other Institution e.g. ICAI/ICSI/ICMAI/B ar Council etc.
1					
2					
3					
4					
5					

Yours Faithfully

Signature

Name

Designation

Date  
Place

(On the letter head of the Insolvency Professional (IP))

**Annexure – B2**  
**Details of Infrastructure Project cases handled under IBC by the**  
**Applicant IP**

To,

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016.

Dear Sir,

Details of Infrastructure Project and other cases handled under IBC are as under:

S.N.	Name of the party	Name of the Infrastructure Project	Specify the category of Infrastructure Project (like Housing/Power /Steel/Road etc.	Amount of Debt (Rs. In Crore)	Date of Admission before NCLT (Copy of Relevant NCLT order to be attached	Whether resolution plan succeeded if any Yes/No (Copy of Relevant NCLT order to be attached	Whether discontinued as IRP/RP for the reason like removal by COC/NCLT/adjudicating/controlling/regulatory body on ground of inefficiency/disciplinary/incompetence etc.
1.							
2.							
3.							
4.							
5							

Yours Faithfully

Signature

Name

Designation

Date  
Place

(On the letter head of the Insolvency Professional (IP))  
**Annexure – B3**

Certificate regarding Functional offices at different locations

**To,**

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016

**Dear Sir,**

I/We certify that as a IP, has the following functional offices at different locations:

SL.	Location City	Address	Name of In- charge	Designation of In-charge	Visiting Card Attached.
1					
2					
3					
4					
5					

Yours Faithfully

Signature

Name

Designation

Date  
Place

(On the letter head of the Insolvency Professional Entity (IPE))

**Annexure – B4**

Certificate by Managing Partner/Directors/Authorised Signatory of the IPE giving support to the Applicant IP

**To,**

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016

**Dear Sir,**

1. I/We certify that we as a Firm/IPE will provide the support required for carrying out the Insolvency/Liquidation Process as per IBC Code to the Applicant IP.
2. The support will continue during the continuity of the empanelment with HUDCO .
3. I/We undertake that after HUDCO empanels the applicant IP, we shall not withdraw the above support without prior permission of HUDCO
4. We agree that HUDCO may at its discretion permit, depending upon the status of engagement as IP/IRP/RP/Liquidator for any specific assignment, any modification in the above support with condition(s).
5. The IPE has not been blacklisted due to deficiency of services by any of the Banks/Financial Institutions.
6. We have read the contents of the Fraud Prevention Policy/Anti Fraud Policy of HUDCO (available at website <https://hudco.org.in>) for invitation for Expression of Interest and undertake that we along with our associates shall strictly abide by the provisions of the Fraud Prevention/Anti Fraud Policy of HUDCO.
7. We certify that the IPE abides by and meets all the prescribed criteria, minimum qualifying requirements.
8. We hereby confirm to inform to HUDCO forthwith any change in material to the empanelment evaluation criteria.

Yours Faithfully

Signature

Name

Designation

Date  
Place

(On the letter head of the Insolvency Professional (IP))  
**Annexure – B5**

Certificate regarding Details of the Empanelment/Appointment of the Insolvency Professional by Nationalised Banks/FIs

**To,**

Executive Director (Law)  
HUDCO Limited  
HUDCO Bhawan, Core 7A, India Habitat Centre,  
Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016

**Dear Sir,**

I hereby certify that I am empaneled as an Insolvency Professional with the following Banks/FIs:

SL.	Name of the Institution	Whether Financial Institutions or Bank	Year of empanelment/appointment	Self attested copy of Empanelment letter or any other letter/ written confirmation by the empaneling/appointing authority attached.
1				
2				
3				
4				
5				

Yours Faithfully

Signature

Name

Designation

Date  
Place

(On the letter head of the Insolvency Professional (IP))

**Annexure – B6**

Certificate regarding Acceptance of all Terms and Conditions

**To,**

Executive Director (Law)

HUDCO Limited

HUDCO Bhawan, Core 7A, India Habitat Centre,

Lodhi Road, New Delhi-110003

Sub: Empanelment of Insolvency Professionals (IP) registered with Insolvency and Bankruptcy Board of India established under Insolvency & Bankruptcy Code, 2016

**Dear Sir,**

1. I hereby propose to offer myself for Empanelment as Insolvency Professional with HUDCO Ltd. as outlined in HUDCO invitation for Expression of Interest.
2. I have understood the instructions, minimum qualification and empanelment criteria and the terms and conditions mentioned in the invitation for Expression of Interest furnished by HUDCO and have thoroughly examined the detailed scope of work laid down by you and am fully aware of the nature and scope of work required.
3. I hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the invitation for Expression of Interest.
4. I hereby confirm and undertake to inform to HUDCO forthwith any change in material fact to the empanelment/evaluation criteria.
5. I shall maintain confidentiality and shall not disclose any information to any third party and agreed to sign "Non Disclosure Agreement" as per **Annexure-B7**.
6. I shall not appear against HUDCO in any Tribunals/Courts in any matter during empanelment with HUDCO as IP.
7. I shall carry out the assignment given to me with due diligence and in accordance with prevailing standards of professional ethics with respect to /emanating from IBC, related other laws and enrolling/registering Authority and also discharge other liabilities prescribed by HUDCO depending on the requirement in each case without any restriction on my liability as per applicable law.
8. I have not been blacklisted due to deficiency of services by any of the Banks/Financial Institutions.
9. I certify that all the information provided in my EOI along with annexures, including the information regarding the IPE and other members, is true. I understand that any misstatement in the EOI (even if found later) may lead to disqualification or removal from the Panel. I also understand that in such a case I may be debarred for future assignments with HUDCO for a period which may be deemed necessary by HUDCO in its absolute discretion.
10. I certify that I have relation/no relation with employee working in the HUDCO and with directors of HUDCO within the meaning of S.6 of Companies Act, 1956 and its corresponding Section 2(76), 2(77) of Companies Act, 2013. (if so the name of the employees/director(s) and the relationship is attached herewith separately).

Yours Faithfully

Signature

Name

Designation

Date

Place

## NON-DISCLOSURE AGREEMENT

### PARTIES

- This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is entered into on \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the "Disclosing Party") and \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the "Receiving Party") (collectively referred to as the "Parties").

### CONFIDENTIAL INFORMATION

– The Receiving Party agrees not to disclose, copy, clone, or modify any confidential information related to the Disclosing Party and agrees not to use any such information without obtaining consent. - "Confidential information" refers to any data and/or information that is related to the Disclosing Party, in any form, including, but not limited to, oral or written. Such confidential information includes, but is not limited to, any information related to the business or industry of the Disclosing Party, such as discoveries, processes, techniques, programs, knowledge bases, customer lists, potential customers, business partners, affiliated partners, leads, knowhow, or any other services related to the Disclosing Party

### RETURN OF CONFIDENTIAL INFORMATION

– The Receiving Party agrees to return all the confidential information to the Disclosing Party upon the termination of this Agreement.

### OWNERSHIP

- This Agreement is not transferable and may only be transferred by written consent provided by both Parties.

### GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Land.

### SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

#### DISCLOSING PARTY

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### RECEIVING PARTY

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_