

# **HINDUSTAN URVARAK & RASAYAN LIMITED**

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – I**

### **EXPRESSION OF INTEREST** **(EOI)**

**NAME OF PACKAGE:** EMPANELMENT OF AGENCIES FOR  
IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES of  
HURL FOR A PERIOD OF SEVEN (07) YEARS

**Ref NO: HURL/HQ/CS623 DATED 17.10.2025**



- 1.0** Hindustan Urvarak & Rasayan Limited (HURL), Delhi, a joint venture of IOCL, NTPC, CIL, FCIL & HFCL, is in the process of empaneling agencies for Impact Assessment Study for CER/CSR activities of HURL, for a period of Seven (07) years. Towards this purpose, interested parties/ agencies are invited to participate in pre-qualification process under **Single Bid** system.

**2.0 Brief Details**

|                                           |                                       |
|-------------------------------------------|---------------------------------------|
| Published Date                            | Refer CPP Portal                      |
| Bid Document Download / Sale Start Date   | Refer CPP Portal                      |
| Bid submission Start Date                 | Refer CPP Portal                      |
| Last Date and Time for Bid submission     | Refer CPP Portal                      |
| Technical Bid Opening Date & Time         | Refer CPP Portal                      |
| <b>Earnest Money Deposit (EMD) in INR</b> | <b>Not applicable for Empanelment</b> |
| Pre-Bid Conference Date & Time (if any)   | Refer CPP Portal                      |
| Last Query Date                           | Refer CPP Portal                      |
| Reverse Auction                           | <b>Not applicable for Empanelment</b> |

- 3.0** EMD/Bid Security: **Not applicable for Empanelment**

- 4.0** A complete set of Empanelment Documents may be downloaded by any interested from the e-tendering Site <https://eprocure.gov.in/eprocure/app>.

Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the Empanelment document/form in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected.

Intending Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum / amendment.

- 5.0** *A bidder can submit only one bid, in case of multiple bids by same bidder, all the bids of such bidder will be rejected.*

*Not more than one tender shall be submitted by one bidder/bidder(s) having business relationship. For clarification, Business relationship means bidders having common proprietor/partner(s)/director(s). In such case all such bids will be rejected.*

*In case Spouse, Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother (including step-brothers) and Sister (including step-sisters) submit their bid for the same tender, all such bids will be rejected. However, in case they are a separate entity and are participating in the same tender they will provide an affidavit to this effect, as per Annexure 12 (enclosed at Section VI, Forms and Procedures of the Tender Document), stating that they do not have a business relationship with the other bidders.*

*At the time of submission of Tender, the TENDERER shall submit a declaration stating if the*



*TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of HURL, or, if any relative of an employee of HURL has financial interest / stake in the TENDERER, the same shall be disclosed by the TENDERER at the time of filing the tender. The TENDERER shall declare that they will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HURL.*

*If any cartel/relationship in terms of establishment of relationship among the bidders is found at any stage during pendency of the Contract, HURL will cancel the Bid and action as deemed fit shall be taken against the particular bidder including termination of the contract, forfeiture of all dues including Earnest Money Deposit / Security Deposit and debarring/blacklisting of the bidder and all Partners of the bidder.*

## 6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Followings are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject package:

| Sr. No | Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Documents required (To be submitted along with technical bid)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The Agency should be Govt./ Semi govt. organizations, PSUs, Govt./ Semi govt. reputed Institutions and Govt./ Semi govt. Academic Organizations/NGO/ Section 8 / Limited company.                                                                                                                                                                                                                                                                                                                                                             | i) Certificate of registration incorporation/ or any other valid document to establish that the agency is a Govt./ Semi govt. organization, PSUs, Govt./ Semi govt. Academic Organizations<br>ii) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship duly notarized (Latest) to be submitted<br>iii) For partnership firms –Affidavit duly notarized, confirming the current status of the firm along with names of the partners or copy of partnership deed duly notarized to be submitted<br>iv) For NGO/Section-8- Notarized Copy of the valid Registration certificate along with the details of the Board Members/ Members.<br>v) For limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be submitted. |
| 2      | The bidder should have completed the Impact assessment of Single Project with similar nature of work/Projects as mentioned below having Value not less than ₹22.40 crores (Excluding GST) during last 7 years ending last day of month previous to the one in which applications are invited.<br><br><b>Similar Project works are defined as follows:</b> Any completed Project / activity falling under the schedule VII, Section 135 of Companies Act, 2013. Current listed CER activities are covered under following clauses as mentioned | Copies of Work Orders/ Contract agreements along with completion certificate from client certifying that the applicant has the completed the impact assessment of Similar Project and its value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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|   | <p>below: -</p> <p><b>Clause I:</b> - Eradicating hunger, poverty, and malnutrition, [“promoting health care including preventive health care” and sanitation [including contribution to the Swachh Bharat Kosh set-up by the Central Government for the promotion of sanitation] and making available safe drinking water.</p> <p><b>Clause IV:</b> - Ensuring environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agroforestry, conservation of natural resources and maintaining of quality of soil, air, and water [including contribution to the Clean Ganga Fund set-up by the Central Government for rejuvenation of river Ganga].</p> <p><b>Clause X :-</b> Rural development projects. As defined in Activities in Schedule - VII of Indicative list of CSR projects/ programs/ activities.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3 | <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -</p> <p>A. Three similar completed work order each costing not less than the amount of ₹ 3.20 lakhs</p> <p style="text-align: center;">Or</p> <p>B. Two similar completed work order each costing not less than the amount of ₹4.00 lakhs.</p> <p style="text-align: center;">Or</p> <p>C. One similar completed work order costing not less than the amount of ₹ 6.40 lakhs.</p> <p><b>Note: (i) The value of similar work executed is excl. Taxes.</b><br/> <b>(ii) Similar works are defined as follows:</b> Any assessment / study / work undertaken to assess the need or feasibility of a development project or</p>                        | <p>Copies of Work Orders/ Contract agreements along with completion certificate from Practicing Chartered Accountants / statutory auditor with membership No. of Signatory and Firm along with UDIN/ client certifying that the applicant has the required experience and the following details to be clearly mentioned in the Work Order/PO/rate contract/ agreement:</p> <ul style="list-style-type: none"> <li>i) Work order/PO/rate contract/ agreement with number, date and value</li> <li>ii) Name of the client,</li> <li>iii) Period of contract</li> <li>iv) Executed Value under the PO/WO.</li> <li>v) Scope of work mentioning evaluation/ impact assessment/ certification of CER related work.</li> </ul> |



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|    | any assessment /study undertaken to assess the impact/outcome of a completed project / activity, the scope of which broadly falls under the schedule VII under section 135 of Companies Act, 2013 under clause I, IV, X as mentioned in PQC point 2. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4. | Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March-2024 should be at least ₹ 2,40,000/-                                                                                                                        | <p>Audited Balance Sheet / Profit &amp; Loss Account for the three preceding financial years i.e. <b>2021-22, 2022-2023 and 2023-2024</b></p> <ol style="list-style-type: none"> <li>1. In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual turnover for the three preceding financial years i.e. 2021-22, 2022-2023 and 2023-2024.</li> <li>2. In case above are not available, then audited Balance Sheet / Profit &amp; Loss Account for the three consecutive financial years preceding the last financial year i.e. 2020-21, 2021-22 and 2022-2023 along with Annexure 8 &amp; 9.</li> <li>3. In case above are not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual turnover for the three consecutive financial years preceding the last financial year i.e. 2020-21, 2021-22 and 2022-2023 along with Annexure 8 &amp; 9.</li> </ol> |



- 7.0** HURL reserves the right to reject any or all bids or cancel/withdraw the EOI for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 8.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

**The Power of Attorney (on stamp paper duly notarized) of such person needs to be furnished along with bid.**

**9.0 E-TENDERING PROCEDURE:**

The finalization of the EOI shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by HURL will be outright rejected. Tender documents can be downloaded from our website [www.hurl.net.in](http://www.hurl.net.in) or website of CPP [www.eprocure.gov.in](http://www.eprocure.gov.in). Online Bids are to be submitted on website [www.eprocure.gov.in](http://www.eprocure.gov.in).

The bidders should have a valid Digital Signature Certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective bidders. Kindly [refer bidder's manual kit](#) available on bidders section on e-tendering website for detailed procedure for bid submission or Bidders can take help of our contact number for registration and bid submission procedures.

It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB.**

The bids shall be uploaded in **Single Bid System** in electronic form only through e-tendering system on [www.eprocure.gov.in](http://www.eprocure.gov.in) website.

**Note: e-Procurement system does not allow submission of documents after due date of tender.**

**10.0 DISCLAIMER:**

The information contained in this notice, or any information provided subsequently to parties/ agencies in any form by or on behalf of Hindustan Urvarak & Rasayan Limited (HURL), Delhi, is provided to the parties / agencies based on all terms and conditions subject to which such information has been provided.

This notice or any addenda, is not in any way an agreement or an offer or invitation by HURL to any parties/ agencies other than the applicants who are qualified to submit the Application Documents. This notice has been put forward to provide parties / agencies with necessary information to formulate their proposals based on this notice. All the information a party / an agency may require may or may not be represented in this notice. Each agency is required to conduct its own investigations and check the reliability and completeness of the information mentioned in this notice. The parties/ agencies may also obtain independent advice from appropriate sources. HURL and/or its officers, employees make no representation or warranty and disclaim any liability under any law/ statute/ rules/ regulations as to the accuracy, reliability or completeness of the information contained in this notice.



HURL may, but without being under any obligation to do so, update, amend or supplement the information in this notice in its sole discretion. HURL reserves the rights to reject all or any agencies without assigning any reasons thereof. HURL also reserves the right to cancel this notice without citing any reasons.

#### 6.0 Address for Communication.

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| <p>Smt. Shradha Kumari<br/>Manager (C&amp;M)<br/><b>Hindustan Urvarak &amp; Rasayan Limited</b> (A<br/>Joint Venture of CIL, NTPC, IOCL, FCIL &amp; HFCL)<br/>Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar<br/>District Centre, New Delhi- 110092.<br/><b>EPBAX No:</b> 011-2250 2267/ 2268<br/><b>Email:</b> <a href="mailto:shradhakumari@hurl.net.in">shradhakumari@hurl.net.in</a></p> | <p>Sh. Umang Sinha<br/>Chief manager (C&amp;M)<br/><b>Hindustan Urvarak &amp; Rasayan Limited</b> (A<br/>Joint Venture of CIL, NTPC, IOCL, FCIL &amp; HFCL)<br/>Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar<br/>District Centre, New Delhi- 110092.<br/><b>EPBAX No:</b> 011-2250 2267/ 2268<br/><b>Email:</b> <a href="mailto:umangsinha@hurl.net.in">umangsinha@hurl.net.in</a></p> |
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# **HINDUSTAN URVARAK & RASAYAN LIMITED**

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – II**

***GENERAL TERMS & CONDITIONS (GTC)***



|   |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>QR / PQC Documents</b>           | <p><b>As per Clause No.-6 of EoI, Section-I.</b></p> <p>The eligibility criteria mentioned in the notice will form basis for scrutiny of all proposals received to assess their eligibility. Proposals not meeting the eligibility criteria will be rejected, forthwith, or at any stage of detection. If deemed necessary, HURL may seek clarifications on any aspect from the Agency (ies). However, that would not entitle the Agency (ies) to alter or cause any change in the material information of the proposal already submitted. The evaluation process will be done by HURL, based on examination of documents, certificates, declarations etc. submitted by the Agency as required. The decision of HURL about the empanelment shall be final and binding upon the applicant (s) / parties concerned. The HURL management reserves the right to select or reject any application without assigning any reason thereof.</p> |
| 2 | <b>Assignment</b>                   | <p>The empaneled agency will not be entitled to assign or sublet any work or any part thereof without having obtained written permission from HURL. HURL reserves its rights to refuse such a request of the agency. In case the work is sublet without prior written approval from HURL, the company shall at its sole discretion cancel the job order, arrange the job in question from other sources. The decision of HURL in such case shall be final and binding.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3 | <b>Period of Empanelment</b>        | <p>The empanelment shall be for Seven (07) years from the date of issue of the empanelment letter.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4 | <b>Nil Deviation</b>                | <p><b>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Empanelment Documents.</b> The Bidders are advised that while making their offers, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Empanelment Documents as per Certificate at Annexure 4 of Section IV (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p>                                                                                                                                         |
| 5 | <b>Relation between the Parties</b> | <p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6 | <b>Location</b>                     | <p>The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



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| 7 | <b>Taxes &amp; Duties</b> | <p>Contractor shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty, or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars, and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc., which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.</p> |
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| 8  | <b>Standard of Performance</b> | The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9  | <b>Conflict of Interests</b>   | The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10 | <b>Confidentiality</b>         | The Owner and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11 | <b>Payment Terms</b>           | <p><b>General</b></p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:<br/> Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>HURL will not make advance payment for any work. The bills should be in proper order for processing payment.</p> <p><b>Modes of Billing and Payment</b></p> <p>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p> <p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically</p> |



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|    |                                         | through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect, or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12 | <b>Price Variation</b>                  | Following empanelment, while carrying out jobs of the Company if any items of work/ operation are not provided in the work order, the same may be completed and rates to be paid for this work shall be determined by HURL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13 | <b>Return of Documents etc.</b>         | The empaneled agency shall return to HURL all the creatives/ films/ inputs etc., which are prepared by the agency for HURL, or supplied, by the Company for the work after completion of the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 14 | <b>Good Faith</b>                       | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 15 | <b>Liquidated Damage (LD) for Delay</b> | <p>The timely delivery of the material/services is the essence of the contract. In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s). However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total contract value as awarded.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Supplier/Contractor under this or any other contract with the Owner.</p> |
| 16 | <b>Change in laws and regulations</b>   | If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.                                                                                                                                                                                                                                                                                                        |



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| 17 | <b>TERMINATION OF EMPANELMENT</b> | <p>HURL, by a written notice of maximum one (01) month (varies from case to case), of default, may without prejudice to any other remedy for breach of contract, terminate the empanelment/cancel the work order in whole or in part as the case may be:</p> <ul style="list-style-type: none"> <li>(i) If the agency fails to deliver any or all goods/services within the time (s) specified in the work order, or any extension thereof granted by HURL.</li> <li>(ii) If the agency fails to perform any other work/service under the contract/work order; and if the agency does not rectify his failure(s) within a period specified by HURL, after the receipt of the default notice.</li> <li>(iii) Assigns or sublets the work in whole or part thereof without prior written consent of HURL.</li> <li>(iv) If performance is not satisfactory, or defaults in the performance during designing, creating, and releasing the advertisement and fails to correct such default to the reasonable satisfaction of HURL within the stipulated time given in the written notice of such default.</li> <li>(v) If quality of printed material supplied is found unsatisfactory for which, HURL will be sole judge, or the agency fails to provide printed material in full quantity or part thereof as specified in job order.</li> </ul> <p><b>Note:</b><br/>HURL reserves the right to decide the duration of Notice Period to be served in above cases as per the priority and importance of the job subject to maximum one (1) month.</p> |
| 18 | <b>Force Majeure</b>              | <p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than fourteen (14) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p>                      |



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|  | <p>CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.</p> <p>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>CONTRACTOR and OWNER shall endeavor to prevent, overcome, or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <ul style="list-style-type: none"><li>(a) Constitute a default or breach of the CONTRACT,</li><li style="text-align: center;">Or</li><li>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</li></ul> |
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|    |                                              | <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalization. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>                                                                                                                                                                                                                                                                                                                                       |
| 19 | <b>No Breach of Contract</b>                 | <p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20 | <b>Measures to be Taken on Force Majeure</b> | <p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:</p> <ul style="list-style-type: none"> <li>(a) demobilize, or</li> <li>(b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract.</li> </ul> |



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| 21 | <b>Suspension</b>              | <p>The Contractor shall, on receipt of the order in writing of the Engineer- in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> <li>i. On account of any default on part of the Contractor.</li> <li>ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor.</li> <li>iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.</li> </ul> <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p> |
| 22 | <b>Termination for Default</b> | <p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing.</li> <li>(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations, or interests of the Owner and which the Contractor knows to be false.</li> <li>(c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



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|    |                                             | <p>For the purpose of this Sub-Clause:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>                                                                                                                                                                                                               |
| 23 | <b>Termination for Insolvency</b>           | <p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> <li>(a) the Owner becomes bankrupt or otherwise insolvent.</li> <li>(b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</li> <li>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</li> </ul>                                         |
| 24 | <b>Termination for Convenience</b>          | <p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p> |
| 25 | <b>Termination because of Force Majeure</b> | <p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## Settlement of Disputes

### Mutual Discussion

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the 'Dispute') shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### Arbitration

If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:

- a) President, Institution of Engineers in case of an Indian Contractor.
- b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.

If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.



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|    |                                | <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator. Arbitration proceedings shall be conducted,</p> <p>(i) in accordance with the following rules of procedure:</p> <p>a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</p> <p>b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.</p> <p>c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</p> <p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Contract has been executed.</p> <p>a) The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p> |
| 27 | <b>Fraud Prevention Policy</b> | <p>The Supplier along with their associate / collaborator / subcontractors / sub- vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <a href="http://www.hurl.net.in">http://www.hurl.net.in</a>.</p> <p>The Supplier along with their associate / collaborator / subcontractors /sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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| 28 | <b>Risk purchase</b>                                                         | If the job is not executed or not executed to the satisfaction of HURL, the job shall get executed from open market or the other agencies in the panel at the risk and cost of the concerned empaneled agency, the difference in cost shall be borne by the Contractor and its empanelment shall be terminated.<br>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit including punitive action such as Debarment.                                                                                                                                                                                                                                                                                                                               |
| 29 | <b>HURL right to assess the capabilities and capacity of Bidder</b>          | HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 30 | <b>NOTICE OF DEFAULT</b>                                                     | In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.                                                                                                                                                                                                                                                                                    |
| 31 |                                                                              | If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 32 |                                                                              | Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever. |
| 33 | <b>Quantity Variation</b>                                                    | HURL does not guarantee any off take against the EoI & vendor will not have any claim whatsoever in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 34 | <b>Restrictions on procurement from a Bidder of a country which shares a</b> | i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



**land border  
with India**

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.

However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- iii. "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub- contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iv. "Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" mentioned in para above means.
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- v. The beneficial owner for the purpose of clause "iv" above will be as under:
  - a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-



|    |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|    |                     | <p>i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials.</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>In regard to "Restrictions on procurement from a Bidder of a country which shares a land border with India" bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p> |
| 35 | <b>OTHER TERMS:</b> | <p>1. If any information submitted by a tenderer at the time of submission of empanelment is found untrue after the award of the contract or it is discovered that some information having a material bearing on the contract has been concealed, HURL reserves the right to terminate the contract forthwith without any prejudice to any right, remedy, claims etc. that may be suitable to HURL.</p> <p>2. No conditions or deviations should be mentioned by the tenderer in empanelment application. Where the Party has mentioned any conditions or deviations in the application shall be summarily rejected without any further reference.</p> <p>3. In the event of the agency failing to observe or perform any of the conditions of the work as set out herein, it shall be lawful for HURL in its discretion to remove or withhold any part of the work until such time as it may be satisfied that the agency is able to do and will duly observe the said condition.</p> <p>4. In case the work is not executed in time and to its satisfaction, HURL may at its own discretion either-</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



|    |                         |                                                                                                                                                                                                                                                                                                                                                                                                          |
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|    |                         | <p>(a) Permit the agency to re-do the same within such time as the HURL may specify at agency own cost which shall include the cost of all raw material, final product and service; or</p> <p>(b) Arrange to get the work done elsewhere and by any other form or form any other source than the agency, in which case the amount of extra cost, if any, shall be recovered by HURL from the agency.</p> |
| 36 | <b>MISC. CONDITIONS</b> | <p>(i) HURL reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents. HURL's decision in this regard shall be final and binding on all.</p> <p>(ii) The above terms and conditions are not exhaustive. The additional / special terms and conditions can be specified at the time of NIT depending upon the type of job involved.</p>                 |
|    |                         |                                                                                                                                                                                                                                                                                                                                                                                                          |



**Checklist of documents to be submitted:**

| Sr. No. | Item                                                                                                                                                                                                                                                                                                                                                                                                   | Yes / No |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1       | Agency Profile Form (Enclosed as <b>Annexure-1</b> to Forms and Procedures i.e., Section IV).                                                                                                                                                                                                                                                                                                          |          |
| 2       | Power of Attorney as per requirement mentioned in EoI.                                                                                                                                                                                                                                                                                                                                                 |          |
| 3       | Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.                                                                                                                                                                                                                                                                                           |          |
| 4       | Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as <b>Annexure-2</b> to Forms and Procedures i.e., Section IV) and a <b>copy of cancelled cheque</b> .                                                                                                                                                                                                                    |          |
| 5       | Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as <b>Annexure-3</b> to Forms and Procedures i.e., Section IV).                                                                                                                                                                                                                         |          |
| 6       | Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <b>Clause 6 of EoI</b> .                                                                                                                                                                                                                                                                     |          |
| 7       | Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as <b>Annexure-4</b> to Forms and Procedures i.e., Section IV).                                                                                                                                                                                                                                                                 |          |
| 8       | Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as <b>Annexure-5</b> to Forms and Procedures i.e., Section IV to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial evaluation are true and correct including the contents thereof. |          |
| 9       | Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as <b>Annexure-6</b> to Forms and Procedures i.e., Section IV).                                                                                                                                                                                                                                    |          |
| 10      | Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as <b>Annexure-7</b> to Forms and Procedures i.e., Section IV).                                                                                                      |          |
| 11      | Undertaking for Non-Blacklisting as per format enclosed at <b>Annexure-10</b> of Section IV (Forms & Procedures)                                                                                                                                                                                                                                                                                       |          |
| 12      | <b>Affidavit deposing compliance of Clause 5</b> of Notice Inviting Tender(Enclosed as <b>Annexure-12</b> to Forms and Procedures i.e., Section IV).                                                                                                                                                                                                                                                   |          |
| 13      | Any other document asked for in the Bidding Documents.                                                                                                                                                                                                                                                                                                                                                 |          |

**Note:** Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 16 (except Sr. No. 5) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.



# **HINDUSTAN URVARAK & RASAYAN LIMITED**

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – III**

### ***SCOPE OF WORK AND OTHER TERMS & CONDITIONS***

#### ***(TECHNICAL SPECIFICATIONS)***



Ref No.: HURL/HQ/CS623

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF HIRING OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR HURL CER/CSR ACTIVITIES FOR A PERIOD OF Seven (07) YEARS**

**Technical Specification**

**Hindustan Urvarak & Rasayan Limited (HURL)**, a wholly owned Government of India company, was incorporated on **15th June 2016** with its headquarters located in **New Delhi**. It is a joint venture promoted by **Coal India Limited (CIL)**, **NTPC Limited (NTPC)**, and **Indian Oil Corporation Limited (IOCL)**, in partnership with **Fertilizer Corporation of India Limited (FCIL)** and **Hindustan Fertilizer Corporation Limited (HFCL)**.

HURL is engaged in the production of **Urea and Ammonia** through its three operational units located at **Gorakhpur, Barauni, and Sindri**. Currently, HURL caters to more than **17 states** across India.

As part of its commitment to sustainable development, HURL is aligning itself with the evolving technological and environmental landscape in the agriculture and fertilizer sectors, positioning itself as a **forward-looking and environmentally responsible organization**.

HURL has completed some of the CER activities in developing of localities around the nearby HURL plants and other CER activities are under process.

To ensure the effective utilization of CER/CSR funds and assess the impact of the various programs/Projects/Activities under CER/CSR activities, it is required to engage an agency to conduct the impact assessment as per the company requirements and compliance.

**SCOPE OF WORK:**

- 1.0 OBJECTIVES OF THE STUDY:** The objective of the impact assessment Study is to conduct a comprehensive evaluation of the HURL's Corporate Environmental Responsibility (CER) environmental initiatives, focusing on their alignment with sustainable development goals and regulatory compliance. The specific objectives are as follows:
  - 1.1 *Environmental Impact Assessment:*** To assess the direct and indirect environmental impacts of HURL's CER activities through data-driven analysis, including health, drinking water and living standards of community and its associated stakeholders.
  - 1.2 *Stakeholder Engagement and Perception Mapping:*** To capture and analyze stakeholder views—including those of Households, local communities, regulatory bodies, and internal departments, Implementing Agencies—regarding HURL's environmental practices and performance.
  - 1.3 *Evaluation and Strategic Recommendations:*** To analyze current CER initiatives and provide actionable recommendations for improving environmental performance, enhancing compliance, implementation and running gaps, and adopting best practices.
  - 1.4 *Future-Oriented Environmental Planning:*** To guide HURL's in identifying and planning new, forward-looking environmental projects that contribute to a greener, more sustainable future in alignment with national and global environmental priorities.



## 2.0 SCOPE OF THE STUDY:

The following are the details of completed projects for which Impact evaluation study can be processed. Further, other CER/ CSR projects are under process which can be taken-up for evaluation as per the HURL Requirement.

| Sl. No. | Project Name                                                                                           | Location                    | Qty. | Nature of Project            |
|---------|--------------------------------------------------------------------------------------------------------|-----------------------------|------|------------------------------|
| 1       | Installation of Oxygen Plant at Health Centers                                                         | Gorakhpur, Barauni & Sindri | 6    | Health                       |
| 2       | Development of Ramgarh Taal- Facelift and Placemaking, Gorakhpur                                       | Gorakhpur                   | 1    | Environmental Sustainability |
| 3       | Creation of Health Infrastructure Pediatric Intensive Care Unit-PICU at 16 CHC's in Gorakhpur district | Gorakhpur                   | 16   | Health                       |
| 4       | Anganwadi Kendra (Renovation Work)                                                                     | Sindri                      | 100  | Rural Development Project    |
| 5       | Supply of Drinking Water System (For FY 2022-23 & 2023-24)                                             | Sindri                      | 1    | Sanitation                   |

## 3.0 TERMS OF REFERENCE (TOR) OF THE STUDY:

### 3.1 EVALUATE THE EFFECTIVENESS OF CER PROJECTS IMPLEMENTATION:

- To determine activities performed under CER and its achievement against the intended environmental and social outcomes.

### 3.2 MEASURE TANGIBLE AND INTANGIBLE IMPACTS:

- Assess both direct impacts (e.g. access to clean drinking water supply, health, and indirect benefits (e.g., awareness, community engagement, social inclusion etc.).

### 3.3 ASSESS RELEVANCE AND ALIGNMENT:

- To evaluate the CER activities are aligned with local environmental needs, community priorities and organizational objective.
- To evaluate the activities, complement or duplicate existing government or any other similar initiatives.

### 3.4 IDENTIFY CHALLENGES AND IMPLEMENTATION GAPS:

- To highlight bottlenecks in execution, such as delays, quality issues, lack of participation, or appropriate utilization of funds.

### 3.5 SUGGEST CORRECTIVE MEASURES AND BEST PRACTICES:

- To recommend improvements in planning, monitoring, execution, and stakeholder engagement for future CER projects.



**3.6 ENSURE ACCOUNTABILITY AND TRANSPARENCY:**

- To assess the transparency in CER fund utilization, execution and provide data-backed evidence for regulatory reporting.

**3.7 SUSTAINABILITY OF CER PROJECTS:**

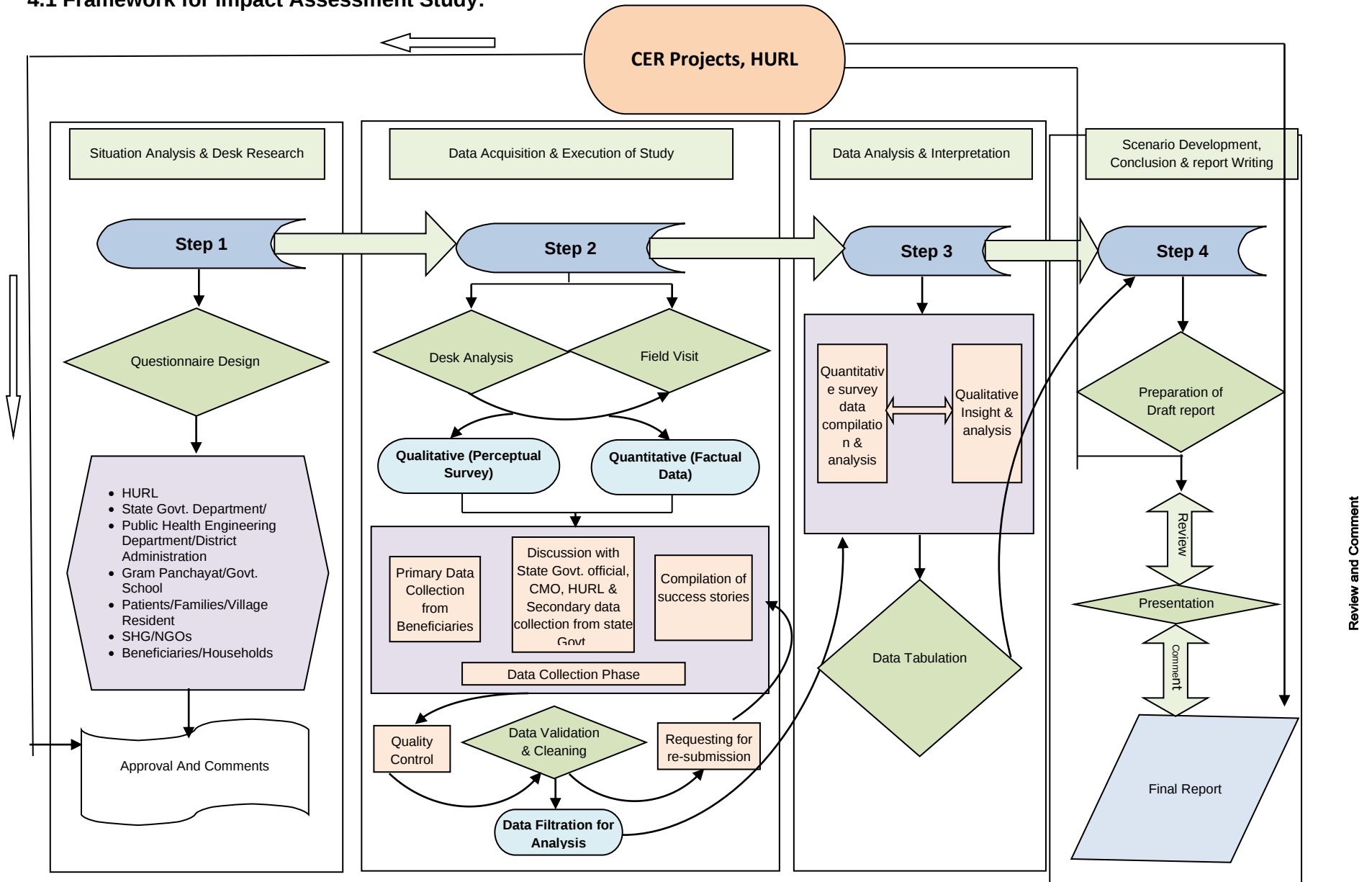
- To assess the measures/ actions taken for sustainability of the CER projects/ initiatives of HURL.
- To evaluate the present state of projects and its future sustenance in terms of its self-sustainability.

**4.0 BROAD METHODOLOGY FOR IMPACT ASSESSMENT STUDY:**

- Impact Assessment study of the CER project (s) implemented during the past years (s) by HURL would be taken up as per table no 8.1.
- Secondary data would be obtained about the beneficiary (ies), project details, stakeholders associated with implementation etc.
- Based on the project details and its beneficiary outreach, the sample size for data collection/ field study would be finalized for each of the project (s).
- Accordingly, stratification and distribution of samples would be made so that samples would be statistical representative of the entire beneficiary/ population.
- While carrying out field study random samples would be selected from the entire beneficiary which would have proportional distribution of various categories of beneficiaries.
- Data Capturing Instrument (DCI) would be designed in consultation with HURL officials and the same would be used for collection of primary data from beneficiary stakeholders through structured interview, Focused Group Discussion (FGD) etc.
- The primary data obtained from the field study and the secondary data received from various sources would be compiled, analyzed.
- The Draft Report would be prepared and the same would be submitted to HURL for feedback, suggestion and review. Based on the necessary feedback, suggestion from HURL, the Final Report would be prepared and submitted to HURL.
- The impact of the community and not of the individual to be identified by the survey.
- The Methodology to be adopted in conducting the survey including the collection of data both qualitative and quantitative, area to be covered.
- Detail of the framework for impact assessment is presented in the figure below:

**PROPOSAL FOR IMPACT EVALUATION STUDY ON CER PROJECTS AT GORAKHPUR, SINDRI AND BARAUNI**

**4.1 Framework for Impact Assessment Study:**





**(a) Preparatory Phase:**

- Finalization of the target groups i.e. PRIs / beneficiaries/ Implementation Agencies/ other stakeholders in consultation with the HURL.
- Designing of Data Capturing Instrument (DCI)/ Questionnaire and finalization of the same in consultation with the HURL.
- Sensitization/ training to AGENCY study team about approach, data collection strategy, interview mode, videography, photography or any other documents related to the study etc. to be adopted during the field survey.

**(b) Data Collection Phase I:**

- Collection of secondary data from the HURL, State Government deptt. / Community Stakeholders, Implementing Agencies in connection with the projects (s) as per the designed DCI.
- Collection of all data by videography, photography or any other documents related to the study.

**(c) Data Collection Phase II:**

- Collection of the primary data from beneficiary (ies) on sample basis through field visit to Health Care Centers, beneficiary location Focused Group Discussion (FGD) etc. with beneficiary (ies) as per the designed DCI by the well trained, experienced AGENCY officials, experts who have relevant experience of conducting interviews.
- The contact details of the relevant stakeholders associated with the project (s) would be provided by HURL before commencement of the study.

**(d) Data Compilation, Analysis & Report Writing Phase III:**

- A dedicated team of Agencies would review, monitor and compile the data as received from various sources and during the field study.
- Interpretation of the data, representation into various graphical and pictorial form
- Preparation of the Draft Reports to be submitted to HURL.

**(e) Final Report Phase IV:**

- Presentation to HURL on the Draft Report and obtain comments on the same.
  - Incorporation of the comments on the Draft Report and Final Report preparation.
  - All data including videography, photography or any other documents related to the study must be submitted along with the final report.
-



## 5.0 SAMPLING FRAMEWORK:

Stratified random sampling technique would be adopted for identification of samples from the beneficiaries. This table below presents an overview of various impact evaluation projects, highlighting the key stakeholders involved and the corresponding number of beneficiaries reached in each case. This sample framework is for reference purpose only and agency is required to submit their sample framework at the Preparatory Phase for approval of concerned EIC of HURL.

| SI No | Project Name                                                                                            | Sample                                                                                    | Beneficiaries/Samples |
|-------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------|
| 1     | Installation of Oxygen Plant                                                                            | Government & Health Authorities, District health department/ CHC, Hospital Administration |                       |
|       |                                                                                                         | Implementation Agency, Technical & Infrastructure Stakeholders                            | 1 (each)              |
|       |                                                                                                         | Patients/Families welfare committees                                                      | 20 (each)             |
|       |                                                                                                         | Health Service Provider & Beneficiaries                                                   | 1(each) & 20 (each)   |
|       |                                                                                                         | Local Panchayat                                                                           | 1(each)               |
|       |                                                                                                         | SHG/NGOs (If involved)                                                                    | 1(each)               |
| 2.    | Development of Ramgarh Taal-Facelift and Placemaking, Gorakhpur                                         | Gorakhpur Development Authority                                                           | 1                     |
|       |                                                                                                         | Gorakhpur Nagar Nigam (Municipal Corporation)                                             | 1                     |
|       |                                                                                                         | Department of Tourism, Government of Uttar Pradesh                                        | 1                     |
|       |                                                                                                         | Local SHGs, Vendors & Artisan                                                             | 2                     |
|       |                                                                                                         | Resident Welfare Associations (RWAs) & Local Citizens                                     | 1                     |
|       |                                                                                                         | Beneficiaries                                                                             | 20                    |
| 3.    | Creation of Health Infrastructure Pediatric Intensive Care Unit- PICU at 16 CHC's in Gorakhpur district | District Health Department & Government Agencies                                          | 1                     |
|       |                                                                                                         | Healthcare providers such as doctors, nurses, pediatric specialist                        | 16                    |
|       |                                                                                                         | Community Health Care (CHC)                                                               | 16                    |
|       |                                                                                                         | Community Stakeholders like Local panchayats, parents/caregivers of the children          | 16                    |
|       |                                                                                                         | Beneficiaries per CHC                                                                     | 20                    |
| 4.    | Anganwadi Kendra (AWK)                                                                                  | Government & Administrative Bodies                                                        | 1                     |
|       |                                                                                                         | Photographic Evidence                                                                     | 1                     |
|       |                                                                                                         | Construction Material samples                                                             | 100                   |
|       |                                                                                                         | Blueprints and layout plans                                                               | 1(each)               |
|       |                                                                                                         | Safety Compliance Certificate                                                             | 1(each)               |
|       |                                                                                                         | Renovation Certificate, Utilization Certificate & Inspection Checklist                    | 1                     |



**PROPOSAL FOR IMPACT EVALUATION STUDY ON CER PROJECTS AT GORAKHPUR, SINDRI AND BARAUNI**

| SI No | Project Name                                               | Sample                                     | Beneficiaries/Samples |
|-------|------------------------------------------------------------|--------------------------------------------|-----------------------|
|       |                                                            | Focused Group Discussion (FGD)             | 1                     |
|       |                                                            | Development Partners and NGOs if involved  | 1                     |
| 5.    | Supply of Drinking Water System (For FY 2022-23 & 2023-24) | PHE/ Government Departments & Institutions | 1                     |
|       |                                                            | Technical & Operational Stakeholders       | 1                     |
|       |                                                            | Implementation agency                      | 1                     |
|       |                                                            | Focused Group Discussion (FGD)             | 1                     |
|       |                                                            | Households/ Beneficiaries                  | 20                    |



## 6.0 PROJECT OVERVIEW AND METHODOLOGICAL FRAMEWORK:

All the projects would be evaluated, and scoring would be done based on Evaluation Matrix parameters/ criteria which include **Relevance, Coherence, Effectiveness, Efficiency, Impact and Sustainability**. Sub-indicators/ Sub-parameters would be assigned against each of the criteria from data source (i.e. primary and/or secondary etc.) soliciting through appropriate response/ questionnaire.

This table presents a comprehensive overview of all projects. It highlights essential information including the project name, key evaluation variables or parameters, the methodology used, the main stakeholders involved, and the secondary sources of data.

| Sl. No. | Project Name                 | Variables/ Parameters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Methodology                                                                                                                                                                                                                                                                                                                                                                           | Stakeholders                                                                                                                                                                                                                                                                                                               | Data Source                                                                                                                                                                                                                                                                           |
|---------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Installation of Oxygen Plant | <ul style="list-style-type: none"> <li>Number of Patients Treated with Oxygen Support (monthly/ annually) vis-à-vis before installation</li> <li>Reduction in Referral Cases to higher hospitals due to oxygen availability</li> <li>Response Time During Emergencies</li> <li>Decrease in Patient Mortality Related to Hypoxia or respiratory issues</li> <li>Average Oxygen Availability Time (before vs after installation)</li> <li>Number of Critical Cases Stabilized/ handled at CHC level.</li> <li>Community Satisfaction/ Feedback on improved care services</li> <li>Operational Efficiency of the Oxygen Plants</li> <li>Trained technical staff and Maintenance Readiness</li> <li>Reduction in monthly expenditure on oxygen procurement</li> <li>Patient and Staff Satisfaction</li> <li>Operational efficiency of the oxygen plant.</li> <li>Increased Availability of Medical Oxygen</li> <li>Reduced Dependency on External Oxygen Supply</li> </ul> | <ul style="list-style-type: none"> <li>Baseline and post installation assessment</li> <li>Primary data collection like, Facility Observation Checklist, Interviews with hospital staff, Feedback surveys, Technical Logs Review</li> <li>Secondary Data collection like Hospital Procurement Records, Maintenance Reports, Referral and Cas Sheets, District Health Report</li> </ul> | <ul style="list-style-type: none"> <li>District Health Department</li> <li>CHC Gorakhpur, Government &amp; Health Authorities (District Health Department, Dhanbad)</li> <li>Patient /Family members/ Beneficiaries</li> <li>Local Panchayat/ associated Villages</li> <li>Implementing agencies/ NGOs (If any)</li> </ul> | <ul style="list-style-type: none"> <li>Patient records, treatment logs.</li> <li>Referral register</li> <li>Emergency case sheets</li> <li>Mortality Records</li> <li>Logbook, plant operation logs.</li> <li>Admission/discharge register</li> <li>Feedback forms/surveys</li> </ul> |



**IMPACT EVALUATION STUDY ON CER PROJECTS AT GORAKHPUR, SINDRI AND BARAUNI**

|    |                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                          |
|----|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                        | <ul style="list-style-type: none"> <li>Improved Emergency and Critical Care Response</li> <li>Increase in Patient Treatment Capacity</li> <li>Operational Efficiency of the Oxygen Plants</li> </ul>                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                          |
| 2. | Development of Ramgarh Taal-Facelift and Placemaking, Gorakhpur                                        | <ul style="list-style-type: none"> <li>Increase in Tourist Footfall</li> <li>Improvement in Local Livelihoods/ Earning capacity</li> <li>Enhanced Public Infrastructure &amp; Accessibility</li> <li>Community Engagement &amp; Satisfaction</li> <li>Environmental Sustainability</li> <li>Cultural &amp; Recreational Activation (Number of events/ festivals held, spaces used for art, culture, or community gatherings)</li> </ul>             | <ul style="list-style-type: none"> <li>Primary data Collection (Visitor Surveys, Focus Group Discussions (FGDs), Interviews, Transect Walks &amp; Site Mapping, Waste &amp; Water Monitoring (On-ground)</li> <li>Secondary Data Collection (Tourism &amp; Visitor Statistics, Municipal Performance Records)</li> </ul> | <ul style="list-style-type: none"> <li>Gorakhpur Development Authority</li> <li>Gorakhpur Nagar Nigam (Municipal Corporation)</li> <li>Department of Tourism, Government of Uttar Pradesh</li> <li>Local SHGs, Vendors &amp; Artisan</li> <li>Resident Welfare Associations (RWAs) &amp; Local Citizens</li> </ul> | <ul style="list-style-type: none"> <li>Entry logs, footfall counters, surveys</li> <li>Vendor lists, SHG records, surveys</li> <li>Site visit, user feedback, ULB reports</li> <li>Other Stakeholders</li> </ul> <p>Field study, Nagar Nigam reports</p> |
| 3. | Creation of Health Infrastructure Pediatric Intensive Care Unit-PICU at 16 CHC's in Gorakhpur district | <ul style="list-style-type: none"> <li>Increase in Availability of Critical Care Beds</li> <li>Improvement in Pediatric Case Management.</li> <li>Reduction in Infant Mortality</li> <li>Shorter Response &amp; Treatment Time</li> <li>Increased Capacity of Health Staff</li> <li>Improved Equipment &amp; Infrastructure Readiness</li> <li>Community Access to Emergency Pediatric Care</li> <li>Patient Satisfaction &amp; Feedback</li> </ul> | <ul style="list-style-type: none"> <li>Primary data Collection (Visitor Surveys, Focus Group Discussions (FGDs), Interviews.</li> <li>Secondary Data Collection</li> </ul>                                                                                                                                               | <ul style="list-style-type: none"> <li>Health Department &amp; Government Agencies, CHCs</li> <li>Healthcare providers such as doctors, nurses, pediatric specialist</li> <li>Community Stakeholders like Local panchayats, parents/caregivers of the children's other stakeholders</li> </ul>                     | <ul style="list-style-type: none"> <li>CHC facility reports, Health Dept. Records</li> <li>CHC patient records, case sheets</li> </ul> <p>Feedback forms, exit interviews</p>                                                                            |
| 4. | Anganwadi Kendra (AWK)                                                                                 | <ul style="list-style-type: none"> <li>Improved Nutritional Status of Children (0–6 years)</li> <li>Regular Health Check-ups</li> <li>Pre-school Education attendance and Learning outcomes</li> <li>Maternal Health &amp; Nutrition Awareness</li> <li>Community Participation and Awareness Availability and Quality</li> </ul>                                                                                                                   | <ul style="list-style-type: none"> <li>Primary data Collection (Beneficiary Surveys, Focus Group Discussions (FGDs), Interviews.</li> <li>Secondary Data Collection</li> </ul>                                                                                                                                           | <ul style="list-style-type: none"> <li>Government &amp; Administrative Bodies, Woman &amp; Child Development Dept. at District/ Block/ Village level</li> <li>Health &amp; Nutrition Service Providers</li> <li>Anganwadi Workers/</li> </ul>                                                                      | <ul style="list-style-type: none"> <li>Growth monitoring charts, ICDS MIS</li> <li>Health cards, PHC Reports</li> <li>AWK attendance register</li> <li>Event Reports, AWK records</li> <li>Facility Audit Checklist</li> </ul>                           |



**IMPACT EVALUATION STUDY ON CER PROJECTS AT GORAKHPUR, SINDRI AND BARAUNI**

|    |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                            |
|----|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                            | <ul style="list-style-type: none"> <li>of Services like % of AWKs with functional infrastructure, clean toilets, safe drinking water, and adequate supplies (ration, medicines, toys)</li> <li>Timely Distribution of Supplementary Nutrition (SNP)</li> </ul>                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>Supervisors</li> <li>Beneficiaries and Communities (Parents of Children 0-6 Years, pregnant and lactating women)</li> <li>Local Governance &amp; Institutions</li> <li>Development Partners and NGOs (if any)</li> </ul> |                                                                                                                                                                                                                                                                                                                                                            |
| 5. | Supply of Drinking Water System (For FY 2022-23 & 2023-24) | <ul style="list-style-type: none"> <li>Coverage of Households with Functional Tap Connections</li> <li>Daily Quantity of Water Supplied per Capita</li> <li>Water Quality Compliance</li> <li>Functionality of Water Supply Infrastructure</li> <li>Failure time/ occasions in tapped water supply</li> <li>Reduction in Water-Borne Diseases</li> <li>User Satisfaction</li> <li>Time saved in water collection</li> <li>Sustainability &amp; Community Participation</li> </ul> | <ul style="list-style-type: none"> <li>Primary Data collection (field visits, surveys, interviews, stakeholders' interaction)</li> <li>Secondary Data collection (Financial Records, Monitoring Reports, Infrastructure Details, Baseline Coverage Data)</li> </ul> | <ul style="list-style-type: none"> <li>Government Departments &amp; Institutions</li> <li>RWSS/ PHED departments</li> <li>Community level arrangements</li> <li>Technical &amp; Operational Stakeholders</li> <li>Community-Level Stakeholders</li> </ul>       | <ul style="list-style-type: none"> <li>Jal Jeevan Mission dashboard, PHED records</li> <li>Supply records, tank readings</li> <li>RWSS/ PHED departments</li> <li>Water testing lab reports, PHED quality logs</li> <li>Field inspections, maintenance reports</li> <li>Household surveys, FGDs</li> <li>Household interviews, time-use surveys</li> </ul> |



## EOI- Empanelment of Agencies to Conduct Impact Assessment of CER/CSR Projects

### 7.0 Validity of Empanelment:

The empanelment will be valid for 7 years from the date of Issuance of the Letter of empanelment.

### Process of Empanelment:

| Stage | Process                                                                                                         |
|-------|-----------------------------------------------------------------------------------------------------------------|
| 1     | The Agency to participate in the Expression of Interest (Eoi) and must meet the prescribed eligibility criteria |
| 2     | The Agencies meeting the Eligibility Criteria will be issued Letter of Empanelment                              |

### Pre-Qualifying Criteria (PQC):

Following are the qualifying requirements/ Pre-qualification criteria (PQC) for the subject package:

| Sr. No | Conditions                                                                                                                                                                                                                       | Documents required (To be submitted along with technical bid)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The Agency should be Govt./ Semi govt. organizations, PSUs, Govt./ Semi govt. reputed Institutions and Govt./ Semi govt. Academic Organizations/NGO/ Section 8 / Limited company.                                                | <p>i) Certificate of registration incorporation/ or any other valid document to establish that the agency is a Govt./ Semi govt. organization, PSUs, Govt./ Semi govt. Academic Organizations</p> <p>ii) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship duly notarized (Latest) to be submitted</p> <p>iii) For partnership firms –Affidavit duly notarized, confirming the current status of the firm along with names of the partners or copy of partnership deed duly notarized to be submitted</p> <p>iv) For NGO/Section-8- Notarized Copy of the valid Registration certificate along with the details of the Board Members/ Members.</p> <p>v) For limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be submitted.</p> |
| 2      | The bidder should have completed the Impact assessment of Single Project with similar nature of work/Projects as mentioned below having Value not less than ₹22.40 crores (Excluding GST) during last 7 years ending last day of | Copies of Work Orders/ Contract agreements along with completion certificate from client certifying that the applicant has the completed the impact assessment of Similar Project and its value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



# EOI- Empanelment of Agencies to Conduct Impact Assessment of CER/CSR Projects

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>month previous to the one in which applications are invited.</p> <p><b>Similar Project works are defined as follows:</b> Any completed Project / activity falling under the schedule VII, Section 135 of Companies Act, 2013. Current listed CER activities are covered under following clauses as mentioned below: -</p> <p><b>Clause I:</b> - Eradicating hunger, poverty, and malnutrition, ["promoting health care including preventive health care" and sanitation [including contribution to the Swachh Bharat Kosh set-up by the Central Government for the promotion of sanitation] and making available safe drinking water.</p> <p><b>Clause IV:</b> - Ensuring environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agroforestry, conservation of natural resources and maintaining of quality of soil, air, and water [including contribution to the Clean Ganga Fund set-up by the Central Government for rejuvenation of river Ganga].</p> <p><b>Clause X :-</b> Rural development projects. As defined in Activities in Schedule - VII of Indicative list of CSR projects/ programs/ activities.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3 | <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>-</p> <p>A. Three similar completed work order each costing not less than the amount of ₹ 3.20 lakhs</p> <p>Or</p> <p>B. Two similar completed work order each costing not less than the amount of ₹4.00 lakhs.</p> <p>Or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Copies of Work Orders/ Contract agreements along with completion certificate from Practicing Chartered Accountants / statutory auditor with membership No. of Signatory and Firm along with UDIN/ client certifying that the applicant has the required experience and the following details to be clearly mentioned in the Work Order/PO/rate contract/ agreement:</p> <p>i) Work order/PO/rate contract/ agreement with number, date and value</p> <p>ii) Name of the client,</p> <p>iii) Period of contract</p> <p>iv) Executed Value under the PO/WO.</p> <p>v) Scope of work mentioning evaluation/</p> |



EOI- Empanelment of Agencies to Conduct Impact Assessment of CER/CSR Projects

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>C. One similar completed work order costing not less than the amount of ₹ 6.40 lakhs.</p> <p><b>Note: (i) The value of similar work executed is excl. Taxes.</b><br/><b>(ii) Similar works are defined as follows:</b> Any assessment / study / work undertaken to assess the need or feasibility of a development project or any assessment /study undertaken to assess the impact/outcome of a completed project / activity, the scope of which broadly falls under the schedule VII under section 135 of Companies Act, 2013 under clause I, IV, X as mentioned in PQC point 2.</p> | <p>impact assessment/ certification of CER related work.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4. | <p>Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March-2024 should be at least ₹ 2,40,000/-</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Audited Balance Sheet / Profit &amp; Loss Account for the three preceding financial years i.e. <b>2021-22, 2022-2023 and 2023-2024</b></p> <ol style="list-style-type: none"><li>1. In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual turnover for the three preceding financial years i.e. 2021-22, 2022-2023 and 2023-2024.</li><li>2. In case above are not available, then audited Balance Sheet / Profit &amp; Loss Account for the three consecutive financial years preceding the last financial year i.e. 2020-21, 2021-22 and 2022-2023 along with Annexure 8 &amp; 9.</li><li>3. In case above are not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual turnover for the three consecutive</li></ol> |



## EOI- Empanelment of Agencies to Conduct Impact Assessment of CER/CSR Projects

|  |  |                                                                                                                  |
|--|--|------------------------------------------------------------------------------------------------------------------|
|  |  | financial years preceding the last financial year i.e. 2020-21, 2021-22 and 2022-2023 along with Annexure 8 & 9. |
|--|--|------------------------------------------------------------------------------------------------------------------|

### a) Methodology for award of work:

- i. Upon empanelment, financial bids shall be invited (as and when required by HURL) for the impact assessment study from the empaneled agencies as per HURLs procurement policy.
- ii. All empaneled agencies shall be eligible to participate in the bidding process for impact assessment. However, an agency can be considered for award in maximum 05 (Five) projects at a time and award for subsequent bids can be considered only after completion of studies awarded earlier by HURL.
- iii. The work will be awarded to the L1 bidder. In case of tie in L-1 price, the bidder with higher Turnover shall be considered for award.

- b) Agencies desired to get empaneled with HURL in terms of the EoI shall submit the application in the prescribed form with all supporting documents on or before due date for submission of EoI.

### 8.0 TEAM COMPOSITION:

- 8.1 The Agency's and/ or subject experts, field investigators would be part of the study team.
- 8.2 HURL at its sole discretion may appoint its representative/s for study team.
- 8.3 The agency should arrange the entire survey process carefully and avoid unpleasant situation with anyone there in the project and nearby. HURL not be involved in any such incidents.
- 8.4 The agency shall adopt all environmental measures and strictly abide by all rules and regulations of local pollution control board, during execution of work.

### 9.0 PROJECT TIMELINE & SCHEDULE:

- 9.1 The total duration of the project is 6 months.
- 9.2 Agency will start the study in 2 weeks' time after receipt of the work order. This period will be utilized for planning, resource mobilization and all preparatory activities for the project.
- 9.3 The Field Study would be completed in 3.5 months from the starting of the project and the Draft Report will be submitted in 1 months after completion of field study.
- 9.4 Based on the feedback/ comments on the Draft Report received from HURL, the presentation is required to be given by the Agency in about 01 week. Final Report will be submitted incorporating necessary changes in 2 weeks after receiving comments on the Draft Report / Presentation.



## EOI- Empanelment of Agencies to Conduct Impact Assessment of CER/CSR Projects

- 9.5 Any clarifications or queries on the report shall be made within three months after the submission of the Final Report.

### 10.0 DELIVERABLES:

- 10.1 **CER Impact Report:** A report that assesses the environmental and social impacts of CER projects/ initiatives. It includes data analysis, back up data, findings, and recommendations for future interventions.
- 10.2 Agency will submit **3 copies** of the **Draft Report** within 1-2 months from the completion of Field study.
- 10.3 Thereafter, **3 copies** of the **Final Report** will be submitted after considering the views of the management on the Draft Report.
- 10.4 All data including videography, photography or any other documents related to the study must be submitted along with the final report.

- 11.0 **PAYMENT SCHEDULE:** Payment shall be made in a phased manner within 30 days from date of completion of milestone on submission of Invoice along with necessary supporting etc.

- 11.1 **Twenty percent (20%)** of the quoted amount is payable after **completion of field Study and submission of primary survey Data.**
- 11.2 **Thirty percent (30%)** of the quoted amount is payable after the time of **submission of Draft Report, compilation and analysis.**
- 11.3 Final **Fifty percent (50%)** of the quoted amount is payable after the time of submission of the entire survey and submission of **Final Report reviewed by IDC committee and further by MD.** Final report to satisfaction of the MD decides to release the payment to the agency.
- 11.4 GST as per Government of India rules shall be payable by HURL on the above-mentioned installment.

### 12.0 GENERAL TERMS AND CONDITIONS:

- 12.1 Guest House accommodation at HURL in all 03 units, subject to availability, will be provided on chargeable basis for both food and stay. Two days prior intimation may be provided to arrange for guest house accommodation. All types of travel to be borne by the agency only.
- 12.2 HURL would depute one Senior Officer as Nodal Officer/ Single Point of Contact for facilitating and supporting Consultancy team in terms of providing all data, facilitation and liasioning with stakeholders during field study for timely completion and availability of data/ information.
- 12.3 All endeavors shall be made to complete the study within the timeline stipulated in the proposal. For factors, beyond the control of the Agency, suitable extension in time may be granted on the request of Agency.

## EOI- Empanelment of Agencies to Conduct Impact Assessment of CER/CSR Projects

12.4 The raw data/ processed data/ findings will not be disclosed by Agency to any third party without prior approval from HURL.

**13.0 CONFIDENTIALITY:** Agency would adhere to the confidentiality of data and information received, collected and obtained during the course of the study and the same would be used for the purpose of study only.

.....



# **HINDUSTAN URVARAK & RASAYAN LIMITED**

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – IV**

### ***FORMS AND PROCEDURES (EoI)***



## INDEX

| Annexure | Description                                                                                                                                                                        |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | Agency Profile Form                                                                                                                                                                |
| 2        | Format for Electronics Payment                                                                                                                                                     |
| 3        | Tender Acceptance Letter & Letter of authorization to submit bid                                                                                                                   |
| 4        | No deviation Certificate                                                                                                                                                           |
| 5        | Certificate from CEO/MD/ Legally Authorized Signatory                                                                                                                              |
| 6        | Acceptance to Fraud Prevention Policy of HURL                                                                                                                                      |
| 7        | Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India) |
| 8        | Format for Certificate from CEO / CFO regarding non-availability of financial statement for last financial year                                                                    |
| 9        | Format for Certificate from CA regarding non-availability of financial statement for last financial year                                                                           |
| 10       | UNDERTAKING FOR NON-BLACKLISTING                                                                                                                                                   |
| 11       | Format for Work Execution Certificate                                                                                                                                              |
| 12       | Affidavit deposing compliance of Clause 5 of Notice Inviting Tender                                                                                                                |

**ANNEXURE-1**

**Agency Profile Form**  
**(To be Submitted on the Letter Head of Bidder)**

**EoI Ref. No.: HURL/HQ/CS623****DATED 17.10.2025**

| <b>SL No</b> | <b>Particulars</b>                                                                      | <b>Information</b> | <b>Documents Attached</b> |
|--------------|-----------------------------------------------------------------------------------------|--------------------|---------------------------|
| 1            | Name of Agency                                                                          |                    |                           |
| 2            | Legal Status of the Agency                                                              |                    |                           |
| 3            | Registration Details of Agency                                                          |                    |                           |
| 4            | Incorporation or Commencement of Business/<br>Other Statutory Registrations etc.)       |                    |                           |
| 5            | Date of Incorporation/ Registration                                                     |                    |                           |
| 6            | PAN Number                                                                              |                    |                           |
| 7            | UDYAM Number                                                                            |                    |                           |
| 8            | GST Number                                                                              |                    |                           |
| 9            | GeM (Government e-Marketplace) Registration, if Available                               |                    |                           |
| 10           | Registered/ Corporate office Address of Applicant                                       |                    |                           |
| 11           | Names and Designations of the persons authorized for single point interaction with HURL |                    |                           |
| 12           | Mobile Numbers of Contact persons                                                       |                    |                           |
| 13           | E-mail of Contact persons                                                               |                    |                           |

Thanking you,

Date:

Place:

Yours faithfully,

(authorised signatory Name).

(Designation)

**ANNEXURE - 2**

**Format For Electronics Payment**  
**(To be given on Company Letter Head)**

**Eol Ref. No.: HURL/HQ/CS623****DATED 17.10.2025**

Bidders are required to submit the following details on the company's letter head for online transfer of amount to their account:

|      |                                                                                            |  |
|------|--------------------------------------------------------------------------------------------|--|
| 1.   | Contractor Name / Company Name                                                             |  |
|      | Address:                                                                                   |  |
|      | Phone No.                                                                                  |  |
|      | E-mail ID                                                                                  |  |
| 2. a | Name of the Bank                                                                           |  |
| b.   | Address of the Branch                                                                      |  |
| c.   | Telephone No.                                                                              |  |
| d.   | 9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank |  |
| e.   | 11 Digit NEFT/IFSC Code of the Bank Branch                                                 |  |
| f.   | Account Type (SB/CC/CA)                                                                    |  |
| g.   | Bank Account No. (as appearing on the Cheque)                                              |  |
| h.   | Permanent Account Number (PAN) Under Income Tax Act.                                       |  |
| I    | GST Registration Number                                                                    |  |
| j.   | Name of Authorized Signatory                                                               |  |
| k.   | Contact Person Name                                                                        |  |

We hereby declare that the particulars given above are correct and complete.

Authorized signatory of the bidder

Name:

Designation:

Date:

**Note: Copy of cancelled cheque to be enclosed.**



Annexure-3

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Eol Ref. No.: HURL/HQ/CS623**

**DATED 17.10.2025**

**Sub: Acceptance of Terms & Conditions of Eol.**

Dear Sir,

1. I/ We have downloaded / obtained the Eol document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. 01 to 55** (including all documents like annexure(s), schedule(s) etc.), which form part of the Empanelment/contract agreement and I / we shall abide hereby by the terms/ conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,  
(Signature)

Date:

Place:

Name & Designation .....

Name of the Company .....

(Seal of Company) .....



**ANNEXURE - 4**

**DECLARATION FOR “NO DEVIATION”**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorized Signatory)**

1. With reference to HURL's **EoI No.: HURL/HQ/CS623 DATED 17.10.2025** for **“EMPANELMENT OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES of HURL FOR A PERIOD OF SEVEN (07) YEARS”**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,  
(Signature)

Date: Name & Designation .....

Place: Name of the Company .....

(Seal of Company) .....



Annexure-5

**PROFORMA OF CERTIFICATE**

**(TO BE SUBMITTED BY CEO/MD/ LEGALLY AUTHORISED SIGNATORY OF THE BIDDING  
COMPANY ON COMPANY'S LETTER HEAD)**

**EoI Ref. No.: HURL/HQ/CS623**

**DATED 17.10.2025**

To,  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9th Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Dear Sir,

I, Mr.....(CEO of the Company / MD of the Company / Proprietor of  
the Firm / Authorized Signatory), hereby certify that the data and documents furnished by  
M/s ..... against the Expression of Interest are true and correct  
including the contents thereof.

I further, confirm that if at any point of time the declarations given in bid are found to be  
incorrect, HURL shall have the full right to terminate the contract and take any action as per  
provisions of contract including forfeiture of EMD/Security Deposit.

Yours faithfully,  
(Signature)

Date Name & Designation.....  
Place Name of the Company.....  
(Seal of Company) .....



**(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

**EoI Ref. No.: HURL/HQ/CS623**

**DATED 17.10.2025**

To,  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9th Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub: Form of Acceptance of Fraud Prevention Policy of HURL

We have read the contents of the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and undertake that we shall strictly abide by the provisions of the said Fraud Prevention Policy of HURL.

-----  
Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....



**Annexure-7**

**Certificate for Tenders for Works Involving Possibility of Sub-Contracting & Local Content**

**(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING COMPANY ON BIDDERS**

**LETTER HEAD)**

**EoI Ref. No.: HURL/HQ/CS623**

**DATED. 17.10.2025**

To,

General Manager (C&M)/ Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9<sup>th</sup> Floor, SCOPE Minar  
Laxmi Nagar, District Centre  
New Delhi, PIN – 110092  
Land Line: 011-2250 2267/ 2268

Dear Sir,

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 as per the guidelines dated 23.07.2020 & 24.07.2020 issued by Department of Expenditure (DOE), Ministry of Finance; We hereby certify that we/our collaborator/ JV partner/ Consortium member/ Assignee is not from such a country and are eligible to be considered. We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all the requirements in this regard.

Further, we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we confirm that we are a 'Class-I local supplier'. Also, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

Yours faithfully,  
(Signature)

Date:

Place:

Name & Designation.....

Name of the Company.....

(Seal of Company) .....

Note: Bidders not furnishing this aforesaid declaration shall be considered to be from such Countries.



ANNEXURE-8

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY IN ACCORDANCE  
WITH FINANCIAL REQUIREMENT CRITERIA IN CASES WHERE AUDITED RESULTS FOR THE  
LAST FINANCIAL YEAR AS ON THE DATE OF TECHNO-COMMERCIAL BID OPENING ARE NOT  
AVAILABLE.**

**(To be submitted by the Bidder along with the Techno-Commercial Bid with QR DOCUMENTS  
ON COMPANY LETTER HEAD)**

**EoI Ref. No.: HURL/HQ/CS623**

**DATED 17.10.2025**

To,  
M/s. Hindustan Urvarak & Rasayan Limited  
9th Floor, Core-4, SCOPE Minar  
Laxmi Nagar District Centre,  
Delhi-110092

Dear Sir / Madam;

Sub: Certificate regarding non-availability of financial statement for last financial year

I Mr./Ms ..... (\*CEO/\*CFO of the Company), confirm and undertake that the financial results of the company for the last financial year are under audit as on the date of Techno-Commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s.

..... (Name of the Bidder) for the  
**“EMPANELMENT OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES  
of HURL FOR A PERIOD OF SEVEN (07) YEARS” under EoI Reference No. HURL/HQ/CS623  
DATED 17.10.2025.**

Yours faithfully,  
(Signature)

Date:  
Place:

Name & Designation.....  
Name of the Company.....  
(Seal of Company) .....



**PROFORMA OF CERTIFICATE FROM THE CA IN ACCORDANCE WITH FINANCIAL  
REQUIREMENT CRITERIA IN CASES WHERE AUDITED RESULTS FOR THE LAST FINANCIAL  
YEAR AS ON THE DATE OF TECHNO-COMMERCIAL BID OPENING ARE NOT AVAILABLE.**

(To be issued by CA (on letter head of CA) and submitted along with the Techno-Commercial  
Bid with QR Documents)

**Ref. No.: HURL/HQ/CS623**

**Date: 17.10.2025**

To,  
M/s. Hindustan Urvarak & Rasayan Limited  
9th Floor, Core-4, SCOPE Minar  
Laxmi Nagar District Centre,  
Delhi-110092

Dear Sir / Madam;

Sub: Certificate regarding non-availability of financial statement for last financial year.

We .....(name of CA Firm), confirm and certify that the financial results of the ..... (name of the bidder) for the last financial year are under audit as on the date of Techno-Commercial bid opening and the financial parameters for the last financial year is not available.

Date:  
Place:

**UDIN:**

Yours faithfully,  
Signature -----  
Name & Designation -----  
Name of the CA .....  
(Seal of the CA)

**FRN:**



**UNDERTAKING FOR NON-BLACKLISTING**

**(To be submitted by the Bidder along with the Techno-Commercial Bid on COMPANY LETTER HEAD)**

**EoI Ref. No.: HURL/HQ/CS623**

**DATED 17.10.2025**

To,  
M/s. Hindustan Urvarak & Rasayan Limited  
9th Floor, Core-4, SCOPE Minar  
Laxmi Nagar District Centre,  
Delhi-110092

I Mr./Ms..... , Authorized signatory, hereby confirm and certify We do hereby undertake that we have not been blacklisted by any Central / State Government/any other department or public sector undertaking or any regulatory institution nor have been declared ineligible for corrupt or fraudulent practices.

Yours faithfully,

Date:

Signature.....

Place:

Name & Designation-----

Name of the Company-----  
(Seal of the Company)

**ANNEXURE 11****WORK EXECUTION CERTIFICATE**

(To be issued by Chartered Accountants /Statutory Auditors / Client **(on letter head of Chartered Accountants /Statutory Auditors / Client)** and submitted along with the copies of **Purchase Order / Work Order / LOA**)

We,..... (Name of Chartered Accountants / Statutory Auditors / Client),  
confirm and certify that the ..... (Name of the bidder) has executed  
works as per details given below:

| Sr.<br>No. | Name of<br>Client<br>(Name and<br>Address) | LOA /<br>Work<br>Order/<br>Purchase<br>Order no.<br>and date | Award<br>Value of<br>LOA / Work<br>Order /<br>Purchase<br>Order (Rs.) | Nature<br>of<br>Work /<br>Service | Value of<br>work<br>executed<br>(INR) | Period of<br>execution                        | Financial Year<br>wise Breakup of<br>executed work<br>(Excl. GST) |                                 |
|------------|--------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------|---------------------------------------|-----------------------------------------------|-------------------------------------------------------------------|---------------------------------|
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               | FY                                                                | Amount<br>(INR)-<br>(Excl. GST) |
| 1          |                                            |                                                              |                                                                       |                                   | Rs. _____                             | From....(date)<br>..... to<br>.....(date).... |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |
| 2          |                                            |                                                              |                                                                       |                                   | Rs. _____                             | From....(date)<br>..... to<br>.....(date).... |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |
|            |                                            |                                                              |                                                                       |                                   |                                       |                                               |                                                                   |                                 |

Yours faithfully,

Signature.....

Name & Designation.....

Name of the CA/Statutory Auditors/Client-----

Seal of the CA/Statutory Auditors/Client-----

**Note: In case of execution certificate is being issued by CA, UDIN number and membership number of the CA firm should be mentioned.**



## **ANNEXURE 12**

### **Affidavit deposing compliance of Clause 5 of EoI**

I, \_\_\_\_\_, son of Shri \_\_\_\_\_ aged about \_\_\_\_\_ years residing at \_\_\_\_\_, do solemnly affirm and say as follows:

1. I am the \_\_\_\_\_ of the Applicant / Participant / Bidding Company / Partnership / Proprietorship having its registered office at \_\_\_\_\_. I am fully conversant with the Tender Terms and Conditions and am competent to depose the present Affidavit.
2. I hereby undertake that I have read and understood the contents and intent of Clause 5 of EoI, Section-I and further state that I am in compliance of the same. I have no business relationship with any other bidder for the subject Tender.
3. I further undertake that in case any deposition in the present Affidavit is found to be false on any given day, the Tendering Authority (HURL) shall be at liberty to act in terms of the EoI Terms & Conditions by canceling the bid forthwith and taking any further suitable action, and in that regard, I shall have no claim or dispute against HURL.
4. That this Affidavit is bona fide and nothing material has been concealed there from.

Solemnly affirmed at \_\_\_\_\_ on \_\_\_\_\_, 202

**DEPONENT**

### **VERIFICATION**

Verified at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ that the contents of the above affidavit are true and correct to my knowledge and information therein is derived from the records of the Applicant Companies and no material fact has been concealed.

**DEPONENT**



**Basic Details**

|                                      |                                                        |                                       |     |
|--------------------------------------|--------------------------------------------------------|---------------------------------------|-----|
| Organisation Chain                   | Hindustan Urvarak and Rasayan Limited  HQ-Delhi - HURL |                                       |     |
| Tender Reference Number              | HURL/HQ/CS623                                          |                                       |     |
| Tender ID                            | 2025_HURL_882035_1                                     | Withdrawal Allowed                    | Yes |
| Tender Type                          | Open Tender                                            | Form of contract                      | EOI |
| Tender Category                      | Services                                               | No. of Covers                         | 1   |
| General Technical Evaluation Allowed | No                                                     | ItemWise Technical Evaluation Allowed | No  |
| Payment Mode                         | Not Applicable                                         | Is Multi Currency Allowed For BOQ     | No  |
| Is Multi Currency Allowed For Fee    | No                                                     | Allow Two Stage Bidding               | No  |

**Cover Details, No. Of Covers - 1**

| Cover No | Cover                         | Document Type | Description                                                                                          |
|----------|-------------------------------|---------------|------------------------------------------------------------------------------------------------------|
| 1        | Fee/PreQual/Technical/Finance | .pdf          | Filled-in, Signed and Stamped copy of Annexure 1 to 7 of Forms and Procedures along with a copy of C |
|          |                               | .pdf          | Notarized copy of Filled-in, Signed and Stamped Annexure-12 of Forms and Procedures.                 |
|          |                               | .pdf          | Power of Attorney as per requirement mentioned in EoI.                                               |
|          |                               | .pdf          | Signed, Stamped and Scanned copy of GST, PAN, UDYAM, Firm Registration Certificate etc.              |
|          |                               | .pdf          | Documents as required in accordance with PQC i.e., Clause 6 of EoI.                                  |
|          |                               | .pdf          | Any other document asked for in the Tender document.                                                 |

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

|                              |      |                |     |
|------------------------------|------|----------------|-----|
| Tender Fee in ₹              | 0.00 |                |     |
| Fee Payable To               | Nil  | Fee Payable At | Nil |
| Tender Fee Exemption Allowed | No   |                |     |

**EMD Fee Details**

|                 |       |                       |     |
|-----------------|-------|-----------------------|-----|
| EMD Amount in ₹ | 0.00  | EMD Exemption Allowed | No  |
| EMD Fee Type    | fixed | EMD Percentage        | NA  |
| EMD Payable To  | Nil   | EMD Payable At        | Nil |

[Click to view modification history](#)

**Work /Item(s)**

|                                      |                                                                                                                     |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Title                                | EMPANELMENT OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES of HURL FOR A PERIOD OF SEVEN (07) YEARS |
| Work Description                     | EMPANELMENT OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES of HURL FOR A PERIOD OF SEVEN (07) YEARS |
| Pre Qualification Details            | AS PER EoI DOCUMENT                                                                                                 |
| Independent External Monitor/Remarks | NA                                                                                                                  |
| Show Tender Value in Public Domain   | No                                                                                                                  |

|                                |                     |                                  |                        |                              |                   |
|--------------------------------|---------------------|----------------------------------|------------------------|------------------------------|-------------------|
| <b>Tender Value in ₹</b>       | 0.00                | <b>Product Category</b>          | Miscellaneous Services | <b>Sub category</b>          | NA                |
| <b>Contract Type</b>           | Empanelment         | <b>Bid Validity(Days)</b>        | 90                     | <b>Period Of Work(Days)</b>  | 2556              |
| <b>Location</b>                | AS PER EoI DOCUMENT | <b>Pincode</b>                   | 110092                 | <b>Pre Bid Meeting Place</b> | NA                |
| <b>Pre Bid Meeting Address</b> | NA                  | <b>Pre Bid Meeting Date</b>      | NA                     | <b>Bid Opening Place</b>     | HURL HQ NEW DELHI |
| <b>Should Allow NDA Tender</b> | No                  | <b>Allow Preferential Bidder</b> | No                     |                              |                   |

### Critical Dates

|                                            |                      |                                          |                      |
|--------------------------------------------|----------------------|------------------------------------------|----------------------|
| <b>Publish Date</b>                        | 17-Oct-2025 12:30 PM | <b>Bid Opening Date</b>                  | 11-Nov-2025 03:00 PM |
| <b>Document Download / Sale Start Date</b> | 17-Oct-2025 12:30 PM | <b>Document Download / Sale End Date</b> | 10-Nov-2025 03:00 PM |
| <b>Clarification Start Date</b>            | 17-Oct-2025 12:30 PM | <b>Clarification End Date</b>            | 24-Oct-2025 03:00 PM |
| <b>Bid Submission Start Date</b>           | 24-Oct-2025 03:00 PM | <b>Bid Submission End Date</b>           | 10-Nov-2025 03:00 PM |

### Tender Documents

|                     |      |                    |                                                                                                                     |                                                                                                                     |                       |
|---------------------|------|--------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| NIT Document        | S.No | Document Name      | Description                                                                                                         | Document Size (in KB)                                                                                               |                       |
|                     | 1    | Tendernotice_1.pdf | EMPANELMENT OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES of HURL FOR A PERIOD OF SEVEN (07) YEARS | 1416.14                                                                                                             |                       |
| Work Item Documents | S.No | Document Type      | Document Name                                                                                                       | Description                                                                                                         | Document Size (in KB) |
|                     | 1    | Tender Documents   | EmpanelmentdocCS623.pdf                                                                                             | EMPANELMENT OF AGENCIES FOR IMPACT ASSESSMENT STUDY FOR CER/CSR ACTIVITIES of HURL FOR A PERIOD OF SEVEN (07) YEARS | 1400.52               |

### Auto Extension Corrigendum Properties for Tender

| Iteration | No. of bids required for bid opening a tender | Tender gets extended to No. of days |
|-----------|-----------------------------------------------|-------------------------------------|
| 1.        | 3                                             | 4                                   |
| 2.        | 3                                             | 3                                   |

### Bid Openers List

| S.No | Bid Opener Login Id         | Bid Opener Name  | Certificate Name |
|------|-----------------------------|------------------|------------------|
| 1.   | surajitmahindar@hurl.net.in | SURAJIT MAHINDAR | SURAJIT MAHINDAR |
| 2.   | shradhakumari@hurl.net.in   | SHRADHA KUMARI   | SHRADHA KUMARI   |
| 3.   | umangsinha@hurl.net.in      | Umang Sinha      | UMANG SINHA      |

### GeMARPTS Details

|                                                   |                                  |
|---------------------------------------------------|----------------------------------|
| <b>Reason for non availability of GeMARPTS ID</b> | Urgent nature of Procurement     |
| <b>Remarks</b>                                    | Empanelment not available on GeM |
| <b>Document Name</b>                              | GeMNAReport.pdf                  |
| <b>Document Size (in KB)</b>                      | 50.86                            |

### Tender Properties

|                                        |     |                                                       |                       |
|----------------------------------------|-----|-------------------------------------------------------|-----------------------|
| <b>Auto Tendering Process allowed</b>  | No  | <b>Show Technical bid status</b>                      | Yes                   |
| <b>Show Finance bid status</b>         | Yes | <b>Stage to disclose Bid Details in Public Domain</b> | Technical Bid Opening |
| <b>BoQ Comparative Chart model</b>     | NIL | <b>BoQ Compartive chart decimal places</b>            | 2                     |
| <b>BoQ Comparative Chart Rank Type</b> | NIL | <b>Form Based BoQ</b>                                 | No                    |

**TIA Undertaking**

| S.No | Undertaking to Order               | Tender complying with Order | Reason for non compliance of Order |
|------|------------------------------------|-----------------------------|------------------------------------|
| 1    | <a href="#">PPP-MII Order 2017</a> | Agree                       |                                    |
| 2    | <a href="#">MSEs Order 2012</a>    | Agree                       |                                    |

**Tender Inviting Authority**

|                |                   |
|----------------|-------------------|
| <b>Name</b>    | SHRADHA KUMARI    |
| <b>Address</b> | HURL HQ NEW DELHI |

**Tender Creator Details**

|                     |                      |
|---------------------|----------------------|
| <b>Created By</b>   | SHRADHA KUMARI       |
| <b>Designation</b>  | MANAGER              |
| <b>Created Date</b> | 17-Oct-2025 11:29 AM |