



Expression of interest (EOI)

Ref NO.: BCPL/CSR/Empanelment Agency/2025/01

Date:05.03.2025

**To
Prospective Agency**

Last Date of Submission of EOI: 19.03.2025 Time : 2.30 PM

Opening Date of EOI : 20.03.2025 Time : 3.30 pm

SUB.: EOI FOR EMPANELMENT OF AGENCIES/PARTNERS FOR IMPLEMENTATION OF BCPL CSR PROJECTS.

Dear Sir,

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your credential under Single bid system for “EMPANELMENT OF AGENCIES FOR IMPLEMENTATION OF BCPL CSR PROJECTS” with enclosed tender document:

1. You are requested to provide documents / credential as per BEC mentioned in Annexure-I.
2. All documents to be submitted in NIC portal on or before 19.03.2025 time : 2.30 pm .
3. The Agency has to comply all terms & conditions mentioned in EOI , Bidder’s Eligible Criteria (i.e. Annexure-I), Special condition of contract (i.e. Annexure-II), General Condition of Contract (GCC, Annexure III).
4. **All pages of the EOI should be duly signed and as a token of acceptance of each terms and conditions.**
5. **GST NO:**
Bidder must have valid GST registration no. if applicable, and same should be indicated in the quotation or relevant document as applicable.
6. BCPL reserves the right to accept or reject any or all documents received at its absolute discretion without assigning any reason whatsoever.
7. **CONTACT DETAILS:**

Sh. Chandan Baruah Contact No. 9864019941 Email Id : Chandan.baruah@bcplindia.co.in CSR department BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA NEAR ADMIN GATE, P.O.- LEPETKATA, DIBRUGARH-786006, ASSAM

8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE.

Not Applicable

9. TERMS OF PAYMENT:

Refer SSC (Annexure-I).

10. JURISDICTION OF COURT

The Purchase order/Agreement shall be governed by and constructed according to the laws in force in India. The Bidder hereby submits to the jurisdiction of the courts situated at Dibrugarh (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Dibrugarh (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

11. ARBITRATION

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in Respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

12. FORCE MAJEURE

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the Bidder.

The Bidder shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order/Agreement and provisions governing termination shall apply.

For delays arising out of Force majeure, the Bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor Bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the Bidder or the OWNER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Bidder without being subject to price reduction for delayed deliveries, stated elsewhere.

13. Evaluation Methodology:

13.1. Bidder shall be empaneled only for those focus areas for which bidder has submitted PO /contract/ agreement copy along with completion certificate as mentioned above at sl no. 1.1.3 subject to compliance of clause no. 1.1.1, 1.1.2 or 1.1.4 & financial BEC as mentioned above at

sl no. 1.2. Based on documents submitted, bidders shall be empaneled for relevant focus area/ domains.

13.2. *Bidder shall be empaneled for a period of 3 years. During this period, BCPL-CSR execution team will ask for Project Implementation/PME (Project Monitoring and Evaluation) cost against each project through online mode. Empaneled bidder has to quote their Project Implementation/ PME (Project Monitoring and Evaluation) cost in %age (either +ve or -ve) maximum upto 10% of the project value.*

14. OTHER TERMS & CONDITION

Bidder has to provide following documents:

- i) Documentary proof for Registration of the Firm/Co. under Indian Company Act 1956/Indian Partnership Act 1932/The Indian Factories Act 1948/or any relevant Indian Laws, whichever is applicable. (For domestic companies only.)
- ii) Relevant documents pertaining to GST Registration Number, if applicable, Separate PF code no.,
- iii) Permanent Account No. (PAN) etc. as applicable. (For domestic companies only).
- iv) In case no response/regrets with specific reasons are received against 5 consecutive tender enquiries, it shall be presumed that the Bidder is no longer interested for business with GAIL BCPL and the empanelment of such Bidder is liable to be cancelled.
- v) During the empanelment process, the Bidder(s) shall be required to confirm whether they have been put on Holiday/ Blacklist/Banned in other Govt. Organization/PSU including GAIL. Such Bidder(s) shall not be considered for empanelment. In case a Bidder is put on Holiday/ Banning List of BCPL/ GAIL as per procedure for performance evaluation, the empanelment of such Bidder shall be automatically revoked / cancelled. Bidder has to provide a self declaration on their letter head stating as under:

Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas.

Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.

Yours truly,

For & on Behalf of

M/s Brahmaputra Cracker and Polymer Limited

(Chandan Baruah)

DGM (CSR)

E-Mail : chandan.baruah@bcplindia.co.in

ENCLOSURES:

- ANNEXURE-I : BEC (Bidder eligible criteria)
ANNEXURE-II : Special condition of contract
ANNEXURE-III : GENERAL PURCHASE CONDITIONS

Annexure – I

- 1.1.1. Bidder must have possessed a valid CSR-1 registration certificate on the date of bid due date.
1.1.2. *The bidder must have executed & completed at least one (01) similar nature of order/contract/ job of value not less than Rs 150 lakh each in any Central/ State Government Department/Public Sector Undertaking/ other corporates in preceding Seven years to be reckoned from the due date of bid opening.*

Or

The bidder must have executed & completed at least two (02) similar nature of order/contract/ job of value not less than Rs 94 lakh each in any Central/ State Government Department/Public Sector Undertaking/ other corporates in preceding Seven years to be reckoned from the due date of bid opening.

Or

The bidder must have executed & completed at least three (03) similar nature of order/contract/ job of value not less than Rs 75.2 lakh each in any Central/ State Government Department/Public Sector Undertaking/other corporates in preceding Seven years to be reckoned from the due date of bid opening.

- a) Definition of “similar nature of work”: CSR project in following domains:

Health & Nutrition

or/and

Promotion of Education

or/and

Rural Infrastructure Development

or/and

Swacchhta & Sanitisation

or/and

Skill development & sustainability

or/and

Promotion of sports

- 1.1.3. Bidders meeting the BEC criteria shall also require to submit documents in line with clause no.1.3 for specific focus areas. Accordingly, bidders having required experience pertaining to the specific focus areas shall be empaneled for allocation of CSR projects of those specific focus areas.

- 1.1.4. *In case of running contract/MOU/agreement for ‘the job’ as mentioned at sl. no. 1.1.2 above, the contract VALUE executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed VALUE mentioned above at BEC clause no. 1.1.2, such experience will also be taken into consideration provided that the bidder has submitted*

satisfactory work execution certificate issued by the end user / owner / authorized consultant.

1.2. BEC- Financial:

1.2.1 TURN OVER / MINIMUM AVERAGE RECEIPT:

The bidder should have Average annual turnover/ Minimum Average receipt during financial year of Rs. 94 lakh as per the audited financial result (Balance sheet and profit & Loss/ Income & Expenditure account statement) in the preceding three (03) financial years (FY: 2023-24, 2022-23, 2021-2022).

1.2.2 NET WORTH:

Net Worth of the bidder should be positive as per the last audited financial statement i.e. FY: 2023-2024.

1.2.3 WORKING CAPITAL:

The bidder should have minimum working capital of value Rs 18.8 Lakh as per the last audited financial statement for the year i.e. the financial year 2023-2024.

Note 2:

- i) *If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format F-9 having net worth not less than Rs.100 crores, confirming the availability of line of credit for requisite amount as mentioned above at BEC clause no. 1.2.3 to meet the working capital (Format specified in tender document). Document issued on or before bid due date shall be considered for evaluation. Any F-9 received after bid due date shall not be considered for evaluation. Original F-9 has to be submitted by bidder within 7 days from the date of opening of un-price bid opening.*

- ii) **Relaxed Norms for Startups:**

Not applicable

1.3 Documents/Documentary Evidence required to be uploaded (submitted) in the NIC Portal by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	<i>Technical Experience Criteria – Document [All documents to be uploaded(submitted) must be <u>Certified/attested by Chartered Accountant/Chartered Engineer with legible stamp</u>]</i>	
1.	1.1.1	CSR-1 registration certificate	<i>Bidder has to submit a copy of valid CSR-1 registration certificate.</i>
2	1.1.2		<i>a) Bidder must submit/upload the Copy of Order/LOA/MOU/Agreement /Contract/relevant</i>

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
		Experience against execution of order/contract/job	documents along with scope of work mentioning the focus area. b) Copy of Completion Certificate/relevant documents against the Order/LOA/Contract/MOU/Agreement submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate/relevant documents</u> must contain the detailed information like Order/ LOA/ Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate/ Relevant document</u> should have been issued/ certified by the end-user/owner/authorized consultant.
3	1.1.3		Same as above at sl. No. 2 , however the value of PO is not mandatory
4	1.1.4	Experience against execution of running Contract	c) Bidder must submit/upload the Copy of Order/LOA/MOU/Agreement /Contract/ relevant documents along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at clause no.1.1.2 of BEC in previous Seven (07) years to be reckoned from the due date of unpriced bid opening. d)Copy of Execution Certificate/ relevant documents against Order/LOA/Agreement /Contract for the running contract as mentioned at point “a” above must be submitted / uploaded clearly mentioning the executed VALUE till one day prior to bid opening, which must be equal to or more than the minimum prescribed value mentioned at clause no. 1.1.2 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/ MOU/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate/ relevant document</u> should have been issued by the end-user/owner/authorized consultant.
	1.2	Financial Experience Criteria- Document	

Sr. No.	BEC Clause no.	Description	<i>Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)</i> <i>[All documents must be duly authenticated/ attested]</i>
			<i>[All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC } to be uploaded / submitted must be <u>duly Certified by Chartered Accountant</u>]</i>
3	1.2.1	Annual Turn-over/ Minimum Average Receipt	<i>Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account/ Income & Expenditure statement/ of three (3) preceding Financial Year(s), i.e. 2023-24, 2022-23, 2021-2022.</i>
4	1.2.2	Net worth	<i>Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account/ Income & Expenditure statement of last audited Financial Year, i.e. FY: 2023-2024.</i>
5	1.2.3	Working Capital	<i>Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account/ Income & Expenditure statement for the last audited Financial Year, i.e. FY: 2023-2024. If the bidder's <u>working capital is negative or inadequate as per BEC clause no. 1.2.3</u>, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-9 having net worth not less than Rs.100 crores, confirming the availability of line of credit for requisite amount as mentioned above at BEC clause no. 1.2.3 to meet the working capital (Format specified in tender document). Original F-9 has to be submitted by bidder within 7 days from the date of opening of un-price bid opening.</i>
6		Format, F-10	<i>"Details of financial capability of bidder" shall be uploaded / submitted in the prescribed Format, F-10 (of tender document) duly signed and stamped by a Chartered Accountant only.</i>

Note to above Bid Evaluation Criteria :

- i) A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor / Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- ii) Experience of bidder acquired as a subcontractor can be accepted against submission of

certificate from end-User/ Owner/ PMC by such bidder along with other specified documents. A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC, subject to submission of following documents in support of meeting the “Bid Evaluation Criteria”:

i) Documentary evidence/ Certificate by the end-User/ Owner/ PMC, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.

ii) Work order and Completion Certificates indicating the value of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).

iii) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract/Agreement without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA/Agreement is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid.

iv) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

v) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.

1.4. Methodology for Evaluation of Bids & Award:

1.1 Bidder shall be empaneled only for those focus areas for which bidder has submitted PO /contract/ agreement copy along with completion certificate as mentioned above at sl no. 1.1.3 subject to compliance of clause no. 1.1.1, 1.1.2 or 1.1.4 & financial BEC as mentioned above at sl no. 1.2. Based on documents submitted, bidders shall be empaneled for relevant focus area/ domains.

1.2 Bidder shall be empaneled for a period of 3 years. During this period, BCPL-CSR execution team will ask for Project Implementation/PME (Project Monitoring and Evaluation) cost against each project through online mode. Empaneled bidder has to quote their Project Implementation/ PME (Project Monitoring and Evaluation) cost in %age (either +ve or -ve) maximum upto 10% of the project value.

1.5. Payment term: As per SCC

1.6. CPBG: is not applicable.

1.7. PPP Policy 2012 is not applicable

1.8. No fee shall be payable by Bidders for empanelment.

F-9 to Annexure-I

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letter head)

Date:

To,
M/s. Brahmaputra Cracker and Polymer Ltd.

Dear Sir,

This is to certify that M/s (name of the Bidder with address)
(hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for BCPL's CSR document Ref No. **BCPL/CSR/Empanelment Agency/2025/01** datedfor **EMPANELMENT OF AGENCIES FOR IMPLEMENTATION OF BCPL CSR PROJECTS** and as per the terms of the said Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

F-10 Annexure-I**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

MINIMUM AVERAGE RECEIPT / AVERAGE ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Minimum Average Receipt / Annual Financial Turnover during the last three financial years (A/3)	

NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

*Refer Instructions on page 2 of 2

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

Instructions for Format F-10:

The Separate Pro-forma shall be used for each member in case of JV/ Consortium.

The financial year would be the same as one normally followed by the bidder for its Annual Report.

The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.

For the purpose of this Tender document:

Annual Turnover/ Annual receipts shall be "Revenue from Operations/ total receipt as per Profit & Loss account / receipts and payments accounts of audited annual financial statements

Working Capital shall be "Current Assets less Current liabilities" and

Net Worth shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Annexure-I)

List of documents submitted in NIC portal

SI NO.	BEC clause No.	Details of documents 1. CSR-1 Registration certificate. 2. PO/Contract copy ref /Agreement copy 3. Completion certificate 4. Balance Sheet/Profit & loss account /Income and Expenditure statements
1	1.1.1	
2	1.1.2	
3	1.1.3	
4	1.1.4	
5	1.2.1	
6	1.2.2.	
7	1.2.3	

Annexure-II

Special condition of contract & Scope of work:

1. BCPL identify the CSR projects in the following domain: -
 - Health & Nutrition
 - Promotion of Education
 - Rural Infrastructure Development
 - Swacchhta & Sanitisation
 - Skill development
 - Promotion of sports
2. Period of Completion: Maximum 3 years excluding the year of commencement of the project
All the CSR projects approved for Financial year 2024-25 must be executed within the maximum period of three years from the date of the award, 31st March 2028 whichever is earlier.
3. Bidder must depute expert resource of relevant domain for implementation of BCPL CSR projects.
4. **Penalty:**
In case of non-performance i.e. delayed execution of project, inferior quality of project, non-completion of project within stipulated time frame, penalty shall be imposed as decided by the Engineer In-charge in consultation with coordination committee up to a maximum 10% of total project cost.
5. **Payment terms:**
Payment shall be made on satisfactory progress of Project work and on certification of the BCPL CSR coordination team.
 - I. For undertaking fresh and exclusive construction activities the payment to be released on progress of the construction activity phase wise i.e. (i) mobilization, (ii) plinth level, (iii) roof level, (iv) job completion & report submission:
 - 1st Installment:** - **20%** mobilization advance (after feasibility check and need assessment)
 - 2nd Installment:** - **40%** shall be released on application by the agency and submission of certificate indicating work/construction reaching plinth level, subject to satisfactory completion/ implementation of the Project till such time. Pre- identified modalities of further construction of the Project to be submitted along with proper Fund Utilization Certificate along with the application for fund release
 - 3rd Installment:** **30%** shall be released on application by the agency and submission of completion certificate indicating casting of super structure along with Fund Utilization Certificate, ensuring proper utilization of the funds of the Project; subject to satisfactory completion/ implementation of the Project till such time
 - 4th Installment:** **10%** of the Project/Programme cost shall be released to the agency on completion of the entire work, effective branding of BCPL, performance of the agency, monitoring, and evaluation of the project to the total satisfaction of BCPL, subject to submission of details of all beneficiaries, if applicable
 - II. For outright purchase of Vehicle/Motorized Vehicles:
 - 1st Installment:** At the time of commencement of the Project/ signing of Agreement, advance payment of 100% or the minimum booking amount of vehicle/s, whichever is lower, shall be released on submission of the Proforma Invoice of the vehicles from the Agency from whom the vehicle is to be purchased by the SECOND PARTY

2nd Installment: After purchase, the vehicle(s) will be hypothecated to **BCPL** and the **SECOND PARTY** will get the registration of the vehicles endorsed from RTO that the vehicle/s are not to be sold, transferred without the permission of BCPL and the **SECOND PARTY** will submit the copies of Invoice, Registration Certificate of the RTO indicating hypothecation to BCPL and the Insurance Certificate of the vehicle. Balance amount, if any, shall be released only after that.

III. For purchases of items of Capital nature e.g. Furniture, Medical Equipment, Solar Heater, Computer, Sewing Machine, Tricycles, Sports Equipment etc. or materials like Blankets etc.

1st Installment: At the time of commencement of the Project/ signing of Agreement, **1st** installment of **50%** of the cost of the **item** or **item** booking advances whichever is lower, shall be released on submission of **the Proforma Invoice of the items** as Mobilization Advance for **booking of the items**.

2nd Installment: The subsequent amount of 2nd installment of **50%** shall be released by BCPL on application by the **SECOND PARTY** and submission of the Fund Utilization Certificate along with first progress report/ pre-identified modalities, if any; subject to completion of the Project implemented to the total satisfaction of BCPL along with all beneficiary details.

IV. For all Programmes such as camps, vocational trainings, etc. and for all other Programmes not covered elsewhere under the payment plan.

1st Installment: At the time of commencement of the Project/ signing of the Agreement, **10%** of the agreed amount shall be released as **Mobilization Advance**.

2nd Installment: The subsequent amount of **1st** installment of **40%** shall be released by BCPL on application by the **SECOND PARTY** and submission of the first progress report/ completion of pre-identified modalities, if any, of the Project, subject to satisfactory commencement/ progress of the Project till such time.

3rd Installment: The amount of **2nd** installment of **40%** shall be released by BCPL upon application made by the **SECOND PARTY** along with submission of Fund Utilization Certificate ensuring proper utilization of the funds of the Project, subject to satisfactory completion/ implementation of the Project, till such time.

4th Installment: Final installment of **10%** amount of the Project/Programme cost shall be released to the **SECOND PARTY** on completion of the Project/ Programme, effective branding of BCPL, performance of the agency, monitoring, and evaluation of the Project to the total satisfaction of BCPL, subject to submission of the **FINAL** progress report alongwith details of all beneficiaries, if applicable.

6. The quoted service charge towards execution of projects shall be maximum of 10% of total project value. The *Project Implementation /PME (Project Monitoring and Evaluation)* cost may be +ve or -ve .

7. **Engineer in Charge:**

Nodal officer-CSR shall be the Engineer in charge of the projects.

8. The agency selected for a particular year shall not be considered for execution work in subsequent years.

9. While selection of an Implementation agency the decision of the committee shall be Final.

10. The work may be discontinued at any time with notice of one month in advance at the discretion BCPL. Bidders shall not have any claim in this regard,

11. There will be no commitment to award work after empanelment of the Agencies.
12. All resources that are required i.e. Manpower, Machinery, Vehicle, Office equipment's, Permissions etc for execution of projects shall be arranged by the Implementing Agency.
13. BCPL Coordination team shall monitor the progress and quality of work as and when required.
14. The agency shall be responsible for execution and completion of CSR projects within stipulated time frame as mentioned above.

15. Statutory Requirement of CSR Implementing Agency:

- i. Registered Public Trust/ Registered Society/ Companies Established under section 8, registered under section 12A and 80G or exempted under sub clauses (iv), (v), (vi) or (via) of clause (23C) of section 10 of the Income Tax Act 1961.

16. Scope of Work:

- MoU with BCPL on various projects.
- Statutory clearance from various authorities as may be applicable.
- Carrying out Base line survey/Midline/Need assessment.
- CSR schemes/projects are to be executed in convergence with Govt dept for sustained workability.
- End line assessment & Project outcome
- Re Evaluation of submitted plan & estimate of the projects if necessary.
- Arrangement of community intervention during execution of projects.
- Time bound manner of execution of all the assigned project.
- Formulation of implementation methodology.
- Regular monitoring of execution of the project.
- Preparation and submission of the requisite reports related to project.
- Proper visibility and branding of BCPL in each project sites and communities after completion of Projects.

1. The applicant should be legally registered organization under Societies Registration Act, 1860 or Indian Trusts Act, 1882 or section 25 or established under section 8 of the Company Act.

2. The agency should have a permanent Address in India

3. The agency should be registered for a period of minimum three (03) years as on date of submission of their application to BCPL.

4. The agency should have undertaken CSR projects for Central/ State Govt. / Central or State PSU/ Reputed Private Company.

5. The state should have regional offices /establishments in the state where the project is proposed.

6. The agency should not have been blacklisted by any funding body/ partner organization in India. No member on the Board of Agency has any criminal proceeding going on in any court of India.

7. No member on the Board of Agency has any criminal proceeding going on in any court of India.

8. In case of programmes focused on skill development for wage employment, the courses should be accredited by National level bodies such as ATDC, NCVT, NSDC, NAAC etc.

9. In case of procurement of items such as solar lights, Solar Water Pumps, lanterns, hand pumps, bore wells etc. the rate should be benchmarked against standard/ applicable govt. rates.

10. In case of projects involving construction activities, govt. rates should apply and the projects should preferably be executed through a Govt. Agency.

17. Documents to be submitted by the Bidder:

- a. Income Tax Exemption Certificated: as applicable (80G/ 12AA/35AC/FCRA etc.)
- b. Income and Expenditure details of last three years to ascertain sources of funding and value of funding.
- c. An undertaking that a) no member on the Board of the entity has any criminal proceeding going on in any court of India and b) the entity has not been blacklisted by any funding body/ partner organization in India.
- d. Profile of the promoters of the organization to ascertain background of the people associated with the organization.

Annexure-III

Dear Sir,

In reference to the EOIL ref no. **BCPL/CSR/Empanelment Agency/2025/01 dated 05.03.2025** , I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: [https://bcplonline.co.in/UploadFiles/GCC_Services.pdf]

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal: