



ब्रह्मपुत्र वैली फर्टिलाइजर कारपोरेशन लिमिटेड

नामरूप

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.-PARBATPUR, DIST.-DIBRUGARH, ASSAM, PIN-786623

Phone: (0374) 2500240, 2507001/2, FAX- +91 0374-2500317

E-mail: info@bvfc.co.in

NOTICE INVITING TENDER

- | | |
|--------------------------------------|---------------------------------|
| 1. NIT No. | : NAM/TS/02(22)/Safety Audit/38 |
| 2. DATE OF ISSUE | : 06.04.2022 |
| 3. TYPE OF BID | : Open (Two Bid) |
| 4. TIME FRAME | : As detailed in NIT |
| 5. LAST DATE OF SUBMISSION OF BIDS | : 27.04.2022. at 3.00 PM |
| 6. DATE OF OPENING OF TECHNICAL BIDS | : 27.04.2022 at 3.30 PM |
| 7. EARNEST MONEY DEPOSIT | : Rs.500/- |

Sub: Invitation for ONLINE Bids under two bid systems open tender basis for "Engagement of Consultancy for conducting Safety Audit in BVFCL Namrup-III Group of Plants and Facilities".

| Sl. No. | THE ASSIGNMENT | SCOPE |
|---------|--|-------------------|
| 1. | Engagement of Consultancy for conducting Safety Audit in BVFCL Namrup-III Group of Plants and Facilities | As per Annexure-A |

Special terms & conditions:

The Bid shall include/indicate the following:

- The complete Scope of the Job as per the terms and conditions specified in Annexure-A in detail.
- Basic Price for the entire job on lump sum basis
- Taxes and duties including any other applicable charges.
- Confirmation that the firm prices have been quoted.
- Confirmation that the Validity of the Bid is at least for 90 days from the date of opening of Price Bids.
- Confirmation for acceptance of all the other terms and conditions of NIT

Yours faithfully,
For & on behalf of BVFCL Namrup

(S Sarkar)
DGM (TS)

Encl: Annexure-A

NB: BVFCL is committed to a corruption free work environment. All the above purchases, services and commitments of BVFCL will be honoured without the citizen to pay any bribe. In case any person demands any bribe, it is the duty of the responsible person to inform the matter to Vigilance Office, BVFCL, Namrup, P.O.-Parbatpur, Dist.-Dibrugarh, Assam, PIN 786623 (Tel. No. 0374-2507092, 0374-2507167)

Annexure-A



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP

P.O. – PARBATPUR, DIST. – DIBRUGARH ASSAM 786623.

INVITATION TO BID

FOR

**ENGAGEMENT OF COMPETENT CONSULTANCY
FOR SAFETY AUDIT IN BVFCL NAMRUP-III GROUP OF PLANTS AND FACILITIES**

NIT NO.

NAM/TS/02(22)/Safety Audit/ 38

Dated: 06/04/2022

Phone: 91-0374-2500240

FAX: 91-0374-2500317

Website: <http://bvfc.com>

<https://etenders.gov.in/eprocure/app>

Note :

- 1.0 Kindly submit your online quotation through NIC portal government e-procurement system www.etenders.gov.in and submit a techno-commercial copy as specified at Clause no 7.0 and addressed to the DGM (TS) with reference No. and bid closing date & time duly super scribed on the cover, subject to the Commercial terms and conditions and Technical scope attached.
- 2.0 The above NIT reference No. must appear on all correspondence through online.
- 3.0 Bids containing material deviations from or reservation to the terms & conditions and specifications mentioned on this bid documents will be treated as non-responsive and will not be considered further.
- 4.0 Bids through Fax/e-mail shall not be considered. Only the technical query can be considered through email.
- 5.0 The Bid Document calls for offers on single point, "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone who will be responsible for all contractual purposes. BVFCL reserves the right to reject offers made by intermediaries.
- 6.0 BVFCL will appreciate submission of offer based on the terms & conditions of the NIT document to avoid seeking clarification on commercial aspects of the offer.
- 7.0 BVFCL reserves the right to assess bidder's capability and capacity to perform the contract.
- 8.0 Any Bid received after deadline for submission of bids indicated on the front page of Invitation to Bid or any other date extended in writing may be rejected.
- 9.0 As per clause No. 160(ii) of General Financial Rules 2005, bidder's enquiry regarding bidding conditions, bidding process and/or rejection of bid will be suitably and promptly replied.
- 10.0 Please furnish your one primary and one alternate e-mail IDs for further communication.

For & On behalf of BVFCL Namrup

(S Sarkar)
DGM (T.S.)

LIST OF CONTENTS

| Clause | Description | Page Nos. |
|--------------|--|-----------|
| 1.0 | Background | 5 |
| 2.0 | Objective | 5 |
| 3.0 | The Assignment (Scope Of Work) | 5 |
| 4.0 | Bidding Documents | 6 |
| 5.0 | Amendments of Bidding Documents | 6 |
| 6.0 | Language of Bid | 6 |
| 7.0 | Documents Comprising The Bid | 6 – 7 |
| 8.0 | Eligibility Criteria | 7 |
| 9.0 | Period of Consultancy | 7 |
| 10.0 | Fees and Payment Structure | 7 |
| 11.0 | Taxes & Duties, Income Tax, Cess and GST etc. | 7 – 8 |
| 12.0 | Security Deposit | 8 |
| 13.0 | Format and Signing of Bid | 8 – 9 |
| 14.0 | Discretion of BVFCL | 9 |
| 15.0 | Facilities To Be Provided By BVFCL | 9 |
| 16.0 | Documents To Be Furnished For Claiming Payment | 9 |
| 17.0 | Force Majeure | 9 |
| 18.0 | Ownership of Document | 9 |
| 19.0 | Submission of Reports | 10 |
| 20.0 | Limitations of Liabilities | 10 |
| 21.0 | Termination | 10 |
| 22.0 | Effective Date Of Contract | 10 |
| 23.0 | Liability | 10 – 11 |
| 24.0 | Insurance | 11 |
| 25.0 | General | 11 |
| 26.0 | Price Reduction Clause | 11 |
| 27.0 | Dispute Resolution and Arbitration | 11 – 13 |
| 28.0 | Submission of Bid | 13 |
| 29.0 | Work Order / Letter of Intent | 13 |
| 30.0 | List of Annexure | |
| Annexure-I | <i>Price Schedule proforma</i> | 14 |
| Annexure-II | <i>Confirmation of acceptance of terms & conditions of NIT</i> | 15 |
| Annexure-III | <i>Overview of BVFCL Namrup</i> | 16 |
| Annexure-IV | <i>Broad scope of work in line with Annexure-A of IS 14489: 1998</i> | 17 – 18 |
| Annexure-V | <i>Format for Signing of Agreement</i> | 19 |

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
TENDER DOCUMENT
FOR
**ENGAGEMENT OF COMPETENT CONSULTANCY FOR CONDUCTING
SAFETY AUDIT IN BVFCL NAMRUP-III GROUP OF PLANTS AND FACILITIES**

Online Tenders are invited by Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup for *ENGAGEMENT OF COMPETENT CONSULTANCY FOR CONDUCTING SAFETY AUDIT IN BVFCL NAMRUP-III GROUP OF PLANTS AND FACILITIES*.

1.0 BACKGROUND:

An overview of the plants and facilities of Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) has been enclosed in Annexure-III.

2.0 OBJECTIVE:

1. Verification of compliance of various applicable standards, norms, regulations etc.
2. Identify deviation, if any, from the standard operating and maintenance procedure and standards.
3. Identify plant condition and operating procedures that could lead to an accident and cause major loss of life and/or property.
4. To ensure that plan as well as actual operation and maintenance procedures match the design intent and standards.
5. To identify process hazards and to review operating condition.
6. To look for major risk situations and recommend measures to improve overall safety performance of the plants.
7. To identify strengths and weakness of Safety Management System and suggest corrective/remedial measures to ensure its integrity.

3.0 THE ASSIGNMENT (BROAD SCOPE OF WORK)

The assignment for the selected bidder shall include but not limited to the following and not necessarily in the same order:

- 3.1.1 To conduct Safety Audit in BVFCL Namrup-III Group of plants and facilities as per IS 14489: 1998 (Reaffirmed in 2002) of Bureau of Indian Standards, New Delhi, with the title "Code of Practice on Occupational Safety and Health Audit"
- 3.1.2 The major areas to be covered in Safety Audit have been specified in an indicative list in Annexure-IV, which is in line with Annexure-A of IS 14489: 1998.
- 3.1.3 Audit of Environment Management System (EMS) is not in the scope of the present assignment.
- 3.1.4 Requirements as per Indian Factories Act 1948 and any other relevant acts/rules/norms related to the present assignment will be in the scope of work.
- 3.1.5 Any other required job relevant to the present assignment, as mutually agreed under the broad end objective as at *Clause 2.0*.

4.0 BIDDING DOCUMENTS:

The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all attachments thereto shall be considered to have been read, understood and accepted by the Bidder, unless deviations are specifically stated in the seriatim by the Bidder. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect and insufficient number of copies will be at Bidder's risk and may result in rejection of the Bid.

5.0 AMENDMENT OF BIDDING DOCUMENTS:

1. At any time, prior to the deadline for submission of bids, BVFCL for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment thereto.
2. The amendment will be notified in writing or by e-mail/fax or letter to all prospective Bidders, who have received the bidding documents or informed BVFCL after downloading the same and will be binding on them.
3. BVFCL may, at its discretion, extend the last date for the submission of bids.

6.0 LANGUAGE OF BID:

The Bid prepared by the Bidder and all correspondence relating to the Bid exchanged between the Bidder and BVFCL shall be written in English language.

7.0 DOCUMENTS COMPRISING THE BID:

Documents shall be accepted in the online form and should be uploaded in the electronic media on government website <etenders.gov.in>. The offer is to be submitted in online mode only in readable form.

EMD of Rs 500/- (Five hundred only) may be paid online (Challan Form is available in our BVFCL Website, please mention the NIT No.----dtd:----- for which EMD amount is Paid) as per the following bank account details. The bidder having MSME/ NSIC registration must upload valid certificate, in which case payment for EMD is exempted.

Account Details: BVFCL, Namrup

A/C No: 10701519301

IFSC Code: SBIN0000223

Techno-Commercial Un-priced Bid sealed & signed should be uploaded.

Price Bid should be on online as per prevailing system and the same will be opened online after successful scrutiny of techno-commercial bid of techno commercially suitable bidders.

Note:

- (a) The price Bids of only those Bidders shall be opened, whose EMD/ MSME/NSIC is found in order.
- (b) The price bid of only those Bidders, who fulfill the selection criteria of techno-commercial terms, shall be opened online, at a due time & date of opening, with prior information to such qualified Bidders.

Any query regarding the NIT should be addressed to the following e-mail ID:-

ssarkar@bvfcl.com / ikhalil@bvfcl.com

DGM (T.S.) / Dy.CE (Chem) F&S

BVFCL Namrup

P.O. – Parbatpur, Dist. – Dibrugarh Assam 786623

8.0 ELIGIBILITY CRITERIA FOR BIDDING:

1. Bidders shall be registered in India.
2. The Bidder must have successfully completed at least 3 Nos. similar Safety Audits in large PSU/Pvt. Sector industries in Fertilizer/Refinery/Petrochemicals/Steel sector etc. in India during the last 3 (three) financial years i.e. 2018-19 onwards.
3. Bidders are to provide a team of its personnel, who will be executing the job and they have to be amply qualified and experienced in safety audit of large chemical industries.
4. The Bidder shall ensure financial standing through ITCC. Annual Report (Balance Sheet and profit & Loss Account) for the last three financial years to be enclosed.
5. Statutory requirements such as Central Excise, Sales Tax, GST Registration, PAN, TAN, TIN, MSME, NSIC etc. whichever applicable is to be furnished
6. In case of consortium, the Bidder is required to indicate the lead partner of the Consortium and documentary support of the same.

9.0 PERIOD OF CONSULTANCY:

The assignment is to be completed in the shortest possible period of time but not later than 4 (four) weeks from the date of issuance of Work Order/Letter of Intent. The Bidders shall furnish milestone based time schedule/work plan for consideration and monitoring during the progress of the assignment. The Draft Report is to be preferably submitted within 3 (three) weeks from the date of issue of Work Order and site visit may be arranged within 1 (one) week of issue of Work Order.

10.0 FEES AND PAYMENT STRUCTURE:

- i. Total fee may be quoted on lump-sum basis as per proforma under Price Bid online as given in Annexure-I un price bid.
- ii. No amount as advance shall be paid to the successful bidder.
- iii. 40% of the Work Order value will be released after submission of Draft Report on receipt of Invoice along with 2 (two) hard copies of draft report and the rest 60% will be released after submission of the copies of final report as specified at *clause 19.0*.
- iv. Statutory dues, taxes etc, if applicable, will be deducted at source.
- v. Payments shall be effected through electronic transfer only. The bidder must submit their Account detail in the name of their firm/ agency.

11.0 TAXES & DUTIES, INCOME TAX, CESS, SERVICE TAX OR ANY OTHER LEVIES:

Service Tax as applicable shall be indicated separately in price schedule and shall be paid extra as applicable. All other taxes/duties applicable should be included in the quoted price. Any variation in taxes/duties during contract period (except GST) shall be borne by the bidder.

a. Income Tax

BVFCL shall not be responsible for the Income tax liability of the Bidder or personnel deputed by them in connection with the services covered by this contract. However, tax deduction at source will be effected for the payments made to the party as per Income Tax Act India, prevailing from time to time on schedule of prices only, both for indigenous and foreign remittances. Necessary TDS certificate will be furnished at the end of each financial year. Income Tax will be deducted on all payments made.

b. GST

The GST shall be reimbursed by BVFCL at actual against documentary evidence including any variation in the percentage of service tax (+/-) within the contract period will be to BVFCL's account and any new indirect taxes imposed by State/Central Governments within the contract period shall be borne by the contractor.

c. Agreement:

The successful Bidder shall have to execute an agreement with BVFCL, Namrup on a non judicial stamp paper of Rs.100 only before execution of the job and date of receipt/acceptance of the work order whichever is earlier. The cost of stamp paper shall be borne by the contractor. The agreement to be executed will be in the agreement form to be specified by BVFCL, Namrup.

12.0 PERFORMANCE GUARANTEE:

- i. The successful Bidder shall be required to deposit Performance Guarantee amount equivalent to 3% of the Work Order value. The EMD amount deposited by the successful Bidder may be adjusted, if desired. The Performance Guarantee shall be submitted within 15 days of receipt of Lol/Work Order by way of Demand Draft/Bank Guarantee/RTGS which will be refundable after 90 days on satisfactory completion of the contract. No interest shall be payable on the Security Deposit. The Bank Guarantee shall be furnished from a Nationalized Bank/ Scheduled Bank and the same shall remain valid till the consultancy period plus claim period of 6 (six) months.

13.0 FORMAT AND SIGNING OF BID:

- i. The bid must contain – the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature/ digital signature. The names of all persons signing should be typed or printed below the signature.
- ii. Bid by a partnership firm must furnish with full names of all partners and be signed with the partnership name followed by the signature and designation of one of the authorized partners or authorized representative(s).
- iii. A bid by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/ Company in the matter, with the official seal of the Company.
- iv. Use of erasure or other changes in the bid documents shall have the initials of the person signing the bid.

14.0 DISCRETION OF BVFCL:

BVFCL will have the discretion to prioritize the execution of tasks, give directives and formulate instructions considered appropriate for the purpose of carrying out the tasks assigned to the

15.0 FACILITIES TO BE PROVIDED BY BVFCL:

- i. BVFCL would provide access to all the necessary records/information and it would be the responsibility of the Auditor to collect and compile relevant and necessary information from the offices of the BVFCL.
- ii. Lodging at the BVFCL Guest House will be provided free of cost to the team of auditors of the successful bidder whereas Food may be provided on chargeable basis.
- iii. Local transport arrangement including to and fro transportation from nearest Airport/ Rail Station will be provided by BVFCL.

16.0 DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

The following documents in originals shall be sent to the DGM (T.S.), BVFCL Namrup, P.O.- Parbatpur, Dist.- Dibrugarh, Assam 786623 for claiming payment.

- ☐ Invoices - original + 3 copies
- ☐ Reports /Documents supporting the claim.

17.0 FORCE MAJEURE:

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the said contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions or other acts of god, then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by the reason of such eventuality be entitled to have any claim for damages against the other in respect of such non performance or delay in performance and the performance under the said contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

However, if the state of Force Majeure continues beyond a period of one month, appropriate time extension will be granted on production of documentary evidence for the occurrence of such delay.

18.0 OWNERSHIP OF DOCUMENT:

The technical data, information, drawings, specifications, records and other documents shall not be divulged and or disclosed to any third party or used for any other purpose whatsoever without BVFCL's prior consent in writing except to the extent required for execution of this contract. BVFCL will be free to use the report and data contained in the report for any purpose.

19.0 SUBMISSION OF REPORT:

The Auditor shall submit 2(two) sets of Draft report & recommendations in bound form together with a soft copy in editable word/excel format for scrutiny and

comment of BVFCL. Upon clearance with comments, if any of BVFCL, 5(five) copies of the final report in bound form should be submitted along with soft copy (pdf & word/excel) for reproduction as and when required by BVFCL. Final Report is to be submitted within a week of receipt of BVFCL's comments on Draft Report.

20.0 LIMITATIONS OF LIABILITY:

The final payment by BVFCL in pursuance of the 'contract' shall not mean, the release of the contractor from all his liabilities under the 'contract', and till such time the contractual liabilities and responsibilities of the shall prevail as given in clause No.23.

21.0 TERMINATION:

BVFCL may terminate this contract under the circumstances detailed below:

The contract for services shall be liable for termination by BVFCL if the conduct of the contractor's personnel is considered by BVFCL to be prejudicial to its interest. BVFCL at any time, on finding that the performance of services under this contract is not satisfactory, will give a written notice to the Contractor to take appropriate remedial steps. If remedial steps are not taken within 25 days or are not to BVFCL's satisfaction, then BVFCL reserves the right to terminate the contract with a final notice for maximum 10(ten) of days grace to comply with the remedial action.

Upon termination of the contract at any time for whatsoever the reason by BVFCL, the proportionate amount shall be payable to the Auditor for the services performed satisfactorily as per Contract, till the date of termination. However, the security deposit shall be forfeited. In the event of the contract being terminated and awarded to another Auditor, the difference, if any, shall be recovered from the fees or any other payment due from BVFCL, either in the present or from any other contract to the Auditor.

22.0 EFFECTIVE DATE OF CONTRACT:

This Contract shall be deemed to have become effective from the date of award of Work Order/Letter of Intent of BVFCL, which will form part of the Contract.

23.0 LIABILITY:

The Auditor shall carry out the services under the "Contract" with due care and attention to the accepted rules of the Service Practices. The Auditor shall be responsible for technical, financial & managerial soundness of the services rendered and of recommendations. In the event of any deficiency in these services, Auditor shall inter-alia promptly redo such services at no additional cost to BVFCL.

If the conduct of the Auditor and its personnel is considered by BVFCL to be prejudicial to their interests, the "Contract" is liable for termination with the direct damages being to the account of the Auditor.

The Auditor at no additional cost to BVFCL shall correct eventual faults or errors in the service performed due to a negligent act or omission of the Auditor or any of the Auditor's personnel within the scope of the obligations of the Auditor, provided that such faults or errors are signified by Client in writing within three months after the last date of tenure of the "Contract".

24.0 INSURANCE:

Necessary insurance and other benefits like ESI, PF, etc., for Auditor's personnel shall be the auditor's responsibility. Any violation of such act/statutory obligations shall be the entire responsibility of the Auditor.

25.0 GENERAL:

Notwithstanding the stipulations contained in the terms and conditions of the NIT, any conditions that may be prescribed by the Govt. of India and/or the concerned State Govt. and other statutory agencies will have to be complied with and shall be applicable. Cost implication, if any, resulting from any such terms and conditions will be mutually discussed and sorted out.

25.0 PRICE REDUCTION CLAUSE:

Timely preparation and submission of report shall be the essence of contract. In the event of delay attributable to the Auditor, the Work Order Value will be reduced @ 0.5% of the Work Order value per week, subject to a maximum of 5% of the total Work Order value.

26.0 DISPUTE RESOLUTION AND ARBITRATION:

26.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the matter will be referred to arbitration under the ICADR arbitration Rules, 1996.

26.2 The authority to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.

26.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

26.4 In case of PSU and govt. depts., the arbitration procedure will be as per the Permanent Machinery of Arbitrator (PMA) of DPE.

27.0 SUBMISSION OF BID:

The interested parties shall submit their technical bid, with details of their detailed approach envisaged and plan for undertaking the above assignment and the working mechanism of executing the same.

Reputed firms interested in the above mentioned scope of work are invited to submit their Bid on their own letter head.

27.1 Documents to be enclosed with the Technical Un-priced Commercial Bid:

27.1.1 Profile of the company – Full particulars of the constitution, ownership and main business activities of the prospective Auditor covering, inter-alia, its global operations, including presence in India.

27.1.2 Documentary evidence in support of meeting the eligibility criteria.

27.1.3 Unabridged Annual Reports or audited financial accounts for the last three financial years.

27.1.4 Comprehensive list of experience as detailed at *Clause 8.0*, including a relevant list of assignment handled by the firm, related to preparation of tender documents and providing the

- required/related consultancy.
- 27.1.5 Brief resume of team members highlighting qualification and experience relevant to the present subject.
- 27.1.6 Successful completion certificate of work done from client mentioning the scope of work.
- 27.1.7 Organization chart for the company along with responsibility/ coordination procedure indicating C.V. of the key personnel proposed to be involved in this job.
- 27.1.8 Time schedule indicating brief deliverables at different stages.
- 27.1.9 Complete NIT document duly signed and stamped confirming acceptance of all terms & conditions of the NIT.
- 27.1.10 Confirmation of terms and conditions (*Annexure-II*) duly filled in, signed and stamped supported with all relevant documents.
- 27.1.11 Un-priced copy of price bid duly signed & stamped as per *Annexure-I*.
- 27.1.12 Power of attorney to the signatory for signing the bid document
- 27.1.13 Any other document as per the requirement specified in the NIT.
- 27.1.14 PAN №, TAN № and Goods and Service Tax Registration Number
- 27.1.15 An undertaking to the effect that
- No investigation by a regulatory authority is pending against them and the bidder was never black listed by govt./PSU etc.
 - No charge sheet by an agency of the government/ conviction by a court of law for an offence committed by the bidding party or by any sister concern of the bidding party has been issued
 - In case any investigation/charge sheet is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investing agency, the charge/offence for which the investigation has been launched and other relevant information should be disclosed to the satisfaction of the company.
- 27.2 Bidders shall be required to deposit along with their Bid, a refundable earnest fee as at *Clause 7.1* above. In case of successful Bidders, the EMD would be adjusted against security deposit.
- 27.3 The Bid should be unconditional and valid for at least 90 days from the date of opening of Price Bids. The extension of validity, if required, shall be obtained from the Bidder.
- 27.4 Bid should be submitted online. No hard copies required.**
- 27.5 The opening of price bid shall be intimated later on after scrutiny of Technical bid to successful bidder.
- 27.6** For any clarifications/or further details with regard to this tender, the same can be obtained from/discussed with Shri I Khalil, Dy.CE (Chem) F&S, BVFCL Namrup (Assam) through e-mail: ikhalil@bvfcl.co.in/ikhalil@bvfcl.com
- 27.7 BVFCL reserves the sole right to accept or reject any or all Bids without assigning any reason whatsoever and also have the right to relax any terms/conditions of the Bid and shall bear no liability whatsoever consequent upon such a decision.

27.8 The interested bidders shall sign all pages of this Tender Document and submit as a token of acceptance of all the terms & conditions of the assignment.

28.0 WORK ORDER / LETTER OF INTENT:

28.1 BVFCL will award the Work Order / Letter of Intent to the successful bidder who is determined as the techno commercially acceptable lowest bidder after conclusion of e-reverse auction. The negotiation may be held with the lowest bidder if deemed necessary prior to issuance of Work Order/Letter of Intent (LoI).

28.2 The successful bidder on receipt of "Work Order/ Letter of Intent" shall convey his acceptance by return e-mail/fax and to be confirmed by letter within 7 days, failing which it will be deemed that WO/LoI is accepted unconditionally.

28.3 Within one week of issue of Work Order, the Consultant shall furnish soft copy of the signed formal agreement, followed by hard copy through courier service. Draft Format of Agreement is enclosed at **Annexure-V** to be furnished on requisite stamp paper.

29.0 LIST OF ANNEXURES:

- 29.1 Annexure-I : Un-price Schedule proforma
- 29.2 Annexure-II : Confirmation of acceptance of terms & conditions of NIT
- 29.3 Annexure-III : Overview of BVFCL Namrup
- 29.4 Annexure-IV : Broad scope of work (in line with Annexure-A of IS 14489: 1998 Reaffirmed in 2002)
- 29.5 Annexure-V : Format for Signing of Agreement

ANNEXURE-IUN PRICE SCHEDULE

Enquiry No
 Name of the Bidder
 Offer No

| Sl. No | Description of Work | Total fees (on lump-sum basis) excluding taxes | |
|-----------------------------|---------------------|---|----------|
| | | In figures | In words |
| A. | The lump sum fees | Should be submitted online only | |
| B. | GST @ _____% extra | Should be submitted online only | |
| C. | Other, if any | | |
| Total in figure INR | | | |
| Total in words Rupees | | | |

NOTE:

Bidder shall furnish the prices STRICTLY as per price schedule format provided failing which the offer is likely to be rejected.

AUTHORISED SIGNATORY OF THE BIDDER:

NAME :

DESIGNATION :

DATE :

ANNEXURE-II

CONFIRMATION OF TERMS AND CONDITIONS

Enquiry No NAM/TS/02(22)/Safety Audit/08
 Name of the Bidder
 Offer No

We confirm/ clarify as follows:

| Sl. No | DESCRIPTION | BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS |
|--------|--|--|
| 1. | Price basis firm till execution of the contract | CONFIRMED |
| 2. | Price submitted as per price schedule format | CONFIRMED |
| 3. | All taxes and duties except GST included in price schedule. GST is indicated separately in price schedule. | CONFIRMED |
| 4. | Validity of bid: as per clause 27.3 of the bid document | CONFIRMED |
| 5. | Terms of payment: as per clause 10.0 of the bid document | CONFIRMED |
| 6. | Bank guarantee against security deposit : as per clause 12.0 of the bid document | CONFIRMED |
| 7. | Effective date of contract is Date of LOI/W.O. as per clause 22.0. | CONFIRMED |
| 8. | Time schedule: as per clause 9.0 of the bid document | CONFIRMED |
| 9. | Confirmation of acceptance to terms and conditions of the NIT document in totality | CONFIRMED |
| 10. | Furnished certificates as per clause 28.1.14 of the bid document | CONFIRMED |
| 11. | Documents in support of Eligibility criteria in Clause 8.0 | FURNISHED |
| 12. | PAN , TAN No, GST & other statutory requirement details | FURNISHED |
| 13. | Address of the income tax counter where the bidder file their income tax return | FURNISHED |
| 14. | GST registration details | FURNISHED |
| 15. | Copies of audited account (incl. Balance Sheet & PLA) for the last three years | FURNISHED |
| 16. | Name of contact person for this enquiry designation, mobile telephone numbers, fax no., e- mail id | FURNISHED |
| 17. | It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail. | |

AUTHORISED SIGNATORY OF THE BIDDER:

NAME :
 DESIGNATION :
 DATE :

OVERVIEW OF BVFCL NAMRUP

1. Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), is a CPSU established with the hived off fertilizer unit of erstwhile Hindustan Fertilizer Corporation Limited (HFCL) located at Namrup in the North-Eastern State of Assam. The Company was registered under Company's act on 5th April 2002 with its registered and corporate office at Namrup itself.
2. The first ever gas based Ammonia-Urea Fertilizer unit Namrup-I, established under ages of FCI in 1967 was later transferred to HFCL during reorganization of FCI and has been closed.
3. BVFCL Namrup is a completely based on natural gas as feed and fuel to all its main plants and utilities. Associated Natural Gas is obtained through a dedicated pipeline of M/S Assam Gas Company Limited, Duliajan from near-by oil/gas fields, about 35 km away from Namrup. Entire natural gas supplied from OIL, Duliajan.
4. The existing production facilities of BVFCL consist of two ammonia and urea units with total designed original installed capacity of 1200 MTPD Ammonia (Namrup-II: 600 MTPD & Namrup-III: 600 MTPD) with 2 Nos. 1500 MT liquid ammonia Horton spheres and 1300 MTPD of Urea (Namrup-II: 400 MTPD & Namrup-III: 900 MTPD) and commenced production in phases i.e. in 1976 as Namrup-II group & in 1987 as Namrup-III group of plants. Both the plants use associated natural gas available from the surrounding oil/gas fields of M/s Oil India Ltd (OIL) as basic raw material for producing nitrogenous fertilizer. Each of Namrup-II and Namrup-III plants has exclusive supporting Utility facilities like Water Treatment Plant, DM Water Plant, Steam Generation Plants and common 2x15 MW Captive Power Plant and a residential township with over 2000 Quarters having all related infrastructure facilities.
5. Namrup-II and Namrup-III plants have been revamped during the years 2000 to 2005 with lowered rated annual production capacities and limited scope only to bring in reliability in operation. Though some degree of operational reliability could be established from the said revamp, the energy consumption in these plants remained high compared to present generation plants primarily due to lower plant rated capacity, old energy intensive process & engineering technology used in these plants and frequent production interruptions from retained inefficient & old key machinery/equipment, most of which have gone obsolete.
6. The company also manufactures 2 strains of Biofertilizers (Azotobacter and Phosphate Solubilising Bacteria) and Vermi-compost using foliage available in Township & Factory area.
7. The company is having a well equipped Fire and Safety Dept. with 3 Nos. Fire tenders, portable fire extinguishers and personnel protective equipments. Water hydrant system is also effectively working in the whole plant.

Annexure-IV

BROAD SCOPE OF WORK

The proposed Safety Audit shall be carried out as per the IS 14489: 1998 & Indian Factories Act 1948. However, the audit shall specifically cover, but not limited to the following areas/elements.

| | |
|--|---|
| 1.0 Health & Safety Management | |
| 1 | Statutory Responsibility |
| 2 | Health & Safety Policy |
| 3 | Safety Organization |
| 4 | Safety Action Plan |
| 5 | Safety Promotion & Motivation |
| 6 | Safety Audit |
| 7 | Safety Inspection |
| 8 | Safety Education & Training |
| 9 | Standard Operating Procedures |
| 10 | Safety Manual |
| 11 | Work Permit System |
| 12 | Accident Reporting, Investigation & Analysis |
| 13 | Personal Protective Equipment |
| 14 | First-Aid and Medical Facilities |
| 15 | Safety of Contractor Workers |
| 2.0 Process Safety | |
| 1 | Pressure Vessels & Safety Relief Valves |
| 2 | Pipelines |
| 3 | Process Control Instruments |
| 4 | Process Parameters |
| 5 | Management of Change |
| 6 | Identification and Marking of Process Equipment |
| 3.0 Storage and Handling of Chemicals | |
| 1 | Material Safety Data Sheets (MSDS) |
| 2 | Storage & Unloading of Bulk Hazardous Chemicals |
| 3 | Storage & Handling of Hazardous Materials/Gases |
| 4 | Storage & Handling of other Chemicals |
| 5 | Personnel Protection |
| 4.0 Fire Safety | |
| 1 | Portable Fire Extinguishers |
| 2 | Fire Hydrant System |
| 3 | Foam Sprinkling/Spraying System |
| 4 | Fire Emergency Communication |
| 5 | Smoke Detection & Carbon dioxide System |
| 6 | Fire Safety Training |
| 7 | Fire Exits / Escape Routes |
| 8 | Fire Proximity Suits |
| 5.0 Electrical Safety | |
| 1 | First-aid |
| 2 | Electrical Maintenance |
| 3 | Earthing Systems |
| 4 | Lightning Protection |

Contd..

| 6.0 Other Hazards & Control | |
|--|---------------------------------|
| 1 | Storage of Materials |
| 2 | Material Handling |
| 3 | Compressed Gas Cylinders |
| 4 | Welding and Gas Cutting |
| 5 | Machine Guarding |
| 6 | Safe Access |
| 7 | Housekeeping |
| 8 | Work Environment |
| 9 | Environment Protection |
| 7.0 Emergency Planning & Preparedness | |
| 1 | On-Site Emergency Response Plan |
| 2 | Emergency Control Centers |
| 3 | Consequence Analysis |
| 4 | Emergency Drills |
| 5 | Assembly Points |
| 6 | Mutual-Aid Scheme |

Annexure-V

Format for Signing of Agreement
(On stamp paper)

THIS AGREEMENT is made on the..... day of 22 between Brahmaputra Valley Fertilizer Corporation Limited, Namrup, having its Registered Office at Namrup (Assam) hereinafter called "The Company" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part.

AND

..... a company registered under the Company Act 1956, having its registered office at hereinafter called the "Consultancy" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in interest) of the other part.

WHEREAS The Company is desirous of having services by experienced Consultant for the job of Conducting External Safety Audit by the Consultancy as stated above.

Now this Agreement Witnesseth as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
 - i. The tender document and letter of acceptance of the tender.
 - ii. The work order No. annexed as annexure..... hereto.
 - iii. All correspondences by which anything added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by The Company to the Consultancy hereby covenants provide testing and certification services for the above mentioned work of The Company as per the Schedule of Works detailed in this tender document for The Company within the period specified for each activity from date of receipt of work order subject to and in compliance with all conditions specified in documents.
4. The consideration payable therefore by The Company to the Consultant shall be the sum of Rupee..... only payable in lumpsum after completion of entire scope of work in the manner prescribed in the said Work Order issued to the Consultant.
5. In witness whereof The Company has caused their common seal to be hereunto affixed and the Consultant has hereunto set its hand and seal the day and year first above written.

Full Signature
M/s.....

Witness:

- (1) Signed in presence of
(Name & full address of witness)

- (2) Signed in presence of
(Name & full address of witness)

For BVFCL Namrup