



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

CIN U24123AS2002GOI006786

NOTICE INVITING TENDER

1. NIT No. : **NAM/TS/02(22)/HSE/18/355**
2. Date Of Issue : **7th February 2019**
3. TYPE OF BID : Two Bid & Open Bidding
(Online & Hard copies)
4. Time Frame : As detailed in NIT
5. Last Date Of Submission Of Bids : **15th March 2019 (at 3.00 PM)**
6. Date Of Opening Of Technical Bids : **15th March 2019 (at 3.30 PM)**
7. Earnest Money Deposit : **Rs.10,000/-**

Sub: Notice for submission Bids in both Online and Offline mode as per two bid system for Engagement of Competent Agency/ Organisation for the following jobs at BVFCL Namrup

| Sl. No. | THE ASSIGNMENT | SCOPE |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1. | Engagement of Competent and experienced Consultancy Company for the following HSE jobs in BVFCL plants (1) External Safety Audit (2) Hazop Study (3) Quantitative Risk Assessment (4) Review of existing On-site Emergency Plan | As per Annexure-A |

Yours faithfully,
For & on behalf of BVFCL Namrup

(S Sarkar)
Dy. General Manager (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 AN EXPERIENCED & COMPETENT CONSULTANCY COMPANY
FOR CONDUCTING EXTERNAL SAFETY AUDIT
AND
OTHER OBLIGATORY HSE JOBS IN BVFCL NAMRUP

NIT NO.
NAM/TS/02(22)/HSE/18/355 dated 07.02.2019

Phone: 91-0374-2500240

FAX: 91-0374-2500317

Website: <http://bvfc.com>

Note :

- 1.0 Kindly submit your quotation in sealed cover separately for EMD, techno-commercial bid & Price bid as specified at Clause no 7.0 and addressed to the Dy. General Manager (TS) with reference No. and bid closing date & time duly superscribed on the cover, subject to the Commercial terms and conditions and Technical scope attached.
- 2.0 The above reference (**NIT No NAM/TS/02(22)/HSE/18/355 dated 07.02.2019**) must appear on all correspondence and documents.
- 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.
- 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.

Please submit bid to the undersigned within the due date.

For & On behalf of BVFCL Namrup

(S Sarkar)
Dy. General Manager (T.S.)

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BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

TENDER DOCUMENT

FOR

ENGAGEMENT OF AN EXPERIENCED & COMPETENT CONSULTANCY COMPANY FOR CONDUCTING EXTERNAL SAFETY AUDIT AND OTHER OBLIGATORY HSE JOBS IN BVFCL NAMRUP

Sealed Tenders are invited by Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup for *ENGAGEMENT OF AN EXPERIENCED & COMPETENT CONSULTANCY FOR CONDUCTING EXTERNAL SAFETY AUDIT AND OTHER OBLIGATORY HSE JOBS IN BVFCL NAMRUP*.

1.0 BACKGROUND:

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

2.0 OBJECTIVE:

- 2.1 To ensure safe running of the plants and thereby ensuring safety of personnel and equipments.
- 2.2 Compliance of various applicable standards, norms, regulations etc.
- 2.3 To identify process hazards and to review operating condition.
- 2.4 To identify deviation, if any, from the standard operating system and maintenance procedure and standards.
- 2.5 Identify plant condition and operating procedures that could lead to an accident and cause major loss of life and/or property. To suggest remedies for the same.
- 2.6 To ensure that plan as well as actual operation and maintenance procedures match the design intent and standards.
- 2.7 To look for major risk situations and recommend measures to improve overall safety performance of the plants.
- 2.8 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 External Safety Audit:

- 3.1.1 To conduct Safety Audit strictly as per “Code of Practice on Occupational Safety and Health Audit” IS 14489: 1998 of Bureau of Indian Standards, New Delhi. Last Safety Audit was done in 2016.
- 3.1.2 Requirements as per Indian Factories Act 1948 and amendments afterwards, any other relevant acts/rules/norms related to the present assignment will be in the scope of work.
- 3.1.3 The Consultancy Company shall review the Safety Management System, Compliance of statutory requirements, Emergency Planning, Preparedness & Response System, Handling of Hazardous Chemicals, Operating & Maint. Procedure, Fire Hazards etc.
- 3.1.4 Broad points to be covered in Safety Audit are given in Annexure-IV.

3.2 **Hazop Study:**

- 3.2.1 To conduct Hazop Study as per “Hazard Identification and Risk Analysis – Code of Practice” IS 15656: 2006 of Bureau of Indian Standards.
- 3.2.2 The Hazop study is to be conducted by a team led by trained persons knowledgeable in the Hazop technique. The members are to be selected from process operation/maintenance/HSE background. The team members need to be knowledgeable of the process design and/or operation, most should come from the operating facility.
- 3.2.3 Hazop studies are being conducted with the intention to enable the development of recommendations for risk reduction to tolerable levels. These action items should be preferably enhancements to existing safeguards or new safeguards. Typically, the need for them is based on determining the risk of scenarios using risk matrices or layers of protection analysis considering existing safeguards.
- 3.2.4 Broad basis of Hazop Study of BVFCL plants will be –
 - 3.2.4.1 Identification of significant hazards, if any.
 - 3.2.4.2 A detailed, systematic study of the design and outline operating and maintenance procedures to identify the consequences of deviation from design intent.
 - 3.2.4.3 Consideration of existing operating conditions during start-up, shutdown, trips and emergencies being followed by the company.
 - 3.2.4.4 Consideration of potential exposure of employees to harmful effects during routine operations including maintenance.
 - 3.2.4.5 Review of hazard study documentation and how the proposal addresses the hazards and objectives stated at that stage.
 - 3.2.4.6 Consideration of any impact (either safety, health), which the company may have either on-site or off-site. List of scenarios and the consequences such as Leakage, Fire, and other emergencies (such as chemical, medical etc).
 - 3.2.4.7 A review of the measures proposed to prevent employees being exposed to hazards.

3.3 **Quantitative Risk Assessment (QRA):**

- 3.3.1 To conduct Quantitative Risk Assessment Study for the BVFCL plants.
- 3.3.2 Identify the hazards & assess Maximum Credible Loss Scenario for the major plants.
- 3.3.3 The consequence analysis of the Scenario using suitable software. The frequency of occurrences of Scenario would be found out for assessing the risk.
- 3.3.4 Broad basis of QRA Study of BVFCL plants will be –

- 3.3.4.1 Identify potential Risk and emergency situation & areas.
- 3.3.4.2 List of scenarios and the consequences such as Leakage, Fire, and other emergencies (such as chemical, medical etc).
- 3.3.4.3 Review of Basic Data about operation and maintenance practice and how the plan addresses the hazards and objectives stated at different stages.
- 3.3.4.4 Identification of significant hazards with special attention being paid to loss of man and material.
- 3.3.4.5 A review of the measures proposed to prevent employees being exposed to hazards. Description of the hazard identification, risk assessment and control process
- 3.3.4.6 Establishment of Mitigation Requirements including response equipments.
- 3.3.4.7 Preparing the consequence or severity for each identified hazard.
- 3.3.4.8 Establish the likelihood/probability of the consequence occurring for each identified Hazard. Use a 'risk matrix' to assign a score for each identified hazard.
- 3.3.4.9 Chemical dispersion modeling through a appropriate software.

3.4 Review of On Site Emergency Plan:

- 3.4.1 Review of the on-site emergency plan prepared in-house and scrutiny/updation/modification of the same if required as per latest norms.
- 3.4.2 The existing plan is to be reviewed and updated.
- 3.4.3 Updated report is to be submitted by the Consultancy Company.

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:

- 5.1 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.
- 5.2 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.
- 5.3 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:**

7.1 Documents are required to be submitted both in the physical form in sealed envelopes and also through online mode. Please go to <http://bvfc1.etenders.in/> for further details regarding submission of online bids. The hard copies of the offers is to be submitted in sealed envelopes as stated in Clause No. 7.2 & 7.3 and superscribed “*ENGAGEMENT OF AN EXPERIENCED & COMPETENT CONSULTANCY FOR CONDUCTING EXTERNAL SAFETY AUDIT AND OTHER OBLIGATORY HSE JOBS IN BVFCL NAMRUP*” containing the following three separate sealed identifiable envelopes:

Part-I : EMD of Rs.10,000/- (rupees ten thousand only) in the form of account payee Demand Draft drawn in favour of “Brahmaputra Valley Fertilizer Corporation Limited, Namrup”, payable at Namrup or BG for equivalent amount from a Nationalized Bank/Scheduled Bank, valid for one year, shall only be acceptable.

Part-II : Techno-Commercial Un-priced Bid with a list of deviations, if any.

Part-III : Price Bid.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened, in case it is received late.

Note:

- (a) The Techno-Commercial Un-priced Bid of only those Bidders shall be opened, whose EMD is found in order.
- (b) The price bid of only those Bidders, who fulfill the selection criteria of techno-commercial terms, shall be opened in the presence of the authorized representatives, who choose to be present at a pre-determined time & date of opening, with prior information to such qualified Bidders.

7.2 **Part-I: Earnest Money Deposit (EMD)**

7.2.1 The bid shall be accompanied by specified EMD. The EMD shall be submitted in a separate cover legibly marked with “**Envelope A:** Part-I EMD, NIT Number & Bid due date”.

7.2.2 The envelope containing the EMD will be opened before opening of Part-II. The opening of Part- II is dependent on the acceptance of the EMD with respect to EMD amount.

7.2.3 Those who are registered with the National Small Industries Corporation (NSIC) or MSME and state/Central PSUs are exempted from paying EMD, provided they request for the same in writing and enclose supporting documents. The monetary limit indicated in the NSIC registration certificate should cover the value of items ordered. Registration Certificate should be valid as on the date of order. Photocopy of valid NSIC registration certificate is to be submitted in support.

Part-II: Technical and Un-priced Commercial Bid

The Technical and un-priced commercial bid which shall be submitted in a separate sealed cover legibly marked with “**Envelop B:** Part-II: technical & Un-priced Commercial Bid, NIT Number & Bid due date” and shall include, but not limited to the information sought and any other additional information considered necessary by BVFCL, as a part of Bid.

Part-III: Price Bid

The Price bid shall be submitted in a separate sealed cover legibly marked with “**Envelop C:** Part-III – Price Bid, NIT Number, Bid due date” Priced bid should include the bid price in the price schedule format enclosed as Annexure-I and it shall not contain any conditions/deviations whatsoever.

- 7.3 All the above three envelopes (Envelope A, B & C) containing Bid parts I, II & III shall be sealed individually and these sealed envelopes shall be put together in a 4th envelope called outer envelope.

The outer envelope shall be sealed properly and to be addressed to:-

Dy. General Manager (T.S.)
BVFCL Namrup
P.O. – Parbatpur, Dist. – Dibrugarh Assam 786623
Phone № 9531060067

and bear the title “**ENGAGEMENT OF AN EXPERIENCED & COMPETENT CONSULTANCY COMPANY FOR CONDUCTING EXTERNAL SAFETY AUDIT AND OTHER OBLIGATORY HSE JOBS IN BVFCL NAMRUP**”, NIT №, Bid closing date” & “**Do not open before 3.30 PM of 15th March 2019**”

- 7.4 The outer envelope shall indicate the name and address of the Bidder to enable the bid be returned unopened in case it is received after due date/ time of opening the Bid.

8. ELIGIBILITY CRITERIA FOR BIDDING:

- 8.1 Bidders shall be registered in India.
- 8.2 The Bidder must have successfully completed at least 2 (two) Safety Audits, 2 (two) Hazop Study and 2 (two) QRA in large PSU/Pvt. Sector industries in Fertilizer/ Refinery/Petrochemicals/Steel/Power sector etc. in India during the last 3 (three) financial years i.e. 2015-16 onwards.
- 8.3 Bidders are to propose a team of its personnel, alongwith their educational qualification and past work experience, eligibility etc. who will be executing the job and they have to be amply qualified and experienced in conducting safety audit, Hazop study & QRA in large industries.
- 8.4 The Bidder shall ensure financial standing through Annual Report (profit & Loss Account) for the last three financial years by enclosing copies.
- 8.5 Statutory requirements such as GST registration, MSME certificate, PAN, TAN etc. whichever applicable is to be submitted alongwith the Bids.

9. PERIOD OF CONSULTANCY:

The assignment is to be completed in all respect in the shortest possible time but not later than **5 (five) months** 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. Separate Draft Reports for Safety Audit, Hazop Study Report, QRA & On-site Emergency Plan is to be preferably submitted before

submission of the final report and number of site visits required may be mentioned in the offer.

10. FEES AND PAYMENT TERMS:

- i. Fees to be quoted on lump-sum basis separately for Safety Audit, Hazop Study, QRA & On-site Emergency Plan vetting as per proforma for Price Bid given in Annexure-I.
- ii. No amount as advance shall be paid to the successful bidder.
- iii. 100% of the Work Order value will be released after receipt of Invoice along with hard copies of the final reports as specified at *clause 19.0*.
- iv. Statutory dues, taxes etc, if applicable, will be deducted at source.
- v. Any clarification required from the Consultancy Company regarding the Invoice submitted will be preferably sought in one go and within 10 days of receipt of the Invoice and the Consultancy Company have to submit the clarification within 10 days of receipt of the query from BVFCL.
- vi. After receipt of all the clarifications to the satisfaction of the Company, the Invoice will be normally forwarded to the Finance Dept. within seven days for release of payment and the payment is expected to be released by 30 days of receipt of the certified Invoice by Finance Dept.
- vii. In case of disagreement between the Consultancy Company and BVFCL on any part of the Invoice, such part of the Invoice may be severed from the rest and payment against the agreed admissible part may be processed as per laid down procedure, while the disputed part will be dealt as per terms and conditions of the contract.
- viii. Payments shall be effected through electronic transfer only. So the selected Consultancy Company to submit Bank Account details along with their Invoices and GST registration certificate.

11. TAXES & DUTIES, INCOME TAX, CESS, GST OR ANY OTHER LEVIES:

GST as applicable shall be indicated separately in Invoice and shall be paid extra. All other taxes/duties applicable are to be included in the quoted price. Any variation in other taxes/duties during contract period (except GST) shall be borne by the Consultancy Company.

BVFCL shall not be responsible for the Income tax liability of the Consultancy Company 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 rules, prevailing from time to time on schedule of prices. Income Tax will be deducted on all payments made.

12. SECURITY DEPOSIT:

- i. The successful Bidder shall be required to deposit Security Money equivalent to 10% of the Work Order value. The EMD amount deposited by the successful Bidder may be adjusted towards the Security Deposit, if desired. The amount shall be deposited within 15 days of receipt of Lol/Work Order by way of Demand Draft/Bank Guarantee, refundable after 90 days of 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.
- ii. Those who are registered with the National Small Industries Corporation (NSIC), MSME etc. and State/Central PSUs are exempted from paying PBG & EMD, provided they request for the same in writing and enclose supporting documents.

13. 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. 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. 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. 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 Consultant 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 members. 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. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

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

- ☐ Invoices - original + 2 copies
- ☐ Reports/Documents supporting the claim.

17. 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. 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. SUBMISSION OF REPORT:

The Consultancy Company shall submit 1(one) set 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 from BVFCL, **5(five) copies each of the final reports in spiral/hard bound form** to be submitted separately along with soft copy (pdf & word/excel) for reproduction as and when required by BVFCL. Final Report is to be submitted after receipt of BVFCL's comments on Draft Report, which is to be duly signed with date and stamped by the lead member on behalf of the Consultant.

20. 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. 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 Consultant 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 Consultant, 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 Consultant.

22. 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. LIABILITY:

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

If the conduct of the Consultant 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 Consultant.

The Consultant 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 Consultant or any of the Consultant's personnel within the scope of the obligations of the Consultant, 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. INSURANCE:

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

25. 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.

26. PRICE REDUCTION CLAUSE:

Timely preparation and submission of report shall be the essence of contract. In the event of delay attributable to the Consultant, 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.

27. DISPUTE RESOLUTION AND ARBITRATION:

- 27.1 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.
- 27.2 The authority to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.
- 27.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.
- 27.4 In case of PSU and govt. depts., the arbitration procedure will be as per the Permanent Machinery of Arbitrator (PMA) of DPE.

28. SUBMISSION OF BID:

The interested parties shall submit their bids (**both in sealed hard cover and electronic mode**), with details of plan for undertaking the above assignment. They shall submit details of their Company Profile and the list of such assignments undertaken by them, as specified. *In view of remote location, Bidders may send the hard signed copies of their offers well before due date and track the consignment to ensure timely delivery.*

Reputed Consultancy Companies, interested in providing consultancy for the above mentioned scope of work are invited to submit their Bids on their own letter head.

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

- 28.1.1 Profile of the company: Full particulars of the constitution, ownership and main business activities of the Consultancy Company covering, inter-

- alia, its global operations, including presence in India.
- 28.1.2 Brief resume of team members highlighting experience especially relevant to the subject.
- 28.1.3 Complete NIT documents duly signed and stamped confirming acceptance of all terms & conditions of the NIT.
- 28.1.4 Confirmation of terms and conditions ([Annexure-II](#)) duly filled in, signed and stamped supported with all relevant documents.
- 28.1.5 Un-priced copy of price bid duly signed & stamped as per [Annexure-I](#).
- 28.1.6 Power of attorney to the signatory for signing the bid document
- 28.1.7 Any other document as per the requirement specified in the NIT.
- 28.1.8 PAN No, TAN No and Service Tax Registration Number
- 28.1.9 An undertaking to the effect that
- Being a competent agency for all the jobs as per Gol directives/rules/Acts, as on the date of submission of Bid.
 - No investigation by a regulatory authority is pending against them; and
 - 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 company, full details of such investigation and other relevant information should be disclosed to the satisfaction of the company.
- 28.2 Bidders shall be required to deposit along with their Bid, a refundable earnest money deposit as at [Clause No. 8.3](#) above. In case of successful Bidders, the EMD may be adjusted against security deposit.
- 28.3 Validity of the bid is to be 90 days from the proposed date of opening of the Techno Commercial bid.
- 28.4 Bids shall be opened at in presence of the Bidders or their authorized representatives who may like to be present. The date of opening of price bid shall be intimated later.
- 28.5 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.
- 28.6 The entire bid including supporting documents are to be submitted through e tender mode also (in addition to normal hard copies) and interested parties may contact the designated company site <http://bvfc1.etenders.in/> for registration, bid preparation etc. for online bid submission. Contact details are as given below:

For Help Desk Support Calls

Nextenders (India) Pvt. Ltd.

Contact No : 020 -25315555 Ext no 8 then 6

Support Timings: Monday to Friday (9 AM to 8 PM) Saturday (9 AM to 6 PM)

Mr. Nabajyoti Talukdar: +91 9864271879, Mr. Arup Das: +91 9864164500

E-mail : support.assam@nextenders.com

E-mail : info@bvfc1.co.in

28.7 The bidders shall sign all pages of the NIT and submit as a token of acceptance of all the terms of the assignment.

For any clarifications with regard to this tender, the same can be obtained from/discussed with Ms Gayatree Das, Asstt. Plant Manager, BVFCL NAMRUP (Assam) (Mobile #: +917002111673), e-mail id: corporate@bvfc1.co.in and ssarkar@bvfc1.co.in.

29. WORK ORDER / LETTER OF INTENT:

- 29.1 BVFCL will award the Work Order / Letter of Intent to the successful bidder who is determined as the techno commercially acceptable lowest bidder. The negotiation may be held with the lowest bidder if deemed necessary prior to issuance of Work Order/Letter of Intent (Lol).
- 29.2 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/Lol is accepted unconditionally.

30. LIST OF ANNEXURES:

- 29.3 Annexure-I : Price Schedule proforma
- 29.4 Annexure-II : Confirmation of acceptance of terms & conditions of NIT
- 29.5 Annexure-III : Overview of BVFCL Namrup
- 29.1 Annexure-IV : Broad scope of work.

(S Sarkar)
Dy. General Manager

ANNEXURE-I**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. | Lumpsum fees for conducting External Safety Audit. | | |
| B. | Lumpsum fees for conducting HAZOP Study. | | |
| C. | Lumpsum fees for conducting Quantitative Risk Assessment | | |
| D. | Lumpsum fees for Review of existing On-site Emergency Plan | | |
| E. | Total GST @ _____% extra | | |
| 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. Travelling & other expenses are to be included in lumpsum fees. The above jobs will not be split between more than one parties.

AUTHORISED SIGNATORY OF THE BIDDER:

Name :
 Designation :
 Date :

ANNEXURE-II**CONFIRMATION OF TERMS AND CONDITIONS**NIT No
Name of the Bidder
Offer NoName 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 service tax included in price schedule. Service tax is indicated separately in price schedule. | CONFIRMED |
| 4. | Validity of bid: as per clause 28.3 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 all certificates as per clause 28 of the bid document | CONFIRMED |
| 11. | Documents in support of Eligibility criteria in Clause 8.0 | FURNISHED |
| 12. | PAN , TAN No & other statutory requirement details | FURNISHED |
| 13. | Address of the income tax counter where the bidder file their income tax return | FURNISHED |
| 14. | Service tax 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 1969 was later transferred to HFCL during reorganization of FCI and has been closed. This unit has since been dismantled and disposed.
3. BVFCL Namrup is a completely based on natural gas as feed and fuel for 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 2167 MTPD of Urea (Namrup-II: 1000 MTPD & Namrup-III: 1167 MTPD) and commenced production in phases i.e. in 1976 as Namrup-II group & in 1987 as Namrup-III group of plants.
5. 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 infrastructure facilities.
6. Namrup-II and Namrup-III plants were revamped during the years 1998 to 2005 with lowered rated annual production capacities and limited scope only to bring in stability/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.
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.
8. Total number of regular employees is 599 as on date.

[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 |
| 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 |