

Government of India
Department of Atomic Energy
Nuclear Fuel Complex
Effluent Management Section

Phone : 040-27183253
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PUBLIC TENDER NOTICE

Ref No. : NFC/EM/MgCl₂ Gr.I&II/2018/01

Date : 12.07.2018

On behalf of the President of India, Sr. Manager, Effluent Management Section (EM), Nuclear Fuel Complex, Department of Atomic Energy, ECIL (Post), Hyderabad – 500 062, invites sealed tenders for buying the following effluent from NFC on “As is where is condition” for a period of **36 months** (3 years) from the date of the issue of the sale order.

SNo	Tender No.	Name of effluent	Qty. offered	E M D (Rs.)
1	NFC/EM/MgCl₂Gr.I&II/2018/01	MgCl ₂ Gr. I&II in 4:1 ratio from ZSP	138 MT (GrI+GrII) per month	Rs. 1,07,640 /-

Period for sale of Tender document	16.07.2018 to 04.08.2018
Last date for sale of Tender documents	04.08.2018
Last date for receipt of filled in Tender documents	10.08.2018 up to 16.00 hrs
Date and Time of Opening of Tender documents	11.08.2018 at 14.00 hrs

Tender documents priced at **Rs. 1500/- (Rupees One Thousand Five Hundred only)** can be obtained in person or by post from the office of Sr Manager, Effluent Management Section, Nuclear Fuel Complex, ECIL Post, Hyderabad – 500 062 between 10:00 hrs and 16:00 hrs on all working days (Contact Phone Nos. 040-2718- 3253 / 3268 / 4206). Request in writing on the letter Head of the firm for purchase of tender documents should be accompanied by an account payee demand draft drawn on SBI, NFC Branch, Code No.9071 or on any scheduled Bank, payable at Hyderabad in favor of “Pay & Accounts Officer, Nuclear Fuel complex, Hyderabad”

It may also be noted that, if the last date fixed for tender sale and or the date fixed for tender receipt and opening happens to be a non working day for NFC, the same will stand postponed to the next working day. Tenderer is advised to collect the tender documents and submit the filled up tenders, in person to avoid delays / loss in transit by courier / post. The seller will not be responsible for any loss in transit / delays by Post / courier for the receipt of request for tender documents / filled up Tenders. NFC reserves the rights to accept or reject the lowest or any tender in part or full without assigning any reason. For further details visit our web site at www.nfc.gov.in. Tender can also be downloaded from our web site. However, all such tenders downloaded from website should be accompanied by a DD of Rs. 1500/- separately against the cost of tender documents.

Yours faithfully,

(R.V.R.L. Visweswara Rao)
Sr. Manager
Effluent Management Section
For and on behalf of the President of India

**Government of India
Department of Atomic Energy
Nuclear Fuel Complex
Effluent Management Section**

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Ref No: NFC/EM/MgCl₂Gr.I&II/2018/01

Dated 12.07.2018

On behalf of the President of India, Sr. Manager, Effluent Management Section (EM), Nuclear Fuel Complex (NFC), Department of Atomic Energy, Government of India, ECIL (PO), Hyderabad - 500 062, hereby invites tenders for buying the following effluent for a period of **36 months** (3 years) from the date of the issue of the sale order from firms having valid CFO from state PCB only, subject to the following terms and conditions:

Name of the Effluent	Quantity offered for Sale	Composition of the material*	
MgCl₂ (Grade I) & (Grade II) in 4:1 ratio	Total 138 MT per month	MgCl₂ (Grade I)	
	110 MT of MgCl₂ (Grade I) with 28 MT of MgCl₂(Grade II) per month	MgCl ₂ Moisture & Volatiles	: > 99% : < 1%
		MgCl₂ (Grade II)	
		MgCl ₂ Magnesium Zirconium Moisture & Volatiles	: >90% : <5% : <1% : <5%

* **Composition of the material is tentative and may vary based on the actual production**

EMD Rs. 1,07,640 /- (Rupees One Lakhs Seven Thousand Six Hundred Forty Only) shall be submitted along with your offer by a DD drawn on SBI, NFC Branch, Code No.9071 or on any Scheduled Bank, payable at Hyderabad without any deduction towards I.T. / D.D. commission charges, in favor of "Pay & Accounts Officer, Nuclear Fuel Complex, Hyderabad".

1 DETAILS ABOUT THE EFFLUENT

Material: The effluent contains useful chemicals which can be recovered and re-used.

For every one ton of sale order quantity, 0.8 MT of MgCl₂ Grade I material and 0.2 MT of MgCl₂ Grade II material shall be given, both packed separately.

Source: The effluent is generated during the production process at ZSP and will be directly disposed of in packed condition. **Packing charges are extra @ Rs. 1804/- (Rupees One Thousand Eight Hundred Four only) per metric ton.**

Inspection: For inspection of material, interested parties may contact Sr. Manager, EM, NFC, Hyderabad-500062, between 10:00 hrs and 16:00 hrs on all working days (Contact Phone Nos. 040-2718- 3253/3268/4206).

Storage & Collection: Successful tenderer shall arrange for collection of the material from NFC premises for about 6 times in a month using their own **Manpower** and **Transport**. It will be deemed as a failure of performance if the collection schedule is not adhered to.

2 CONDITIONS FOR LIFTING OF MATERIAL

NFC reserves the right to enter into parallel contracts with more than one tenderer for the same item.

It is the responsibility of the successful tenderer to collect the material offered from the effluent generating plant in NFC, either directly or through the authorized agents with prior approval of NFC and after complying with necessary procedures.

Only the parties enclosing the following certificates / licenses along with the tender will be considered:

- i) **State Pollution Control Board's Clearance: A copy of Valid Consent order For Operation (CFO) obtained from State Pollution Control Board.**
- ii) **State Industrial License Registrars certificate to operate the Industry**

The successful tenderers are solely responsible for any accident, spillage, pollution, etc. taking place either at NFC premises while lifting the material or during transportation or while storing / processing / disposing at their premises.

The composition / concentration is only indicative and variation may be there. The quantities offered for disposal as shown above are approximate and may vary. However the quantity can be increased / decreased depending on the availability of the material.

The tenderer is required to supply all the information asked for in **Annexure I**, in the absence of which, their offer shall be invalid.

Payment for material: After acceptance of the tender, the successful tenderer should lift the entire quantity of materials offered as per the sale order and agreed delivery schedule. Based on the availability of material, the successful tenderer should make the payment to NFC in advance for lifting the material.

3 HOW TO BID

The duly filled in tenders along with the documents mentioned at **2** (above) and **Annexure I** should be submitted in sealed cover within the stipulated time, addressed to :

**Sr. Manager
Effluent Management Section
Nuclear Fuel Complex
ECIL (POST)
HYDERABAD – 500 062**

The offer should be signed by a competent authority or attorney vested with power to sign contracts in the case of private and public limited companies. In the case of proprietary concern, it should be signed by the proprietor or his authorized attorney. In the case of partnership firm, it should be signed by the managing partner or his authorized attorney.

It may also be noted that, if the last date fixed for tender sale and / or the date fixed for tender receipt and opening happens to a non working day for NFC, the same will stand postponed to the next working day.

The sealed tenders should reach the office of Sr. Manager, Effluent Management Section, NFC by 16:00 hrs on 10.08.2018.

The Earnest Money Deposit submitted along with the offer shall bear no interest to the tenderer and in case of unsuccessful tenderers, it shall be released only after finalisation of the tender. The EMD will be retained as a part of Security Deposit in the case of successful tenderers.

The tenderer shall keep their offer open for acceptance for a minimum period of six months from the date of opening of the tender.

The tenderer should commit minimum quantity they can lift every month.

The rate should be quoted per Metric Ton basis and the rate quoted shall be firm and binding. The tenderer shall have no option to revise the rate on the lower side during the validity of offer and during the currency of the contract.

The Quotation from each tenderer shall be on one metric ton (1 MT) basis where one MT comprises of 0.8 MT of Mg Cl₂ Grade I material and 0.2 MT of Mg Cl₂ Grade II material i.e. the quotation shall be for both the materials together and not separately for each grade. However both will be separately packed and given.

It is the responsibility of the tenderer to safely dispose of the wastes in a suitable manner in keeping with the standards laid down by the State Pollution Control Board and other regulatory agencies.

Inspectors of Health Physics Unit of Bhabha Atomic Research Centre stationed at NFC & Safety Engineering division of NFC may monitor the premises of purchaser with or without prior notice in order to ensure that safety regulations as specified are adhered to by purchaser.

4 RATES, TAXES, LEVIES, ETC:

Quotation should be for **basic price** only in both **figures** and **words**. Over and above the basic rate quoted by the tenderer, the packing charges @ Rs 1804 / MT are extra to be paid by the tenderer.

In addition to the above GST @ 18% [HSN code of the material : 28273100] will be charged extra as fixed by Government Of India at the time of lifting the effluent on each occasion and the tenderer shall pay the applicable tax.

5 TENDERER'S RESPONSIBILITY:

After acceptance of tender, if the successful tenderer declines to enter into a contract for the purchase of material during or extended validity period of the offer or fails to comply with the required procedures / rules and regulations for purchasing and lifting the materials, the EMD submitted along with the tender shall be forfeited in addition to, without prejudice to NFC's right, other remedies as NFC deems fit may take action against such tenderer.

6 SECURITY:

NFC is a High Security & Prohibited area and as such, security arrangements are looked after by Central Industrial Security Force (CISF). Personnel and visitors entering NFC premises are to strictly follow the security stipulations.

Successful tenderer's personnel including Driver / Cleaner / Supervisor will be allowed only on production of valid entry permit. For permitting trucks / tankers inside NFC, all the necessary vehicle documents must be complete in all respects and valid.

7 **GENERAL CONDITIONS:**

NFC does not undertake to give any guarantee to the successful tenderer for issue of material as per the sale order quantity. However, all efforts will be made by NFC to issue the material as per the sale order.

NFC shall not be liable for delay in performance of the contract resulting from or contributed to by circumstances beyond the control of NFC such as fire, explosion, accident in plant or equipment, riots, war or national emergency, labour disputes of any kind, etc.

NFC retains the right to terminate the contract in the interest of the Government at any time during the currency of the contract without assigning any reasons whatsoever.

Any question of difference or dispute arising out of the proposed running contract shall be left to the sole arbitration of the Chief Executive, Nuclear Fuel Complex or his nominee and any decision taken by the Chief Executive, Nuclear Fuel Complex or his nominee notwithstanding that he or his nominee is a Government servant, shall be final, conclusive and binding on both the tenderer and NFC.

NFC's responsibility shall cease the moment the material is collected from the plant by the successful tenderer or his authorized agent.

8 **SECURITY DEPOSIT:**

i) The Contract shall become effective only when the successful tenderer remits the required amount intimated at the time of finalization of the contract towards the security deposit. In addition a Performance Bond for an amount equivalent to 5% of the total cost of Effluent also should be submitted (format enclosed).

ii) Within 10 (ten) days of receipt of intimation of acceptance of tender, the successful tenderers should submit **5% of the cost of sale order quantity for a period of one year as security deposit & 5% of the cost of sale order quantity for a period of one year as Performance Bond Guarantee** by means of crossed demand draft drawn in favour of the **Pay and Accounts Officer, Nuclear Fuel Complex, Hyderabad**. The deposit shall not bear any interest and shall be retained by Pay & Accounts Officer, NFC till the satisfactory completion of the contract. Failure to remit the security deposit and performance bond will entail forfeiture of the EMD, without any prejudice to the rights or remedies available to the department against the successful tenderer. The security deposit will be refunded on receipt of a certificate from incharge of Effluent Management Section for the satisfactory performance of the contract.

iii) During the currency of the contract, if the successful tenderer is adjudged bankrupt or if he made a general assignment for the benefit of his creditors or if a receiver should be appointed for any reason or the successful tenderer winds up his establishment or goes into liquidation on account of insolvency, or if he refused to comply with any of the conditions of the contract either in part or in full, NFC shall forfeit the total security deposit & PBG amounts. This clause does not curtail or prejudice any of the rights or remedies NFC may deem if fit to take against the successful tenderer.

Yours faithfully,

(R.V.R.L. Visweswara Rao)
Sr. Manager
Effluent Management Section
For and on behalf of the President of India

ANNEXURE – I

INFORMATION TO BE SUPPLIED BY THE TENDERER

S.No	Description	Tenderer's Response
1.	Tenderer's name & address with telephone number, e-mail & Fax	:
2.	Factory address and Telephone number	:
3.	Name of the concerned person who will represent the Tenderer along with Telephone Number and e-mail address	:
4.	End use of the effluent being purchased from NFC	:
5.	Whether the factory is owned or leased by the Tenderer.	:
6.	Financial status of the Tenderer. If mortgaged, name of the financier. (i.e Banks, TSIDC, APSSIDC, etc.) ?	:
7.	Current status of the Tenderer. If working, details of the products being produced.	:
8.	Facilities at the factory i) Plant area ii) Open land iii) Details of Equipment / Storage tanks, processing capacity etc., iv) Details of previous experience in handling chemicals/effluents.	:
9.	Permanent Account Number (PAN) allotted by Income Tax Dept. (Enclose latest Income Tax Clearance Certificate)	:
10.	GSTIN Number. Please attach GST certificate	:

11.	Any transportation facilities like truck, tanker, tractor, etc. available with the Tenderer. i) if yes, their registration and their capacities i) If no, how the material is proposed to be transported from NFC ?	
12.	Is the Tenderer ready to collect the material immediately from the date of agreement / Sale order? If not, the probable date of collection of material from the date of agreement / Sale order ?	
13.	Does the purchaser have the clearance from the State Pollution Control Board for all the products against which they have quoted? (Enclose copy of the CFO)	

DECLARATION

I hereby solemnly state and declare that the information furnished above is correct and true to the best of my knowledge and belief.

(Signature)

Name & Signature of the Tenderer

Place :

Date :

PERFORMANCE BOND

The President of India
(acting through _____)

Department of Atomic Energy
Government of India,
Nuclear Fuel Complex
ECIL Post, HYDERABAD – 500 062

1. Whereas on or about the _____ day of _____ 20__ M/s. _____ a company registered under the Companies Act 1913/1956 and having its registered office at _____ (hereinafter referred to as “The Contractor”) entered into an agreement bearing No. _____ (hereinafter referred to as “The Contract”) with the President of India, acting through _____, Department of Atomic Energy, Government of India, Nuclear Fuel Complex, Hyderabad (hereinafter referred to as “The Government”) for _____ (hereinafter referred to as the Agreement).

2. And whereas under the terms and condition of the contract an amount of Rs. _____ (Rupees _____ only) representing balance. _____ percent payment out of the total value of the contract i.e. Rs. _____ (Rupees _____ only) is to be paid to the Contractor on the final acceptance of the Sale Order and on the Contractor furnishing a Bank Guarantee in a manner herein contained duly executed by a Scheduled/Nationalized Bank towards satisfactory performance of the Contract during the warranty period viz. _____ months from the date of agreement of the said Contract or _____ months from the date of despatch of the last lot of consignment whichever is earlier.

3. Now we, the _____ (Bank) in consideration of the promises and the payment of the said sum of Rs. _____ (Rupees _____ only) by the Government to the Contractor do hereby agree and undertake to pay to the _____, Department of Atomic Energy, Government of India, Nuclear Fuel Complex, Hyderabad, the amount due and payable under the guarantee without any demur, merely on a demand from the _____, Department of Atomic Energy, Nuclear Fuel Complex, Hyderabad stating that the amount claimed is due by way of loss or damage caused to or suffered by the Government by reason of unsatisfactory performance of the Contract during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractors, in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/s shall have no claim against us for making such payment.

5. We hereby further agree that the decision of the _____, Department of Atomic Energy, Govt. of India, Nuclear Fuel Complex, Hyderabad as to whether the said Contract is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Government on account of unsatisfactory performance of the said Contract shall be final and binding on us.

6. And we, the _____ (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any agreement between the Government and the Contractor whether with or without our knowledge and / or consent or by reason of the Government showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/s.

8. Our Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from that date, all rights of the Government under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated _____ day of _____ 20_____.

for _____

(Name of the Bank)

Nuclear Fuel Complex
Effluent Management Section

From:

M/s. _____

To:

Sr. Manager
Effluent Management Section
Nuclear Fuel Complex
Hyderabad – 500 062**Sub:- Sale of Magnesium chloride (Gr- I &II) in 4 : 1 Ratio from ZSP, NFC.**

We submit our offer for the above-referred item, as below:

Effluent	Nominal * Composition	Unit	Rate ** (in figures & words) (Rs. per MT)	Quantity committed to be lifted per month
MgCl₂(Grade I) with MgCl₂(Grade II) in 4:1 ratio	MgCl₂(Grade I) MgCl ₂ : > 99% Moisture & Volatiles : < 1%	MT	Rs _____	
	MgCl₂(Grade II) MgCl ₂ : >90% Magnesium : < 5% Zirconium : <1% Moisture & Volatiles : <5%		Rupees _____ _____ _____ _____	

The Quotation from each tenderer shall be on one metric ton (1 MT) basis comprising 0.8 MT of Mg Cl₂ Grade I material and 0.2 MT of Mg Cl₂ Grade II material i.e. the quotation shall be for both the materials together and not separately for each grade. However both will be separately packed.

* Composition / specification of the Effluent as mentioned above are only indicative and are likely to vary.

** Packing charges (@ Rs 1804 per MT), GST (@ 18%) etc. are to be paid extra by the tenderer.

DD of value Rs _____ No. _____ Dt. _____ is enclosed.

Yours faithfully,

Tenderer's Name / Seal / Signature