

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

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PUBLIC TENDER NOTICE

Public Tender Notice No. NFC/EM/PT/ANAS-ZOP/2018

On behalf of the President of India, Sr. Manager (EM section), 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 **07 months or up to 27.04.2019 which ever is earlier.**

S No	Tender No.	Name of effluent	Qty. offered	E M D
1	NFC/EM/PT/ ANAS-ZOP/2018	Ammonium Nitrate Ammonium Sulphate from ZOP	1300KL per month	Rs. 83,910/-

Dates for sale of Tender documents	12.09.2018
Last date for receipt of filled in Tender documents	18.09.2018 up to 12.00 hrs
Date and Time of Opening of Tender documents	18.09.2018 at 14.00 hrs

Tender documents priced at Rs.500/- (Rupees five hundred only) can be obtained from the office of SM/EM, Nuclear Fuel Complex, ECIL Post, Hyderabad – 500 062 between 11:00 hrs and 16:00 hrs on all working days (Contact Phone Nos. 040-27184955 040-27183268/3294). 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 a non working day for NFC, the same will stand postponed to the next working day. Tenderers are 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.

Sr. Manager, EM Section
For and on behalf of the President of India

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Public Tender No: NFC/EM/PT/ANAS-ZOP/2018

On behalf of the President of India, Sr. Manager (EM section), Nuclear Fuel Complex Department of Atomic Energy, Government of India, ECIL (PO), Hyderabad - 500 062, hereby invites tenders for buying the following Effluent for a period of **07 months or up to 27.04.2019 which ever is earlier** from the date of the issue of the sale order, from actual users only, subject to the following terms and conditions:

Name of the Effluent	Quantity offered for Sale	Nominal composition (The composition of the material varies)
Ammonium Nitrate Ammonium Sulphate from ZOP	1300 KL per month	Ammonium Nitrate:120-275gpl Ammonium Sulphate: 10-30gpl Turbidity : 40 NTU (Max)

Rs.83,910/- (Rupees Eighty Three Thousand Nine Hundred Ten only) towards EMD 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 favour of “Pay & Accounts Officer, Nuclear Fuel Complex, Hyderabad”.

The price quoted should be on prorata basis taking 120gpl concentration for Ammonium Nitrate & Ammonium Sulphate (TDS) as base Concentration.

1.0 DETAILS ABOUT THE EFFLUENT

Material: The effluent is loaded with useful chemicals which can be recovered and re-used.

Source: The effluents are generated in the process of production at ZOP and are directly disposed of in "as is where is' condition.

Inspection: For inspection of material, interested parties may contact Sr. Manager, EM, NFC, Hyderabad.

Storage & Collection: Prospective purchaser shall arrange for collection of the material every day at NFC premises, using the purchaser’s manpower and transport. It will be deemed as a failure performance if the collection schedule is not adhered to.

2.0 CONDITIONS FOR LIFTING OF MATERIAL

NFC reserves the right to enter into parallel contracts with more than one tenderer for sale / disposal of the tendered quantity.

The distribution of the effluent quantities among various firms shall be done based on the following.

i) Initial rate offered in the quotation & ii) Quantity requested by the firms in their respective quotations.

However the quantity allotted will be limited to the maximum processing capacity of the firm as assessed by NFC officials.

NFC reserves the right in allocation of quantities to various firms and any further claims will not be entertained.

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, after complying with necessary formalities.

Only the parties having the following clearance certificates / licenses will be considered and the firms are requested to submit the copies of the same along with the tender documents.

- i) **License to convert melt to solid and vice versa and possess for sale of Ammonium Nitrate from Petroleum and Explosive Safety Organization (PESO).**
- ii) **State Pollution Control Board's Clearance- valid consent order copy obtained for the operation of the firm from state pollution control board.**
- iii) **State Industrial Licence Registrars certificate to operate the Industry**

As the material is Nitrate bearing, it is the responsibility of the purchaser to handle and transport it safely. The tenderers are solely responsible for any accident, pollution, etc. taking place either at NFC while lifting the materials 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 quantity can be increased depending on the availability of the material.

After placement of order on successful bidder, If the buyer without assigning any valid reasons stops buying the material or buys only a fraction of the contracted quantity for a continuous period of seven days, it will be presumed that he rescinded the contract de facto. And the seller may take any penal action as deemed fit including cancellation of contract after forfeiting the total Security Deposit & Performance Bond amounts.

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

Payment for material: After acceptance of the tender, the tenderer should lift the entire quantity of materials offered as per the agreed delivery schedule. Based on availability of material, the tenderer should remit the cost of material.

3.0 HOW TO BID:

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

Sr. Manager (EM)
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 authorised attorney. In the case of partnership firm, it should be signed by the managing partner or his authorised attorney.

The sealed tenders should reach the office of Sr. Manager (EM), NFC by 12:00 hrs on **18.09.2018**.

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 three months from the date of opening of the tender.

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

The rate should be quoted per Kilo Liter(KL) 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.

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 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.

4.0 **RATES, TAXES, LEVIES, ETC:**

Quotation should be for basic price only in both figures and words.

In addition to the above GST @ 18% [HSN code of the material : 28342990] or as applicable 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.

5.0 **TENDERER'S RESPONSIBILITY:**

After acceptance of tender, if the 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 formalities 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.

6.0 **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.

Contractor's personnel (including Driver/Cleaner of trucks/tankers) will be allowed only on production of valid entry permit. For permitting vehicles inside NFC, vehicle documents must be proper and valid.

07. **GENERAL CONDITIONS:**

NFC does not undertake to give any guarantee for delivery of any desired quantity. However, effort will be made by NFC to meet the desired delivery schedule.

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 every 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.

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 at the delivery point, the moment the materials are collected by and delivered to the buyer or his authorized agent / carrier.

8.0 SECURITY DEPOSIT

i) The Contract shall become effective only when the buyer 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 Effluents also should be submitted (format enclosed).

ii) Within 7 (Seven) days of receipt of intimation of acceptance of tender, the successful tenderers should submit **5% of the total cost of effluent as security deposit & 5% of the total cost of effluent as Performance Bond Guarantee** by means of crossed demand drafts 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 tenderer. The security deposit will be refunded on receipt of a certificate from the Sr.Manager (EM) for the satisfactory performance of the contract.

iii) During the currency of the contract, if the buyer 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 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 fit to take against the tenderer.

Sr. Manager (EM Section)
for and on behalf of the President of India

ANNEXURE – II

INFORMATION TO BE SUPPLIED BY THE PARTIES SUBMITTING QUOTATION AGAINST OUR TENDER FOR SALE OF EFFLUENTS BY NFC.

1. Purchaser's name & address
with telephone number :
2. End use of the effluent
being purchased from NFC :
3. Factory address and
Telephone number :
4. Whether the factory is owned :
or leased by the purchaser
5. Facilities at the factory :
 - i) Plant area :
 - ii) Open land :
 - iii) Availability of compound :
 - iv) Equipment available,
processing tanks capacity,
storage tank capacity, etc. :
 - v) Chemicals handled with
quantity of each chemical
for the past one year :
6. Is the factory working ?
What are its products ?
7. If the factory is now working,
What is the status now ? :
If the factory is mortgaged,
who is the financing agency
(i.e Banks, TSIDC, APSSIDC, etc.) ?
8. Name of the agency and concerned
Officer-in-charge's name, telephone
Number and address should be given :
9. Permanent Account Number (PAN)
allotted by Income Tax Dept.
Enclosed latest Income Tax Clearance Certificate.
10. GST Regn. Number.
Please attach latest Tax
Clearance certificate.

11. Any transportation facilities like truck,tanker.
tractor, etc. available with the purchaser

- i) if yes, their registration
and their capacities :
- ii) If no, how the material is proposed
to be transported from NFC ? :

12.Is the party ready to collect the
material immediately from the date
of agreement/Sale order?

- i) If not, what is the earliest date by
which the party will be able to
collect the material.
- ii) What is the guarantee that the above
date will be maintained ?

13.Name, address and telephone number
of the person who will represent the firm?

14. Is the purchaser himself a technocrat,
or does he have any outside technical
Consultant ? If so, the agency's name
and address and Telephone number. :

15.Does the purchaser have the clearance
from the State Pollution Control Board
for all the products against which he has
quoted? (Enclose photocopy of the certificate)

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 & full address of the Tenderer

Station:

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**

Ref: NFC/EM/PT /ANAS-ZOP/ 2018

From:

M/s. _____

To:

Sr. Manager (EM section)

Nuclear Fuel Complex

Hyderabad – 500 062

Sub:- Sale of Ammonium Nitrate Ammonium Sulphate(ANAS) from ZOP, NFC.

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

Effluent	Nominal ** Composition	Unit	Rate * (in figures & words) (Rs.)	Quantity committed to be lifted per month
Ammonium Nitrate/Ammonium Sulphate Solution from ZOP	Ammonium Nitrate: 120-275 gpl Ammonium Sulphate: 10-30 gpl Turbidity:40NTUmax	KL		

The price quoted should be on prorata basis taking 120gpl concentration for Ammonium Nitrate Ammonium Sulphate (TDS) as base value.

* GST and other levies as applicable shall be paid by the buyer extra.

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

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

Yours faithfully,

Party's Name / Seal / Signature