

भारत सरकार Government of India
परमाणु ऊर्जा विभाग Department of Atomic Energy
नाभिकीय ईंधन सम्मिश्र Nuclear Fuel Complex
बहिःसाव प्रबंधन अनुभाग Effluent Management section

दूरभाष Phone : 040 – 2718-4179, 3268,3253

फैक्स सं. Fax No. 040 - 27121209

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जन निविदा नोटिस PUBLIC TENDER NOTICE

जन निविदा नोटिस क्र. Public Tender Notice No. NFC/EM/CNS-ZFP/2019/01

On behalf of the President of India, Assistant General Manager (EM section), Nuclear Fuel Complex, Department of Atomic Energy, ECIL (Post), Hyderabad – 500062, invites sealed tenders for buying the following effluent from NFC on, “As is where is condition” for a period of **12 months**.

S. No	Tender No.	Name of effluent	Total Qty. offered	E M D
1	NFC/EM/CNS-ZFP/2019/01	Copper Nitrate Solution From ZFP	162 KL	Rs. 1,46,125/-

Period for sale of Tender document	08.06.2019 to 22.06.2019
Last date for sale of Tender documents	22.06.2019
Last date for receipt of filled in Tender documents	28.06.2019 up to 16.00 hrs
Date and Time of Opening of Tender documents	29.06.2019 at 14.00 hrs

Tender documents priced at **Rs.1000/- (Rupees One Thousand only)** can be obtained in person or by post from the office of Assistant General Manager (AGM), EM Section, Nuclear Fuel Complex, ECIL Post, Hyderabad – 500 062 between 10:00 hrs and 16:00 hrs on all working days (Contact Phone Nos. 040-27184179/3268/3253/4206). 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. 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. 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. 1000/- separately against the cost of tender documents.

सहायक महाप्रबंधक, बहिःसाव प्रबंधन अनुभाग AGM, EM Section
भारत के राष्ट्रपति के लिए तथा उनकी ओर से For and on behalf of the President of India

भारत सरकार Government of India
परमाणु ऊर्जा विभाग Department of Atomic Energy
नाभिकीय ईंधन सम्मिश्र Nuclear Fuel Complex
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जन निविदा नोटिस क्र. Public Tender Notice No. NFC/EM/CNS-ZFP/2019/01

On behalf of the President of India, Assistant General Manager, EM section, Nuclear Fuel Complex Department of Atomic Energy, Government of India, ECIL (PO), Hyderabad - 500062, hereby invites tenders for buying the following Effluent(s) for a period of **12 months** 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 of the material*
Copper Nitrate Solution from ZFP	13.5 KL per Month	Cu-240-280 gm/ltr Specific Gravity-1.6-1.7 gm/cc Residual Nitric Acid-5-10 %

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

EMD of Rs.1,46,125/-. (Rupees One Lakh Forty Six Thousand One Hundred Twenty Five 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”.

The price quoted should be on pro-rata basis taking 240 gm/l of copper content as base value.

1.0 DETAILS ABOUT THE EFFLUENT

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

Source: The effluent is generated in the process of production at ZFP and is directly disposed of in “As is where is condition”.

Inspection: For inspection of material, interested parties may contact AGM, EM Section, NFC, Hyderabad. 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 every week at NFC premises, using their own **Manpower** and **Transport**. It will be deemed as a failure of 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 procedures.

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) **State Pollution Control Board's Clearance- valid consent order copy obtained for the operation of the firm from state pollution control board.**
- ii) **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 tenderer shall submit a brief process description of the effluent that will be handled along with the offer.

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 **Annexure I** 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 the availability of material and communication from NFC, the successful tenderer should make the payment to NFC in advance for lifting the material.

3.0 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 :

**Assistant General 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 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 Assistant General Manager (EM), NFC by 16:00 hrs on 28.06.2019.

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 Kilo Litre 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.

Officers 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.

4.0 RATES, TAXES, LEVIES, ETC

Quotation should be for basic price only in figures and words. **The rate will be on pro-rata basis taking 240 gm/l of copper content as base value.**

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 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.

6.0 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.

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.

07. 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 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. NFC reserves the right to inspect the premises of the firm for ascertaining the compliance to sale order terms and conditions.

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 as Annexure II).

ii) Within **10 (ten) 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 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 tenderer. The security deposit will be refunded on receipt of a certificate from the Assistant General 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.

सहायक महाप्रबंधक, बहिःसाव प्रबंधन अनुभाग AGM, EM Section
भारत के राष्ट्रपति के लिए तथा उनकी ओर से 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 (Attach a brief process description which will be followed)		
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 along with the mode of collection 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)

नाभिकीय ईंधन सम्मिश्र Nuclear Fuel Complex
बहिःस्राव प्रबंधन अनुभाग Effluent Management section

संदर्भ Ref: NFC/EM/CNS-ZFP/2019/01

दिनांक Date : 06.06.2019

From:
M/s. _____

To:
Assistant General Manager
EM section
Nuclear Fuel Complex
Hyderabad – 500062

विषय Sub:- Sale of Copper Nitrate Solution (CNS) from ZFP, NFC.

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

Effluent	Nominal * Composition	Unit	Rate ** (in figures & words) (Rs. / KL)	Quantity committed to be lifted per month (KL / Month)
Copper Nitrate Solution From ZFP	Cu : 240-280 gm/ltr Specific Gravity : 1.6-1.7 gm/cc Residual Nitric Acid: 5-10 %	KL	Rs _____ Rupees _____ _____ _____	

* The price quoted should be on prorata basis taking **240 gm/l** of copper content as base value respectively. GST @18% or as applicable shall be paid extra by the tenderer.

** 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,

Tenderer's Name / Seal /Signature