

Government of India
Department of Atomic Energy
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Hyderabad)
Pazhayakayal, Tuticorin- 628 152

Public Tender Notice

ZC/NFC/SPF/ED/2019/01

Date: 30.05.19

On behalf of the President of India, General Manager, Zirconium Complex, (A Unit of Nuclear Fuel Complex, Hyderabad), Pazhayakayal, Tuticorin, Tamilnadu-628 152 invites sealed tenders for buying the following Effluent on, "As is where is condition".

S. No	Tender No.	Name of Effluent	Qty. Offered	EMD	Period of Contract	Last Date for the sale of Tender documents	Last date for receipt of filled in tender documents	Date and time of opening of tender documents
1	ZC/NFC/SPF/ED/2019/ 01	Magnesium Chloride Grade-I (anhydrous)	200 MT	Rs 25,000/-	Six month	06.06.2019	12.06.2019 14.00 Hrs	12.06.2019 15: 00 Hrs.

Tender forms, terms and conditions etc. may be obtained from the Assistant Accounts Officer, Zirconium Complex, Pazhayakayal, Tuticorin, Tamilnadu—628 152 by submitting a Demand Draft for Rs. 500/- (Rupees five hundred only) drawn in favour of Assistant Accounts Officer, ZC" payable at Tuticorin or cash in person between 11:00 hrs and 15:00 hrs on all working days or Rs. 200/- shall be added if required by post. Tender documents can also be downloaded at www.nfc.gov.in. However, the downloaded tenders should be accompanied by a DD for Rs. 500/- for tender cost.

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. The seller reserves the right to accept or reject the highest or any tender in part or full without assigning any reason.

Yours faithfully

General Manager
Zirconium Complex
For and on behalf of the President of India

Government of India
Department of Atomic Energy
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Hyderabad)
Pazhayakayal, Tuticorin- 628 152

Public Tender No. ZC/NFC/SPF/ED/2019/01

On behalf of the President of India, Deputy General Manager, Zirconium Complex (ZC), A Unit of Nuclear Fuel Complex, Department of Atomic Energy, Government of India, Pazhayakayal, Tuticorin, Tamilnadu - 628 152, hereby invites tenders for buying the following Effluent on Contract basis for a period of Two (02) year from the actual users only, subject to the following terms and conditions:

Name of the Effluent	Quantity offered for Sale in a period of two year	Nominal composition
Magnesium Chloride Grade I (anhydrous)	200 MT	MgCl ₂ -98%

EMD: Rs.25,000/-(Rupees twenty five thousand only) shall be submitted along with your offer by DD drawn on SBI, NFC Branch, Code No.9071 or on any Scheduled Bank, payable at Hyderabad without any deduction towards I.T./Demand Draft commission charges in favour of "Pay and Accounts Officer, Nuclear Fuel Complex, Hyderabad".

1.0 Details about the Effluent:

- 1.1 **Material:** The effluent is loaded with useful chemicals which can be recovered and re-used.
- 1.2 **Source:** The Effluent is generated in the process of production in Sponge Production Facility of Zirconium Complex and is directly disposed off in "as is where is" condition.
- 1.3 **Inspection:** For inspection of material, interested parties may contact the Sr Manager, SPF, Zirconium Complex, Pahayakayal, Tuticorin- 628 152.(0461-2276162/6013)
- 1.4 **Storage & Collection:** Prospective purchaser shall arrange for collection of the material from ZC 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

2.0 **Conditions for lifting of material:**

- 2.1 Maximum quantity of material offered for lifting in six month is 200MT of Mgcl₂ Grade I
- 2.2 ZC/NFC reserves the right to enter into parallel contracts with more than one tenderer for the same item.

- 2.3 It is the responsibility of the successful tenderer to collect the material offered from the effluent generating Plant in ZC, either directly or through the authorized agents, after complying with necessary formalities.
- 2.4 Only the parties with the following clearance certificates / licenses and fulfilling the conditions will be considered;
1. State Pollution Control Board's Clearance.
 2. Valid consent order for operation (CFO).
 3. The details of facility of the firm, process and end use shall be enclosed with the offer.
 4. The capability of the firm to handle the material safely with the knowledge of hazards of zirconium (trapped in MgCl₂) & magnesium and fire fighting arrangement shall also enclosed with the offer.
- 2.5 A factory visit shall be done by safety & process engineers from ZC before issue of LOA to see the facility of the firm and assess their preparedness to handle emergency.
- 2.6 As the material is zirconium and magnesium fines bearing chloride, 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/ZC while lifting the materials or during transportation or while storing / processing / disposing at their premises.
- 2.7 The composition / concentration is only indicative and variation may be there. The quantities offered for disposal as shown above are approximate and may vary.
- 2.8 The tenderer is required to supply all the information asked for in the Annexure I and under 2.4, in the absence of which, their offer shall be invalid.
- 2.9 **Payment for material:** After acceptance of the tender, the tenderer should lift the entire quantity of materials offered as per the agreed delivery schedule after remitting the cost of the material.
- 3.0 **How to BID:**
- 3.1 The duly filled in tenders along with the documents mentioned at 2.4 and 2.8 (Annexure I) above should be submitted in wax sealed cover within the stipulated time, addressed to

**General Manager
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Hyderabad)
Pazhayakaya (Post)
Tuticorin, Tamilnadu - 628 152**

The offer should be signed by the 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 GM , ZC by 14:00 hrs on 12.06.2019

The Earnest Money Deposit (EMD) 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 rate should be quoted per MT 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.

4.0 Rates, taxes, levies, etc :

4.1 Quotation should be for basic price only in figures and words. Packing charges @ Rs. 1000.00 (Rupees One Thousand only) per MT shall be charged extra over & above the quoted rate.

4.2 Over and above the rates quoted by the tenderer, all applicable taxes, levies and excise duty, etc., if any, will be charged extra at the prevailing rates at the time of lifting the effluent on each occasion. The tenderer shall pay such taxes, excise duty, etc

5.0 Tenderer's responsibility:

5.1 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:

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

6.2 Contractor's personnel (including Driver and Cleaner of tankers for lifting the material) will be allowed only on production of valid entry permit.

6.3 For permitting vehicles inside ZC, the vehicle documents must be proper and valid.

7.0 General conditions:

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

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

7.3 ZC 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.

7.4 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.

7.5 ZC'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:**

- 8.1 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, which will be equivalent to 5% of the total cost of the effluent to be supplied in one year. In addition, a Performance Bond for an amount equivalent to 5% of the yearly cost of the effluent also should be submitted (format enclosed).
- 8.2 Within 10 (ten) days of receipt of intimation of acceptance of tender, the successful tenderers should submit security deposit 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 the Pay & Accounts Officer, NFC till the satisfactory completion of the contract. Failure to remit the security deposit 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 General Manager for the satisfactory performance of the contract.
- 8.3 **Non Performance of Contract:** If the Buyer without assigning any valid reasons stops buying the material or buys only a fraction of the contracted quantity continuously for three months, it will be presumed that the Buyer rescinded the contract de-facto, and the Seller may take any penal action as deemed fit including cancellation of Contract and forfeiting the total amounts of Security Deposit & Performance Bond as non performance of the contract by the tenderer.
- 8.4 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, ZC/NFC shall forfeit the complete security deposit and PBG amount. This clause does not curtail or prejudice any of the rights or remedies ZC/NFC may deem fit to take against the tenderer.

Yours faithfully,

General Manager
Zirconium Complex
For and on behalf of the President of India

ANNEXURE - I

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

Sl. No.	Description	Particulars
1.	Purchaser's name & address with telephone number	
2.	End use of the Effluent being purchased from ZC	
3.	Factory address and Telephone number	
4.	Whether the factory is owned or leased by the purchaser	
5.	Facilities in 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, APIDC, 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.	Sales Tax / VAT Regn. No. 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 ZC?	
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)

Government of India
Department of Atomic Energy
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Hyderabad)
Pazhayakaya, Tuticorin- 628 152

Ref: ZC/NFC/SPF/ED/2019/01

From:

M/s. _____

To

General Manager,
Zirconium Complex,
(A Unit of Nuclear Fuel Complex, Hyderabad),
Pazhayakaya (Post),
Tuticorin, Tamilnadu - 628 152.

Sub:-Sale of Magnesium Chloride Grade I from Zirconium Complex - Reg.

Dear Sir,

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

Name of the Effluent	Nominal ** Composition	Unit	Rate* (in figures & words) (Rs.)	Quantity	Amount Rs.
Magnesium Chloride Grade I (anhydrous)	MgCl ₂ -98%	MT			

* Packing charges @ **Rs. 1000.00** (Rupees One Thousand only) per MT and 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