

भारत सरकार Government of India
परमाणु ऊर्जा विभाग Department of Atomic Energy
विकिरण एवं आइसोटोप प्रौद्योगिकी बोर्ड
Board of Radiation and Isotope Technology

वाशी कॉम्प्लेक्स Vashi Complex
नवी मुंबई Navi Mumbai 400703

संशोधित निविदा सूचना सं. Revised Tender Notice No.
DAE/BRIT/KRUSHAK/2024/R1

भारत के राष्ट्रपति की ओर से, वाशी कॉम्प्लेक्स, एपीएमसी फल मार्केट के पीछे, सरकारी वेयर हाउस के पास, तुर्भे, नवी मुंबई-400703 स्थित विआप्रौबोर्ड के मुख्य कार्यकारी द्वारा पात्र उद्यमियों से निम्नलिखित कार्य के लिए दो भाग बोली प्रणाली जिसमें (i) योग्यता सह तकनीकी बोली और (ii) मूल्य बोली शामिल है, के तहत सीलबंद निविदाएं आमंत्रित किया जाता है Chief Executive, BRIT, Vashi Complex, behind APMC Fruit Market, near Govt. Ware House, Turbhe, Navi Mumbai – 400 703, for and on behalf of The President of India hereby invites sealed tenders from eligible entrepreneurs for the following work under a two-part bidding system comprising of (i) Qualification cum Technical Bid and (ii) Price Bid.

विवरण Description : महाराष्ट्र के नासिक जिले के लासलगांव में भापअकें/विआप्रौबोर्ड हेतु कृषक सुविधा को संचालन, अनुरक्षण और प्रबंधन सेवाएं प्रदान करने के लिए पट्टे के आधार पर एजेंसी का चयन Selection of an Agency for providing operation, maintenance and management services for KRUSHAK Facility at Lasalgaon District-Nashik, Maharashtra for BARC/BRIT on lease basis

बोली सुरक्षा Bid Security	:	रु.Rs.5,00,000/- यह जमा राशि भुगतान एवं लेखा अधिकारी, ब्रिट के पक्ष में जारी डिमांड ड्राफ्ट के रूप में होनी चाहिए। This deposit should be in the form of Demand Draft issued in favour of Pay & Accounts Officer, BRIT.
पट्टे/लीज़ की अवधि Lease period	:	5 वर्ष years
कार्यनिष्पादन बैंक गारंटी Performance Bank Guarantee	:	रु.Rs.1,00,00,000 (केवल एक करोड़ रुपये Rupees One Crore only)
पात्रता Eligibility	:	औद्योगिक पैमाने पर विकिरण प्रसंस्करण या कोल्ड स्टोरेज सुविधा के संचालन, अनुरक्षण और प्रबंधन का न्यूनतम तीन वर्ष का अनुभव। Minimum three years of experience of industrial scale radiation processing or operation, maintenance and management of cold storage facility.
महत्वपूर्ण समयसीमाएं Important timelines	(1)	संशोधित निविदा दस्तावेज डाउनलोड करने की अंतिम तिथि- 11-01-2025 को 16:00 बजे तक Last date for downloading revised tender documents- 11-01-2025 upto 16:00 hrs
	(2)	बोली पूर्व बैठक की तिथि- 14-01-2025 को 1100 बजे। Date for pre-bid meeting- 14-01-2025 at 1100hrs.

	(3)	प्रस्ताव प्रस्तुत करने की अंतिम तिथि- 15-01-2025 को 14:00 बजे तक Last date for submission of offers-15-01-2025, upto 14:00hrs
	(4)	तकनीकी बोलियाँ खोलने की तिथि Date for opening of Technical Bids:: 18-01-2025
	(5)	मूल्य बोलियाँ खोलने की तिथि Date for opening of Price Bids: 25-01-2025 को at 11:00 बजे hrs

निविदा शुल्क रुपये 20,000 (केवल बीस हजार रुपये) और 18% जीएसटी (गैर-वापसी योग्य) बोली के साथ “भुगतान एवं लेखा अधिकारी, ब्रिट” के पक्ष में मुंबई में देय डिमांड ड्राफ्ट के रूप में जमा करना होगा। बोलीदाता को औद्योगिक पैमाने पर विकिरण प्रसंस्करण या कोल्ड स्टोरेज सुविधा के संचालन, अनुरक्षण और प्रबंधन का न्यूनतम 3 वर्ष का अनुभव होना चाहिए। Tender Fee of Rs. 20,000 (Rs. Twenty thousand only) plus GST @18% (non-refundable) has to be submitted along with the bid in the form of Demand Draft in favor of “Pay and Accounts Officer, BRIT”, and payable at Mumbai. Bidder should have minimum 3 years of experience of Industrial Scale Radiation Processing or Cold storage facility on Operation, Maintenance and Management.

विधिवत भरे गए निविदाएं कार्य के नाम के साथ एक सीलबंद लिफाफे में रखी जानी चाहिए और महाप्रबंधक, ईएसएसए, ब्रिट, वाशी कॉम्प्लेक्स, नवी मुंबई -400 703 को संबोधित करके सुरक्षा काउंटर, वाशी कॉम्प्लेक्स, एपीएमसी फल मार्केट के पीछे, सरकारी वेयर हाउस के पास, तुर्भे, नवी मुंबई - 400 703 पर उपलब्ध कराए गए बॉक्स में दिनांक 15-01-2025 के 1400 बजे तक या उससे पहले पहुंचनी चाहिए या जमा करनी चाहिए। तकनीकी बोलियाँ दिनांक 18-01-2025 को खोली जाएंगी और मूल्य बोली दिनांक 25-01-2025 को महाप्रबंधक, ईएसएसए, विआप्रौबोर्ड द्वारा उनके कार्यालय में 11.00 बजे इसमें भाग लेना के इच्छुक ठेकेदारों की उपस्थिति में खोली जाएगी। बोली पूर्व बैठक दिनांक 14-01-2025 को 1100 बजे ब्रिट, वाशी में आयोजित की जाएगी। Tenders duly filled in should be placed in a sealed cover, prescribed with the name of work, and addressed to General Manager, ESSA, BRIT, Vashi Complex, Navi Mumbai-400 703 should reach or deposited in the box provided at the Security counter, Vashi Complex, behind APMC Fruit Market, near Govt. Ware House, Turbhe, Navi Mumbai – 400 703, up to 1400 hrs, on or before 15-01-2025. Technical Bids will be opened on 18-01-2025 and Price Bid will be opened on 25-01-2025 by General manager, ESSA, BRIT, in his office at 1100 hrs. in the presence of such contractors who desires to attend. Pre-bid meeting will be held on 14-01-2025 at 1100hrs at BRIT, Vashi.

मुख्य कार्यकारी, विआप्रौबोर्ड को यथोचित किसी भी या सभी प्रस्तावों को अस्वीकार करने का अधिकार है। CE, BRIT reserves the right to reject any or all the offers as appropriate.

अधूरे प्रस्ताव या विस्तृत निविदा दस्तावेज में सूचीबद्ध सभी शर्तों को पूरा न करने वाले प्रस्ताव तुरंत अस्वीकार किए जा सकते हैं। Incomplete offers or offers not fulfilling all the conditions listed in the detailed tender document are liable to be rejected summarily.

विस्तृत निविदा दस्तावेज नीचे संलग्न है। Detailed tender document is appended below.

महाप्रबंधक, ईएसएसए, विआप्रौबोर्ड General Manager, ESSA, BRIT
भारत के राष्ट्रपति के लिए और उनकी ओर से For and on behalf of The President Of India

Technical & Price Bid Document

Tender Notice No. DAE/BRIT/KRUSHAK/2024

EXPRESSION OF INTEREST (EOI) DOCUMENT

SELECTION OF AGENCY FOR GRANT OF LICENSE TO OPERATE, MAINTAIN & MANAGE KRUSHAK FACILITY WHICH INCLUDES RADIATION FACILITY, ALL COLD STORAGES (ONE 250 MT AND TWO 10 MT CAPACITY), RTAC (RADIATION TECHNOLOGY AWARENESS CENTRE) & OFFICE AND ANCILLARY FACILITIES (RIPENING CHAMBER (5MT), PRE-COOLING/RE-HEATING ROOM (50 MT), DISCUSSION ROOM AND QUALITY CONTROL ROOM) at **LASALGAON, DISTRICT-NASHIK, MAHARASTRA**

December, 2024

Disclaimer

Board of Radiation & Isotope Technology (BRIT), Department of Atomic Energy, Government of India (herein after called “BRIT” or “Authority”) has prepared this document solely to assist prospective bidders in making their decision of whether or not to submit a bid. While the Authority has taken due care in the preparation of information contained herein and believes it to be accurate, neither BRIT or any of its agencies or representatives nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding on BRIT, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

BRIT reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

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1.0 Preamble

Board of Radiation & Isotope Technology (BRIT), Department of Atomic Energy, Government of India (hereinafter referred to as 'BRIT' or 'Authority'), invites bids through public tender from interested bidders for grant of license to provide operation, maintenance and services for its KRUSHAK Facility which includes Radiation Facility, All Cold Storages (One 250 MT and Two 10 MT Capacity), RT AC (Radiation Technology Awareness Centre) & Office And Ancillary Facilities (Ripening Chamber (5MT), Pre-Cooling/Re-Heating Room (50MT), Discussion Room And Quality Control Room) at Lasalgaon, District-Nashik, Maharashtra under a two-part bidding system comprising the (i) Qualification cum Technical Bid and (ii) Price Bid.

Proposal is to be submitted by the bidders in the form of physical submission of Technical Bids and Price Bids in accordance with the documents/ attachments required as per eligibility criteria set herein in the tender document.

Bids shall be prepared in English and all entries should be typed and written in blue / black ink. Initials of the authorized representative of the Bidder should attest all erasures and alterations made while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid. A copy of this Tender document with all addendums, corrigendum's, drawings, etc. with all pages signed should accompany the bid.

BRIT shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the site. BRIT reserves the rights to cancel, terminate, change or modify this process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same.

2.0 Definitions

Agreement or License Agreement means the Agreement to be signed between BARC, BRIT and Successful Bidder for assigning the operation, maintenance and services for its KRUSHAK Facility which includes Radiation Facility, All Cold Storages (One 250 MT And Two 10 MT Capacity), RTAC (Radiation Technology Awareness Centre) & Office And Ancillary Facilities (Ripening Chamber (5 MT), Pre-Cooling/Re-Heating Room (50 MT) , Discussion Room And Quality Control Room) at Lasalgaon, District-Nashik, Maharashtra which includes all terms and conditions of this tender document and the subsequent addendums.

Applicable Laws means all statutes and laws promulgated or brought into force and effect by the central government of India or state government of Maharashtra or local government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Project.

Authority shall mean Board of Radiation & Isotope Technology (BRIT), and Bhabha Atomic Research Centre (BARC), Department of Atomic Energy, Government of India

Due Date means last date & time of Bid Submission as specified in Bid Summary of this Tender document.

Effective Date shall mean the date of starting of operations by the Successful Bidder as an Agency. This day shall signify the beginning of the contract Period. This date would be mutually agreed by Authority and the Agency and documented in the contract Agreement and may be brought out in the previous correspondence.

Encumbrance shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to this Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Premises.

License or **Contract** shall mean the rights of operations, maintenance and marketing management of the KRUSHAK Facility in accordance with the terms and conditions of this tender document granted by BRIT to Agency in return of fixed amount of Annual contract Fees. The License shall not create any property right of any kind whatsoever on the property underlying the KRUSHAK Facility or the KRUSHAK Facility itself, whether by lease, sale, or transfer.

Agency shall mean the Successful Bidder whose bid has been accepted by Authority to execute the Project in accordance with the terms and conditions of this tender document.

KRUSHAK Facility includes Radiation Facility, All Cold Storages (One 250 Mt And Two 10 Mt Capacity), RTAC (Radiation Technology Awareness Centre) & Office And Ancillary Facilities (Ripening Chamber (5 MT), Pre-Cooling/Re-Heating Room (50 MT), Discussion Room And

Quality Control Room) at Lasalgaon, District-Nashik, Maharashtra. **KRUSHAK Facility** shall mean all above said physical assets forming the facility relating to operation, and maintenance at site including (i) tangible assets such as civil works (buildings) and machineries, plants and equipment, other commercial space, electric lights, separate toilets and washrooms for men and women, administrative office, electrical system and (ii) all amenities and facilities in the KRUSHAK Facility. Bidder will also take care of (i) Applicable Permits relating to or in respect of KRUSHAK, and (ii) right to access and approach the KRUSHAK Facility.

Marketing services pertaining to KRUSHAK Facility shall mean radiation processing plant and cold storage facility at Lasalgaon, District-Nashik. Maharashtra.

Scope of Work in the Contract / License shall have meaning set out in clause 5 of this Tender document.

Successful Bidder shall mean preferred bidder whose bid is accepted by Authority for awarding this contract.

Statutory Auditors means a firm of chartered accountants appointed in terms of Section 224 of the Companies Act, 1956 and acting as the statutory auditors of the Bidder.

3. Bid Summary

NO.	KEY INFORMATION	DETAILS
3.1	<p>Tender for KRUSHAK Facility site</p>	<p>Selection of an Agency for providing operation, maintenance and management services for KRUSHAK Facility which includes Radiation Facility, All Cold Storages (One 250 MT and Two 10 MT Capacity), RTAC (Radiation Technology Awareness Centre) & Office and Ancillary Facilities (Ripening Chamber (5 MT) , Pre-Cooling/Re-Heating Room (50 MT) , Discussion Room and Quality Control Room) at Lasalgaon, District-Nashik, Maharashtra. The Facility has a maximum capacity of 400 kCi of Cobalt-60 (Current strength: Approx. 344kCi). Single tier product box design with four passes irradiation. The plant is designed with three tier source rack and frame to deliver low to medium dose.</p> <p>The radiation processing facility having maximum capacity 400kCi of Cobalt-60. Single tier product box design with four passes irradiation. The plant is designed with three tier source rack and frame to deliver low to medium dose. KRUSHAK Facility includes Radiation Facility, All Cold Storages (One 250 MT and Two 10 MT Capacity), RTAC (Radiation Technology Awareness Centre) & Office and Ancillary Facilities (Ripening Chamber (5 MT) , Pre-Cooling/Re-Heating Room (50 MT), Discussion Room and Quality Control Room).</p>

3.2	Contract Tenure & Termination	The contract Tenure is for a period of Five (5) years commencing from the Effective Date. Agency wishing to terminate the contract before the end of five years can do so subject to the entire Bank Guarantee of such Agency standing forfeited. Contract period is extendable by mutual agreement for three months (maximum twice) upon payment of applicable lease charges on pro rata basis (Details at 10.7)
3.3	Qualification Criteria	<ul style="list-style-type: none"> • Bidder should have 3 years of experience of Industrial Scale Radiation Processing or Cold storage facility on Operation, Maintenance and Management • Bidder should have Net worth of Rs. Five crore or more for the year ending 31st March, 2024. Company should not have incurred any loss during the last three Financial years. • Bidder should be Registered Entity in terms of being an Incorporated company, partnership or proprietorship in India. Registered Bidder can bid only as a single bidder and no consortium of whatever nature is allowed. • Bidder should not be blacklisted by any Organization/ Government Entity/ Government Company.
3.4	Technical Evaluation Criteria	<ul style="list-style-type: none"> • Average Annual Turnover of the bidder should be Rs. Five crore or more in the last three years as on 31st March, 2024. Last three years would represent audited figures for financial years 2021-22, 2022-23 and 2023-24. • Technical manpower available at existing facility for operation/execution of the Industrial Scale Radiation Processing Plant and Cold storage facility which include certified Radiological Safety Officer, plant operators and technicians. • No of year of experience of similar kind of projects for operation, maintenance and marketing etc. • Proposed business plan in terms of tonnage capacity and revenue generation from model expected from this tender. <p>Experience in Safety and security of previously handling facility with efficient operation of the similar projects (Radiation Processing plant/ Cold Storage)</p>
3.5	Tender Submission Format	<p>Envelope 1: Bid Security and Tender Fee. Bid Security of Rs. 5,00,000/- (Rupees Five lakh only) in the form of a demand draft drawn in favor of “Pay and Accounts Officer, BRIT” payable at Mumbai Tender Fee of Rs. 20,000 (Rs. Twenty thousand only) in the form of Demand Draft in favor of “Pay and Accounts Officer, BRIT”, and payable at Mumbai.</p> <p>Envelope 2: Qualification cum Technical Bid: Technical document as detailed in Documents Submission Checklist as per Clause to be submitted in Hard Copy.</p>

		Envelope 3: PRICE BIDS. Bidder should quote the total price in the format specified in the schedule of tender document. The price should include maintenance costs, insurance cost etc.
3.6	Bidding Process	The aim of the bidding process is to select the most preferred party as per the terms herein. The selection process would be carried out through two part bid system as follows:
		No bids will be processed without the receipt of Bid Security & bid processing fee
		<ul style="list-style-type: none"> • Qualification cum Technical Bid: Capability of the Bidder to undertake the contract would be assessed based on Qualification criteria mentioned in Clause 3.4 & 3.5 in this tender document.
		<ul style="list-style-type: none"> • Price Bid: The price bids of bidders qualifying as prequalification criteria shall be opened for comparison and the bidder quoting most favorable price would be the preferred bidder for awarding the contract. The bidder shall pay Rs. 1 Cr as Fixed Annual Lease Charges (FALC) and an Additional Charges (AC) i.e. X percentage/ year of the gross annual revenue as per the audited statement of accounts plus applicable taxes throughout the currency of the lease. Out of which, fixed annual lease charges with applicable taxes to be paid within 15 days of raising invoice by BRIT, every year. The remaining lease amount as per the audited statement of accounts will be paid by Lessee latest by 30th November of subsequent year. Interest will be charged for any delay in the payment as per the prevailing GOI norms.
3.7	Tender Evaluation	<ul style="list-style-type: none"> • Test of Responsiveness of the bid based on Pass/Fail for Bid Security and Tender Fee and timely submission, marking and sealing, etc.
		<ul style="list-style-type: none"> • Evidence of meeting necessary Qualification Criteria.
		<ul style="list-style-type: none"> • Opening of Price bids for qualified bidders.
3.8	Bid Validity	The bids shall be valid for period of 180 Days from the Due Date of Bid Submission.
3.9	Bid Security	Bid submitted shall be accompanied by a Bid Security of Rs. 5,00,000/- (Rupees Five lakh only) in the form of a demand draft drawn in favor of “Pay and Accounts Officer, BRIT.” The validity of Bid Security submitted in form of DD from Nationalized/Scheduled Bank shall be for a period of 180 + 30 days from the Bid Due date and extendable thereafter if required.
3.10	Performance Security	<p>Successful bidder who is awarded the contract shall present a Performance Guarantee in favor of BRIT on receipt of Letter of Acceptance (LoA), for an amount equal to Rs100,00,000 (Rs. 1 crore only) and payable in the form of a Demand Draft or Bank Guarantee from any Nationalized/Scheduled Bank for due and punctual performance of its obligations during the currency of the contract period.</p> <p>Performance Guarantee in the form of a bank guarantee shall be irrevocable, unconditional and valid for the contract Tenure and a period of 90 (ninety) days thereafter. The format of Performance Guarantee is provided in the Tender Document.</p>
3.11	Non-refundable Tender Fee	Rs. 20,000 (Rs. Twenty thousand only) in the form of Demand Draft in favor of “Pay and Accounts Officer, BRIT”, and payable at Mumbai.

3.12	Signing of Agreement	A Tripartite Agreement shall be signed between BARC, BRIT and Successful Bidder.
3.13	Pre-bid Meeting	Pre-bid meeting will be held on 14.01.2025 at 1100hrs at BRIT/BARC Complex, Sector-20, Vashi with prior intimation to interested bidders. Bidders are required to send their queries for pre-bid meeting in MS Word format only through email to chief@britatom.gov.in with copy to Head, FTD (headftd@barc.gov.in)
3.14	Due Date of Tenders (Bid Due Date)	Qualification cum Technical Bid submission Due Date and Time : 15.01.2025 by 14:00 hrs Address for submission of hard copy of Qualification cum technical bid: The Chief Executive, BRIT/ BARC complex sector 20 Vashi, Navi Mumbai 400 703
3.15	Date of opening of Technical Bids	On 18.01.25 at 11.00hrs in the office of BRIT at above mentioned address.
3.16	Date of opening of Price Bids	Price Bids of bidders who are qualified as per the Qualification Criteria shall be opened on 25.01.2025at 11.00hrs in the office of BRIT at above mentioned address
3.17	Insurance	Agency is required to provide comprehensive insurance of the KRUSHAK Facility as per this tender document.
3.18	Charges	Agency has to pay towards all insurances, applicable taxes, stamp duty and registration, electricity bill, water supply, security, waste management and other statutory compliance to the employees, any charges and levies related to operation of the plant shall come under purview of the agency.
3.19	Statutory clearances	Agency has to take all regulatory licenses, USDA approval, FSSAI license, and other certifications for operation of the plant as and when required in efficient manner.
3.20	Consortium/Joint Venture	Not permitted.
3.21	Sub contract	The Agency is not permitted to sublet or subcontract the facility for use of any party other than for itself.

4.0 Scope of Work in the Contract/License

This agreement covers the modalities, terms and conditions concerning commercial operation & maintenance of KRUSHAK facility which includes Radiation facility, all cold Storages (one 250 MT and two 10 MT capacity), RTAC (Radiation Technology Awareness Centre) & Office and ancillary facilities (ripening chamber (5 MT), pre-cooling/re-heating room (50 MT), discussion room and quality control room)

The scope of work under this agreement involves the following:

- To ensure physical safety of the plant assets, land, equipment and machinery in the form of access control, security guards, and insurance.

- Operation and maintenance (O&M) KRUSHAK facility in efficient and effective manner.
- Housekeeping of associated buildings and land premises in the KRUSHAK facility in efficient and effective manner.
- Strictly following and adhering to the safety and radiation protection guidelines as per the existing AERB and International codes being from time to time.
- Maintain the necessary records and make available for checking by BARC/BRIT/AERB authorities as and when required.
- BRIT/BARC have the absolute right at its own discretion and intervals as may be deemed fit to inspect the facilities, documents, quality check, statutory compliances if any etc.

4.1 Operation and Management Obligations of Agency (Lessee)

During the contract Period the Agency shall operate, maintain and manage the KRUSHAK Facility in accordance with this tender. The rights and obligations of the Agency include the following:

- Operate and maintain all the facilities at KRUSHAK premises in accordance with the provisions and scope of work of the lease document, employing Good Irradiation Practices, conforming to applicable rules and regulations.
- During the period of contract lessee shall submit audited reports for each financial year to BRIT and BARC. Lease holder shall facilitate inspection of all necessary documents to authorized representative of BRIT/BARC.
- During contract period, Lease holder shall furnish to BRIT/BARC a quarterly report, not later than 15 (fifteen) days after the end of each quarter, stating in reasonable detail (product irradiated, quantity, gross revenue generated, the condition of all the facilities at the KRUSHAK including its compliance with general maintenance/safety requirement) and shall promptly provide other relevant information as may be required by the authorized representative of BRIT/BARC.
- Procure and maintain in full force and effect, as necessary, appropriate rights, licenses, agreements and permissions for materials, methods, processes and systems used in or as applicable to the operation and maintenances of all the facilities at KRUSHAK.
- Any running and maintenance related expenditure which is required during plant operations during the agreement period will be borne by the Lease holder. This will include payment of electricity, telephone, diesel, water, security and housekeeping staff contract, all AMCs and purchase of additional

- equipment/consumables etc. Any additional equipment purchased for smooth functioning of facility will remain property of KRUSHAK.
- If any repair or rectification at the facility is required for its smooth functioning, the same shall be brought in writing to the notice of BRIT. The lessee shall take appropriate corrective measures, as approved by BRIT/BARC. In the event that lessee fails to repair and rectify any defect or deficiency in KRUSHAK within a reasonable time commensurate with the nature of the defect or deficiency, BRIT / BARC shall without prejudice to its rights under this lease including termination thereof, be entitled to undertake such repair and remedial measures and to recover its cost from Lease holder.
 - To take all reasonable precautions for the prevention of accidents at all the facilities at KRUSHAK and provide all reasonable assistance and emergency medical aid to accident victims without any liability to BRIT/BARC. However same shall be reported to BRIT/BARC within 24 hrs.
 - To hand over KRUSHAK facility back to BRIT / BARC with all equipment, fixtures, fittings and other assets forming part of KRUSHAK facility in working condition commensurate with the life of asset and hours of operation undergone by it at the time of expiry or early termination of the contract. The spares, accessories and consumables shall be replenished to the level found at time of taking possession of KRUSHAK by lessee.
 - Use of any additional equipment or structure made or procured by BARC/BRIT in future, may be extended to the lessee upon mutually agreed terms and conditions.
 - Any cost or payments to be made for smooth functioning of the facility shall be borne by the lessee. In no case, BRIT / BARC will be liable to make any payment whether to any Government authority or any person in connection with the employment of personnel by the lessee in connection with the said services.
 - BRIT / BARC shall stand fully indemnified by the lessee in respect of any claim or liability arising in respect of the labor or any employee engaged by Lease holder, whether on account of wages, accident claims or otherwise, including the labor or employees engaged through the contractor(s) of lessee even if such a claim or liability arises during, on or after the contract period.
 - The lessee shall not make any semi-permanent or permanent structure in the premises. In case of exigencies, temporary structures with prior approval of BRIT/ BARC are permissible.
 - The lessee shall ensure that all the facilities of KRUSHAK are used only for

jobs related to radiation processing of foods and other products. The lessee shall ensure that the facility shall not be used for any other non-related business or other activities.

- As KRUSHAK facility at Lasalgaon has been conceptualized to address the preservation of onion the facility will prioritize irradiation of onions and similar agriproduct such as garlic, ginger etc., over other commodities. Therefore, availability of facility for onion irradiation should be ensured.
- Onions should be irradiated and stored as per the SOP developed by BARC and the same will be shared to the lease holder.
- Preference for irradiation should be given to local producers of onions, which is the major product of the Lasalgaon area and the total charges for the same shall be kept reasonable, i.e not more than Rs 1 per kg inclusive of all charges (taxes, loading/ unloading cost etc.).
- Cold storage facility (250 MT capacity) shall be used for storage of radiation processed onion at KRUSHAK. Preference shall be given to local onion producers. The total charges for the same shall be kept reasonable, i.e not more than Rs 1 per kg/month inclusive of all charges (taxes, loading/ unloading etc.). For example, for storage of one kg irradiated onion for a period of six months, the total cost (irradiation and storage) should not exceed Rs. 7/- (inclusive of all charges) (One-rupee irradiation cost and six rupees storage cost for six months). The two small cold storage facilities of 10MT each, ripening chamber, discussion room and quality control lab shall be made available for R&D purpose by BARC, as and when required.
- During onion season, all efforts should be made to prioritize storage of irradiated onion in the cold storage facility.
- The lessee should create an online portal for booking of irradiation slots by the users/ farmers. The booking details shall be accessible to BARC and BRIT as and when asked for.
- The lessee shall ensure safety and security of the entire KRUSHAK facility, particularly Co-60 radioactive source, by providing adequate measures as per AERB and other applicable regulations. The lessee shall keep BARC / BRIT informed about the activities at KRUSHAK facility, and also the safety and security measures at KRUSHAK facility.
- The lessee shall meet all the statutory requirements of AERB and other regulatory bodies.
- Shall allow and facilitate any research & development related work carried out

by BARC/BRIT at KRUSHAK premises on non-chargeable basis (free of cost) irrespective of the quantity of the produce. Besides, no hindrances should be brought out by the lessee in conducting the R&D activities by BARC/BRIT in all the facilities at KRUSHAK.

- Shall ensure maintenance of RTAC and its premises. 50% of the infrastructure at RTAC should be reserved by the lease holder for BARC/BRIT activities. In addition, if BARC or BRIT is organizing some technical/outreach program at KRUSHAK, the entire RTAC infrastructure should be made available by the lease holder in good condition to BARC and BRIT. Such occasion is expected to be not more than two weeks in a year.
- RTAC shall be used strictly for KRUSHAK facility related applications only.
- Landscape and cosmetic maintenance of entire KRUSHAK premises including RTAC ground shall be properly maintained by the lease holder.
- BARC/ BRIT reserves the right to construct any additional facilities during the lease period (e.g. grain irradiation facility, drinking water facility etc.) and for this purpose, the lessee shall extend all cooperation, particularly related to space uses, material movement etc.
- The safe custody of entire facility is the responsibility of the lease holder. No unauthorized movement of radiation source from the premises shall be allowed by the lessee.
- The lessee shall not indulge in any activity/ practices while dealing with users including farmers which may negatively affect the reputation of BARC and BRIT.
- Right to operate the KRUSHAK facility for BRIT plant having maximum capacity of 400KCi, of cobalt 60.
- The bidder shall provide manpower services to operate, maintain and manage the radiation processing plant. The bidder should allocate manpower resources as per the requirement of the Authority. The detail of manpower required is given at Annexure:9
- The bidder shall comply with all statutory requirements in stipulated time by various agencies of Government of India/Maharashtra/USDA/NPPO for undertaking day to day operation of KRUSHAK and submit necessary reports to concerned Authorities.
- The bidder shall operate the facility as per the requirement of the Authority.
- The bidder shall irradiate Agro and Food products as per the dose limit specified by Department of Atomic Energy, Government of India, 2012 and undertake all

necessary actions required.

- The bidder shall undertake dosimetry of different products
- The bidder should ensure maximum capacity utilization of the plant.
- The bidder should establish contact with existing customers already irradiating their products and new customers to encourage them to utilize the services of the plant.
- Bidder shall prepare action plan to explore new product /opportunity for the plant in the lean period.
- Bidder shall indemnify Authority against all the losses, injuries and any kind of damage arrived due to its activities or its employees.
- Carrying routine and periodic preventive and corrective maintenance of the Facility with prior approval from BRIT/ BARC.
- Ensuring implementation of standard operating practices of all equipment as per manufacturer's manual and warranties in a way that condition of equipment employed are not deteriorated beyond regular wear and tear.
- Attempt to mitigate any adverse environment, social and health impacts of the Facility on the Agency's employees, customers or any other stakeholders.
- In case of disruption or breakdown, taking immediate measures to repair and rectify the defect in the Facility to bring to normal operational conditions with prior approval from BRIT/ BARC, in consultations with the regulatory authorities.
- All mandatory licenses and approvals to be ensured by bidder in the name of BRIT. The cost of licenses will be paid by the bidder.
- Employ Good Irradiation Practices; get relevant ISO certification and clearances and other standard processing practices for the efficient operation, management and maintenance of the Facility.
- Obtain AERB license, DAE license, USDA License & NPPO approval (for mango irradiation) for running of plant smoothly.
- Comply with Safety standards and ensure safety and security of the KRUSHAK Facility during the contract Period.
- Ensure that KRUSHAK Facility or any part of them are not used for unlawful or anti-social activities and are used solely for the purpose of this contract during the contract period.
- Purchase and maintain required spares, materials and other consumables for regular operation and maintenance of the Facility.
- Meet all the finances required for operation and maintenance and management

- of the KRUSHAK Facility including payment for utilities like power and water, local authorities, municipal property taxes etc.
- Ensure maintenance of facility equipment at all time such that condition of the Facility is as original subject to the wear and tear due to the regular operation.
 - Any expenses towards repair, maintenance, operations and marketing of the facility shall be to the account of the Agency during the contract Period. The Agency can claim any manufacturer's guarantee / warranty to be affected if and as applicable for this purpose and will coordinate with the manufacturer for this purpose.
 - **Any expenditure related with major civil works are borne by BARC/BRIT**

4.2 Damages for breach of maintenance obligations

In the event that Agency fails to repair and rectify any defect or deficiency in Facility brought in its notice vide complaint/ notice from Agency's customers and/or Authority within a reasonable time commensurate with the nature of the defect or deficiency, Authority shall without prejudice to its rights under this tender including termination thereof, be entitled to undertake such repair and remedial measures at the risk and cost of Agency and to recover its cost from Agency. In addition to recovery of the aforesaid cost, a sum equal to 20% of such cost shall be paid by Agency to the Authority as damages within 3 (three) days of the notice from Authority. Authority shall provide adequate evidence supporting the above cost.

4.3 Modifications to the Facility

The Agency shall not carry out any material modifications to the KRUSHAK Facility, but if such modifications are deemed necessary for the KRUSHAK Facility to operate in conformity with the provisions of this tender, it may do so with the prior approval of the Authority and by incorporating any suggestions that the Authority may make in this regard.

4.4 Monitoring of operations and maintenance

4.4.1 Quarterly Reports

During contract Period, the Agency shall furnish to Authority a quarterly report stating reasonable detail of the condition of the KRUSHAK Facility- including its compliance or otherwise with general maintenance requirements, Suppliers Manual and Safety Standards and shall promptly provide such other relevant information of marketing development also as may be required by the authorized representative of the Authority.

4.4.2 Inspection

The authorized representative of the Authority shall be entitled to inspect the KRUSHAK Facility as frequently as desired with or without prior intimation. The authorized representative shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies, problems and complaints of its customers if any, issues related to safety and security and send a copy thereof to the Authority and the Agency.

5. (A) Qualification Criteria

- a) Bidder should have 3 years of experience in similar kind of projects for operation, maintenance and marketing etc.
- b) Bidder should have Net worth of Rs. Five crores for the year ending 31st March, 2024
- c) Bidder should be Registered Entity in terms of being an Incorporated company, partnership or proprietorship in India. Registered Bidder can bid only as a single bidder and no consortium of whatever nature is allowed.
- d) Bidder should not be blacklisted by Organization/ Government Entity/ Government Company.
- e) Last three years would represent audited figures for financial years 2021-22, 2022-23 and 2023-24.

5. (B) FINANCIAL TERMS & MODE OF PAYMENT

- I. Performance Bank Guarantee (PBG) of Rs. 1.0 Cr (One crore only) in favor of BRIT shall be submitted at the time of signing the agreement. This PBG is not dischargeable upon premature termination of this agreement. The PBG will be discharged after completion of the lease period and only upon final settlement of fifth year total lease amount including the applicable revenue share and taxes.
- II. Lease holder shall pay to BRIT the following charges by way of demand draft drawn in favor of "Pay and Accounts Officer, BRIT" payable at Mumbai or through RTGS:
- III. The bidder shall pay Rs. 1 Cr as **Fixed Annual Lease Charges (FALC)** and an **Additional Charges (AC)** i.e. X percentage/ year of the gross annual revenue as per the audited statement of accounts plus applicable taxes throughout the currency of the lease. Out of which, fixed annual lease charges with applicable taxes to be paid within 15 days of raising invoice by BRIT, every year. The remaining lease amount as per the audited statement of accounts will be paid by Lessee latest by 30th November of subsequent year. Interest will be charged for any delay in the payment as per the prevailing GOI norms.

6.0 Technical Evaluation Criteria

6.1 Evaluation of Technical Bids - Qualification Criteria (Envelope 2)

In order to be qualified for tender, the bidder must demonstrate its capability in terms of

Sr. No.	Qualification Criteria	Documentary Proofs to be attached	Marks
1	Average Annual Turnover of the bidder should be Rs. Five crore or more in the last three years as on 31 st March, 2024.	Audited Financial Statement for last three years ending on 31 st March, 2024.	20
2	Technical man power available at existing facility for operation/execution of the Industrial Scale Radiation Processing Plant and Cold storage facility which include certified Radiological Safety Officer, plant operators and technicians. AND The Tie up for providing technical manpower for the proposed tender specifying their numbers, qualification, experience as per Annexure 10	As Per the format given in Annexure: 10, 11	10
3	No of year of experience of similar kind of projects for product irradiated/ stored in last 3Years in Tonnages.	Audit report	10
4	Proposed business plan in terms of tonnage capacity and revenue generation model expected from this tender.	Showing proposed business plan i.e. (i) Irradiation of low dose products such as onions and other fruits& vegetables (ii) Irradiation of other products (iii) Annual Growth projection in quantity and Revenue for 5 years (iv) Irradiation of mangoes and pomegranate for export (v) Utilization of source	15 5 15 10 15

Notes:

- **All bidders are required to make presentation about their business plan. On the basis of which technical evaluation will be done.**
- The BARC/BRIT authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder CE, BRIT's decision shall be final in this regard.
- The Bidders obtaining more than 60% marks in technical evaluation criteria shall be eligible for financial bid opening.

6.2 Selection criterion

Qualifying technical bid and **quoting highest offer of additional charges (AC) as X percentage of the gross annual revenue** as per the audited statement of accounts, in addition to the Fixed Annual Lease Charges (FALC) of Rs. One Crore per annum, will be selection criteria to award the bid.

7.0 Instruction to bidders

7.1 About the Contract

The contract for agency for providing operation, maintenance and marketing services for the Krushak Facility is to be awarded for a contract Tenure as mentioned in the Bid Summary.

The contract shall come into force only if following conditions have been satisfied:

- Performance security has been paid within stipulated time period
- Agreement between the Authority and Agency incorporating all the terms of this tender and documenting the grant of contract has been executed within time period stipulated by the Authority.

7.2 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the tender. Failure to furnish all information required by the tender or submission of a Bid not responsive to the tender in every respect will be at the Bidder's risk and may result in rejection of the Bid.

7.3 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and Authority will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

7.4 Tender Fee

The cost of the tender document Rs. 20,000 shall be payable in the form of a Demand Draft drawn in favor of "Pay and Accounts Officer, BRIT", payable at Mumbai This Demand Draft for cost of document shall be nonrefundable and submitted along with the Bid.

7.5 Clarification/Queries to tender document

In the event that any Bidder requires any clarification on the tender document, such Bidders are expected to send their queries to BRIT before the pre-bid meeting date in the specified format.

Nothing in this section shall be taken to mean or read as compelling or requiring BRIT to respond to any questions or to provide any clarification to a query. BRIT/ BARC reserves the right not to respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if BRIT/ BARC in its sole discretion considers that no reply is necessary. No extension of due date for submission of bids will be granted on the basis or grounds that BRIT/ BARC has not

responded to any question or provided any clarification to a query.

7.6 Amendment of bidding Documents

At any time before the due date for submission of bids, BRIT/ BARC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment. Any amendments/ modifications to the tender document, which may become necessary for any reason, shall be through the issue of addendum(s) to the tender which shall set forth the said amendments/ modifications thereto. The addendum shall be downloadable from the website <http://www.britatom.gov.in> If required, in order to allow prospective bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, BRIT/ BARC reserves the right to extend the due date for the submission of bids. However, no request from the prospective Bidder(s), shall be binding on BRIT/ BARC for the same.

7.7 Language of Bid

Bids as well as all correspondence and documents relating to the Bid exchanged by the Bidder shall be written in English.

7.8 Bid Currencies

All prices quoted in the Bid and all amounts payable shall be in Indian National Rupee(s) (INR) only.

7.9 Authentication of Bid

Copy of the Bid shall preferably be type written and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder's signatory duly executed by the Bidder in the format set forth in (And if applicable) here to. The person signing the bid shall initial all pages of the bid.

7.10 Validation of interlineations of Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

7.11 Bid Validity Period

Bids shall remain valid for a period of 180 days from due date of bid submission as mentioned in the Bid Summary. BRIT/ BARC reserves the right to reject a Bid as non-responsive if such Bid is valid for a period which is less than specified and BRIT shall not be liable to send an intimation of any such rejection to such Bidder.

7.12 Extension of Period of Validity

In exceptional circumstances, BRIT/ BARC may solicit bidder's consent for an extension of the period of Bid validity. Any such request by BRIT and the response thereto shall be made in writing and such extension of Bid validity period should be unconditional. A Bidder may refuse BRIT's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of BRIT shall not be permitted to modify its Bid.

7.13 Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the deadline for submission of bid and the expiration of the bid validity period and if a Bidder withdraws its bid, then the Bid Security shall be forfeited.

7.14 Last Date of Submission of Bid

The Bids must be received at the specified address, latest by the due date of submission of Bids specified in Bid Summary section. In the event of the specified date which is stipulated as the Bid Due Date is declared as a holiday for BRIT/ BARC, the Bids will be received up to the appointed time on the next working day.

7.15 Late Bids

Any Bid received after the bid due date prescribed by BRIT will be summarily rejected and returned unopened to the Bidder. BRIT shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by BRIT.

7.16 Bid Submission Format

The Bidders will submit the Qualification cum Technical Bid in three sealed envelopes, the details for which are specified below. The title of the envelope shall be super scribed on the sealed envelope.

Envelope 1

- (1) Tender Fee and (2) Bid Security

The envelope shall be titled “**Envelope 1 –Tender Fee and Bid Security**”.

Envelope 2

- Forwarding Letter as per Annexure 1
- Qualifications Details as detailed above.
- Authorization of signatory in the form of Board Resolution/ Partner’s Resolution or Power of Attorney, as applicable.
- Copy of Tender document signed on every page by the Authorized representative of the Bidder.
- Proposed business plan in terms of tonnage capacity and revenue generation model expected from this tender.
- Other details as per document submission checklist.

The envelope shall be titled “**Envelope 2 – Qualification cum Technical Bid**”

Envelope 3

The bidder’s quote for **Fixed Annual Lease Charges (FALC)** and the **Additional Charges (AC)** i.e. X percentage/year on the gross annual revenue plus applicable taxes throughout the currency of the lease.

The envelope shall be titled “Envelope – 3 – Price Bid”

On the day of Bid opening, Envelope 1 would be opened first and the Bid Security and Tender Fee would be verified for bidders. On successful verification of the same, Envelope 2 would be opened.

The bidders shall be declared qualified after assessment of evidences provided in the envelope. Also, the evaluation shall be done on the basis of the contents of Envelope 2 as against the Qualification criteria stated in Clause and submission of all documents as stated in Clause below.

The formats and checklists for each submission are explained below.

7.17 Documents Submission Checklist

Bidders would be required to submit the following documents.

Envelope No.	Documents	Relevant Annexure for Format/ Guidelines
1	<ul style="list-style-type: none">• Tender document fee• Bid Security in the form of demand draft in favor of “Pay and Accounts Officer, BRIT” payable at Mumbai	
2	Qualification cum Technical Bid: <ul style="list-style-type: none">• Forwarding Letter• Bidder Information	Annexure 2, 3,4, 5, 7,8, 9,10

	<ul style="list-style-type: none"> • Anti-blacklisting Certificate • Capability statement of bidder • Bidding firms' certificate of Registration / Memorandum and Articles of Association. • Self- attested certificate showing year-wise turnover of the bidder in processing of food & allied products including the name of the facility, client, value, time period and year • Audited Financial Statements for last 3 years • Turnover certificate and Net Worth Certificate from Statutory Auditor from activities as stated in qualification criteria • List of References / work completed along with Work orders / Satisfactory Completion Certificates. • Quality certifications, if any • Copy of tender document including addendums, corrigendum, drawings, etc. signed on every page by the Bidder's authorized representative. • Authorization of signatory in the form of Board Resolution/ Partner's Resolution or Power of Attorney, as applicable. • Proposed business plan in terms of tonnage capacity and revenue generation model expected from this tender 	
3	<ul style="list-style-type: none"> • Financial bid indicating Fixed Annual Lease Charges (FALC) and the Additional Charges (AC) i.e. X percentage/year on the gross annual revenue plus applicable taxes throughout the currency of the lease. 	

7.18 Tender Fee and Bid Security

Bids submitted shall be accompanied by Tender Fee and Bid Security as mentioned in the Bid Summary of this Tender document.

- Bid Security furnished by the successful Bidder shall be refunded after the acceptance of Performance Security.
- Bids not accompanied with requisite Bid security shall be summarily rejected.
- Bid Security shall be returned to the Bidder –
 - Whose bid has not been accepted by Authority.
 - Whose bid has been accepted by Authority but after receipt of Performance Security (successful bidder).
- Bid security is a non-interest-bearing deposit.
- Bid Security shall be valid for a period up to 180 + 30 days from Due Date and extendable thereafter as per Authority's directives.

- Tender fee is not refundable.

7.19 Discharge of Bid Security of successful Bidder

The Bid Security of a Successful Bidder shall be discharged only after the Performance Security is furnished by the Bidder as per the requirement. The Successful Bidder's Bid Security shall not be adjusted against the Performance Security.

Bid Security shall stand forfeited in the following situations:

- In case of unclear offer and/ or conditional offer, such Bid is not acceptable and so the bid security shall be forfeited.
- In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- In case of Bidder demands transfer of Contract before acceptance of offer or after acceptance of offer.
- For the successful Bidder, if the performance security is not deposited within the time period as mentioned in the Bid Summary of this Tender document.
- In the event the Bidder, after the issue of communication of acceptance of its bid by Authority, fails or refuses to start/execute the work as per its obligations indicated herein. In such a case the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of Contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
- In case of fraudulent practices of fraudulent bid as described in Clause.

7.20 Performance Security

7.20.1 Performance Security payment

- The Successful Bidder who is awarded the contract shall be required to furnish a Performance Security as per the terms set forth in the Bid Summary of this Tender document. The Bid security shall be returned to the Agency on the receipt of Performance Security.
- Provided that if the contract is terminated for reasons other than that which can be attributable to the Agency, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Agency under this Contract, be duly discharged and released to the Agency.

- Performance security in the form of a bank guarantee shall be irrevocable and valid for the contract Tenure and a period of 90 (ninety) days of operations thereafter.

7.20.2 Encashment of Performance Security

Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days (“Encashment Notice”) under the following circumstances:

- Nonpayment of any dues by the Agency to Authority as required to be paid under this tender including all contract Fees and damages as applicable.
- An Event of Default not being remedied by the Agency despite notice as provided in this tender document.
- Non-removal of deficiencies during the Handover and Defect liability period.
- The Agency willing to end the contract period voluntarily before end of the contract period, in which case the full amount of the performance security along with any other outstanding shall remain forfeited.

Provided the extent of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority shall return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.

7.20.3 Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Agency shall within 30 (thirty) days of the Encashment Notice furnish Fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate this contract by giving 30 days notice in accordance with the provisions herein.

7.21 Acceptance of Tender

Authority will accept a tender which will be the best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability.

- To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- Not to accept the highest tender or assign reasons for not accepting the highest tender.
- Not to proceed ahead in the tender without assigning any reason thereof at any stage.

7.22 Consortium/ Joint Venture

Registered Bidder can bid only as a single bidder and no consortium of whatever nature is allowed.

7.23 Further Information

Authority retains the right to ask for any further information, document or clarification that may be required from the Bidder for evaluation purposes.

7.24 Contacting of Authority

Unless specifically requested by Authority for a clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the contract Agreement is executed with the Successful Bidder/s.

7.25 Fraudulent or corrupt Practices by the Bidder

Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Authority will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by BRIT if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

7.26 Site visit and verification of information

Bidders are required to submit their respective Bids after visiting the KRUSHAK Facility and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, market conditions and any other matter considered relevant by

them. Any disputes regarding the above shall not be entertained later.

8.0 Obligations and Undertakings

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Tender, the Parties shall agree and undertake as under:

8.1 General Obligations of the Agency

In case of the contract being awarded to “the Agency”, it shall at its own cost and expense:

- Operate and maintain the Facility in accordance with the provisions and scope of work of this tender, Good Irradiation Practices, and Applicable Laws.
- During the warranty period of the equipment and machinery forming part of the facility, operate the Facility so as ensure compliance with the requirements of the Equipment Supplier’s Manual.
- Arrange necessary manpower as per industry norms and in doing so abide by all the Applicable Laws including Labour Laws at its own cost for operation, maintenance, business development, office work, maintaining of equipment, utilities, buildings, security etc.
- During the period of contract Agency shall submit audited reports of each financial year to BRIT/ BARC. Agency shall facilitate all necessary documents to BRIT / BARC their representative. BRIT/ BARC have the absolute right at its own discretion and intervals as may be deemed fit to inspect the facilities, documents, quality check, statutory compliances if any etc.

BUSINESS PLAN:

The bidder shall submit a Business plan and financial projections for the period of 5 years to BRIT. In addition to onion irradiation the plant will also facilitate irradiation of mango during the mango season.

The agency has to take care of “downtime” into consideration for preparation of business plan and the estimated revenue.

BRIT shall have the absolute authority for periodic performance monitoring during the contract period and BRIT shall have the authority to make suggestions for amendments / improvements in Business performance if required.

Business plan shall be part of final agreement with BARC and BRIT.

- Procure and maintain in full force and effect, as necessary, appropriate rights, licenses, agreements and

permissions for materials, methods, processes and systems used in or as applicable to the operation and maintenance of the KRUSHAK Facility.

- Agency shall pay the electricity charges, water charges, etc. for the utilities consumed by it at the Facility based on the invoices issued by the relevant utility company at actual.
- Take all reasonable precautions for the prevention of accidents on or about the KRUSHAK Facility and provide all reasonable assistance and emergency medical aid to accident victims.
- Hand over the KRUSHAK Facility with all equipment, fixtures, fittings and other assets forming part of the Facility in working condition commensurate to the life of asset and hours of operation undergone by it at the time of expiry or early termination of the contract. The spares and consumables, including Co-60 source, shall be replenished to the level found at the time of taking possession of the KRUSHAK Facility by the Agency.
- Agency shall be entitled to bring in, make additions to and take back any equipment and assets brought in by the Agency for the operations and management of the Facility. In case it requires removing or replacing any equipment or assets forming part of the Facility in order to carry out its obligations, it may do so with approval of the Authority.
- In the event of the Agency undertaking packaging with its own branding/ logo/ identity, it shall print/ affix on the packaging of all its packaged products, the symbol and full name of Authority as subtitle and thereby state that all such products are stored, sorted and packaged at Authority's unit.
- Allow and entitle the Authority or a nominee of the Authority to step into this contract at the Authority's discretion, in place and substitution of the Agency in the event of Termination pursuant to the provisions of this Tender;
- Develop, implement and administer a Surveillance and Safety Program for the plant and the users thereof and the Agency's personnel engaged in the provision of any services including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- Remove promptly upon installation and according to Good Industry Practice, from the KRUSHAK Facility, all surplus installation machinery and materials, waste materials, rubbish and other debris and keep the site in a neat and clean condition at all times.
- Have requisite organization and designate and appoint suitably qualified manpower to implement the contract and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this tender;

- Agency shall ensure that any existing utility on, under, above, adjacent, adjoining or near the KRUSHAK Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.
- Outgoings including any stamp duty (including stamp duty for registration of contract agreement), other duties, taxes, charges, levies, bills, penalties, etc. whatsoever during the subsistence of this contract shall be paid by Agency.
- The bidder shall at no time and under no circumstances employ person of unsound physical or mental health or below 18 years of age.
- The bidder shall provide an employment card to each employee as required under the Contract Labor (Regulations and Abolition) Act, 1970.
- The bidder will be responsible and liable for registration, compliance and payments under all applicable laws and shall comply with and make all statutory payments, contributions, taxes, fees, levies etc., as may be due and payable such laws including, but not limiting to The Factories Act or The Shops and Establishments Act as applicable, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, ESI Act, 1948, The payment of Bonus Act 1965, The payment of Gratuity Act 1972, The Contract Labour (R&A) Act 1970, The payment of Wages Act, 1936, The Finance Act 1991 and The Minimum Wages Act, The Industrial Disputes Act.
- The bidder shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by the Authority or by any authority under these statutes.
- The bidder shall produce all documents for inspection as and when required by the authorities under the concerned Acts.
- In no case, the Authority will be liable or required to make any payment whether to any Government authority or any person in connection with the employment of personnel by the bidder in connection with the said services.
- The Authority shall stand fully indemnified by the bidder in respect of any claim or liability arising in respect of the labor or any employee engaged by the bidder, whether on account of wages or otherwise, including the labour or employees engaged through the contractor (s) of the bidder even if such a claim or liability arises during, on or after the contract period.

8.2 Obligations of the Authority

The Authority shall:

- Provide unhindered access to the Agency and its personnel during the contract period subject to conditions of terms of the contract.
- The pricing of the final products shall be arrived with due consultation with Authority.

- Assist in getting various registrations and approvals from the government authorities.
- Hand over the physical possession of KRUSHAK Facility to Agency free from any Encumbrance no later than the Effective Date.
- Hand over to Agency existing supplier manuals, warranties and guarantees in respect of equipment and accessories present at the Facility.
- In the event of Authority creating any Encumbrance over or in respect of KRUSHAK Facility or any part of it, the Authority shall ensure that the Encumbrance is subject to the rights of the Agency under this tender.
- Ensure that no barriers are erected or placed by the Authority or any Governmental Agency on the KRUSHAK Facility, except on account of law and order situation or upon national security considerations;
- Source replenishment: To undertake replenishment of Cobalt 60 as per the request of the agency on chargeable basis.

9.0 Insurance and Safety Requirements

9.1 Insurance during the contract Period

The Agency shall, at its cost and expense, purchase and maintain during the contract Period, such insurances as are necessary including but not limited to the following:

- Fire and allied natural calamities for the Facility at replacement value with the Authority as beneficiary;
- Re-insurance annually subject to [Re-instatement Value (RIV) Clause] for the Facility with Authority as beneficiary;
 - Agency's all risk insurance including theft, riots, fire, flood etc.
 - Insurance against business loss due to any hamper / shutdown of facility.
- Comprehensive third-party liability insurance including injury or death to such third parties who may enter or are in the vicinity of the KRUSHAK Facility;
 - Workmen's compensation insurance;
- Any other insurance that may be necessary to protect the Agency, its employees and the Facility against

loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

Provided however that for the purpose of the insurance covers at items (a) and (b) the Authority shall provide the Agency with details of cost of assets to enable the Agency to determine the necessary insure cover.

9.2 Application of Insurance Proceeds

- Subject to the provisions of the financing documents used for financing the Facility if any, all moneys received under insurance policies shall be promptly applied by the Agency towards repair or renovation or restoration or substitution of KRUSHAK Facility or any part thereof which may have been damaged or destroyed. The Agency may designate the lenders, under the relevant financing documents, as beneficiaries under the insurance policies or assign the insurance policies in their favor as security for the financial assistance, provided that money received will be promptly applied to repairs and renovation of KRUSHAK Facility first and the lenders can claim only on the remaining amount of such insurance policies.

- The Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the KRUSHAK Facility, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the KRUSHAK Facility shall be released by the Authority to the Agency and balance, if any, shall be retained by the authority.

9.3 Validity of the Insurance Cover

The Agency shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for policy period. If at any time the Agency fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this contract, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Agency forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

9.4 Safety Requirements

- Agency shall in complying with the provisions of this tender comply with the Applicable Laws

and terms of the Applicable Permits and conform to Good Irradiation Practice (GIP). [The Agency shall develop, implement and administer a surveillance and Safety Program for providing a safe environment at the Facility and shall comply with Safety Standards set forth as per norms of Department of Atomic Energy and State government's Health & Safety standards and shall provide additional safety features which are not mentioned these tender documents.

- The safety audit of the operations at the Facility may be conducted by the Authority/authorized representative of the Authority and by the Agency in accordance with safety requirements (certain non-exhaustive safety requirements) and GOOD IRRADIATION PRACTICES once every month throughout the contract Period.
- Agency shall take actions necessary for securing compliance with the general safety standards. In the event such action is not taken, the Authority is entitled to promptly take such safety measures as it deems necessary at the risk and cost of the Agency. Repeated failure by the Agency to comply with safety requirements after adequate notice will be deemed to be an Event of Default.

9.5 Expenditure on Safety Standards

All costs and expenses arising out of or relating to meeting the Safety Standards and all additional expenditure incurred for the safety of the site and operations hereto shall be borne by the Agency.

10.0 General Tender Conditions

10.1 Use of the Facility

The Agency shall not without prior written consent or approval of the Authority use the Facility for any purpose other than for the purposes of operations, maintenance and marketing of the Facility and for providing the Services and purposes incidental thereto as permitted under this tender or as may otherwise be approved by the Authority.

10.2 Rights and Title over the Facility

The Agency hereby assures and undertakes that:

- Agency shall have rights to the use of the Facility only in accordance with the provisions of this tender.
- Agency shall allow access to and use of the Facility, without any demand or pre-condition, for telegraph lines, electric lines or such other utilities and public purposes including as the Authority may specify at the Authority's sole discretion.
- Agency shall not part with or create any Encumbrance on the whole or any part of the Facility.
- The KRUSHAK Facility is being granted to the Agency purely on a **Leave and License basis** for the specific purpose of operations, management and maintenance of the Facility, which shall

during the subsistence of this remain contract, property fully controllable by the Authority. Under no circumstances shall this contract create any interest of the Agency in the property of any nature analogous to lease, ownership, partial or full title.

10.3 Existing Structure and Surroundings of the Facility

The Agency shall have to ensure that any activity of the Agency in the KRUSHAK Facility during the contract Period will not damage any existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Agency directly / indirectly or due to negligence shall have to be borne by the Agency.

10.4 Site to be free from Encumbrances

The Agency shall not part with or create any encumbrance on the whole or any part of the Facility, and shall not place or create nor permit any Contractor or other person to place or create any encumbrance or other interest over all or any part of the KRUSHAK Facility, save and except as may be expressly provided in this contract.

10.5 Letter of Acceptance & Contract

As the first step for the assignment, the Authority shall issue the successful Bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into a Contract in due course which shall consist of these Terms and Conditions- as mutually agreed between the parties and the additional terms that the Authority finds suitable for the execution of the Contract.

10.6 Force Majeure

10.6.1 Force Majeure Event

As used in this tender, Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this tender (“Affected Party”), which act or event satisfies all the following conditions:

- are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- the Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Manufacturing Practices or reasonable skill and care;
- does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- Any consequences of which, prevent, hinder or delay in whole or in part the performance by

such Party of its obligations under this tender.

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause 10.9.

- An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the contract for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the contract, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the KRUSHAK Facility by the Agency or any Affiliate of the Agency or any sub- contractor or any such affiliate or any of their respective employees, servants or agents;
- Strikes, go-slows and/or lockouts or other industrial action or labor dispute which are in each case widespread, nationwide or political and other than those involving the Agency, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- Epidemic within India;
- Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Facility.
- Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Agency in any proceedings for reasons other than failure of the Agency to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this tender or exercise of any of its rights under this tender by the Authority;
- Any public agitation which prevents the operation of the Facility for a continuous period exceeding 10 (Ten) days in an accounting year.
- Change in Law, only when provisions pertaining to the Clause on Change in Law cannot be

applied; expropriation or compulsory acquisition by any Government Agency of the Krushak Facility or Facility site or rights of the Agency or,

- Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Agency or any of the Contractors to perform their respective obligations under the contract provided that such delay, modification, denial, refusal or revocation did not result from the Agency's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.
- Any event or circumstances of a nature analogous to any events set forth above within India.
- Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure Event:
 - Failure or inability to make any payment, or
 - The effects of market conditions

10.6.2 Procedure in case of Force Majeure Event

If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:

- The Force Majeure Event(s) that has occurred
- The date of commencement, nature and estimated duration of such event of Force Majeure Event
- The manner in which the Force Majeure event affects the Affected Party's obligation(s) under this contract
- The measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage in terms of Clause
- Any other relevant information.

Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.

No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Affected Party shall be excused from its

obligations as per this Clause.

10.6.3 Consequences of Force Majeure Event

Provided it complies with this Clause, if the Affected Party is rendered unable to perform any of its obligations under this tender because of a Force Majeure Event, it shall be excused from performance of such obligations as per this Clause to the extent it is unable to perform the same on account of such Force Majeure Event.

In the event the Affected Party is the Agency and is unable to perform the entire operations as stipulated in this tender, the Performance Bank Guarantee shall stand suspended until such time as the Force Majeure event subsists. Also, the contract Period shall be extended suitably by the period for which the operations have been suspended due to the said Force Majeure Event, provided that the Performance Bank guarantee for such extended period shall be payable on pro-rata basis. Provided that where the Force Majeure Event has only rendered the Agency partially unable to perform its obligations under the tender, the Performance Bank Guarantee for that Period and any further action to be taken in this regard shall be decided by mutual agreement between the two Parties.

The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this tender.

10.6.4 Mitigation

During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this contract. The Affected Party shall also make efforts to resume performance of its obligations under this tender as soon as possible and upon resumption shall notify the other Party of the same in writing shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure Event. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

10.6.5 Extended Force Majeure Event

If Force Majeure event continues for more than 180 (one hundred and eighty) days then either Party shall have the right to terminate this contract by giving a notice of 30 days in respect thereof (“**Termination Notice**”) and the date of which Termination shall become effective will be called the “**Termination Date**”.

10.6.6 Excuse from performance of obligations by Party affected by Force Majeure

If the Affected Party is rendered wholly or partially unable to perform its obligations under this contract because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party

to the extent it is unable to perform on account of such Force Majeure Event provided that:

- The Suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event [and to cure the same with due diligence]
- When the Affected Party is able to resume performance of its obligations under this contract, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
- Where the Affected Party is the Agency and the Force Majeure Event has reduced the Agency incapable /unable to perform the Scope of work, then in such an event the performance bank guarantee shall stand suspended until such time as the Agency resumes activities in terms of the contract.

10.6.9 Liability for other losses, damages etc.

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article.

10.7 Events of Default and Termination

10.7.1 Event of Default

Event of Default means the Agency Event of Default or the Authority Event of Default or both as the context may admit or require.

- **Agency Event of Default**

Any of the following events shall constitute an event of default by the Agency ("Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- Any representation made or warranties given by Agency under this contract is found to be false or misleading.
- Agency creates any Encumbrance on the KRUSHAK Facility in favor of any person save and except as otherwise expressly permitted under this tender.
- Agency is in material breach of operation and maintenance requirements (as set out in Clause hereto).

- Performance Security has been encashed and appropriated in accordance with Clause and Agency fails to replenish or provide fresh Performance Security within 30 (Thirty) days.
- Agency sublets or sub-contracts the KRUSHAK Facility to any party for use other than for itself.
- Agency has failed to make any payment due to the Authority within the period specified in this tender document.
- Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this tender and provided that:
 - The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this contract;
 - The amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Agency as at Effective Date; and each of the Project Agreements remains in full force and effect.
- Agency suspends or abandons the operations of the contract without the prior consent of Authority, provided that Agency shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing
- Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
- Agency suffers an attachment being levied on any of its assets causing a Material Adverse Effect on the contract and such attachment continues for a period exceeding 45 days.
- Agency has delayed any payment that has fallen due under this tender and if such delay exceeds 30 (Thirty) days.
- Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of this tender.
- In case of non or poor maintenance of KRUSHAK Facility.
- In case of insolvency of the Agency.
- Substantial shortcoming is observed in achieving the estimated revenue as shown in business plan for continuous two years will be considered as "default" and contract shall be terminated.

10.7.2 Termination due to Events of Default and Termination Payment

(a) Termination for contract Event of Default

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default, Authority shall be entitled to terminate this contract by issuing a Termination Notice of 90 days in writing to the Agency. Further the authority shall be entitled to forfeit/encash the Performance Guarantee.

10.7.3 Agency Authority for Termination

The agency has option to discontinue the contract with prior notice of 90 days. In such case the performance security will be forfeited.

10.8 Dispute Resolution

(A) Amicable Resolution

- Save where expressly stated otherwise in this tender, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this tender between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by the Authority and the Agency.
- Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause below.

(B) Arbitration

- **Arbitrators**

Difference of opinions, if any, arising during the period of the Agreement will be settled on the basis of mutual consultation by the signatories or their designated nominees. In the event of any question, dispute or differences arising under conditions or any special condition of Agreement or in connection with this agreement, except as to any matters the decision of which is specially provided for by these or the special conditions, the same shall be referred to the sole arbitration of Secretary, Department of Atomic Energy, Government of India. There will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the agreement related or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. In the event of Secretary, Department of Atomic Energy, Government of India being unable to act as arbitrator for any reason, it shall be lawful for Secretary, Department of Atomic Energy, Government of India, to appoint another in his place and no objection will be taken by any of the parties to such arbitrator being appointed for any reason whatsoever, including but not limited to the reason that he is a Government servant and had to deal with matters relating to the agreement or expressed views on all or any the matters in

dispute or difference. The arbitrator may from time to time, with the consent of all the parties to the agreement, enlarge the time for making the award. Performance under this agreement shall not be or stand suspended or terminated due to initiation or continuation of any arbitration proceeding and no payment due under this agreement to any party shall be withheld unless such payment constitutes the subject of such arbitration proceeding. The venue of arbitration shall be Mumbai or such as the arbitrator at his discretion may determine. Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. However, all payments due to BRIT will be made during the period of dispute, unless that itself is the point of disputes. In this clause the expression “Secretary, Department of Atomic Energy, Government of India”, the Officer who is for the time being the Administrative Head of the Department of Atomic Energy, whether in addition to other functions or otherwise.

- **Place of Arbitration**

The place of arbitration shall be Mumbai but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time at the sole discretion of the Authority.

- **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions shall be in English.

- **Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

- **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

- **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

- **Performance during Arbitration**

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award

is published; the Parties shall continue to perform all of their obligations under this contract without prejudice to a final adjustment in accordance with such award.

10.9 Confidentiality

Agency and Authority shall agree not to disclose to any third party or use confidential or proprietary information of the other which each learns during the course of the Work. Authority shall not disclose or disseminate Agency's Confidential Information to any person other than those employees of Authority, or its affiliates, who have a need to know it in order to assist Authority in performing its obligations, or to permit Authority to exercise its rights hereunder.

The provisions of Confidentiality in respect of Confidential Information shall not apply to the extent that such Confidential Information is:

- Already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party,
- Subsequently learnt from an independent third party free of any restriction and without breach of the Contract;
- Is or becomes publicly available through no wrongful act of the Receiving Party or any third party;
- Is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party and without the participation of individuals who have had access to Confidential information of the Disclosing Party; or
- Is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the

Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

- The Receiving party will ensure that all their employees who are provided access to the Disclosing Party's Confidential Information, shall sign confidentiality Contracts with the Disclosing party incorporating the same restrictive conditions as are set out in this clause, if so required by the Disclosing party. The confidentiality obligations in terms of this clause shall survive for the term of this arrangement and for a period of two years thereafter.

10.10 Liability

In no event shall the Agency or the Authority be liable, one to the other, for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Agency under the terms of this Tender and Contract.

10.11 Indemnity

- Agency shall at all times, i.e. during the subsistence of this contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Agency of any covenant representation or warranty or from any act or omission of the Agency or his agents or employees.
- The Agency shall at all times, i.e during the subsistence of this contract, shall fully indemnify, hold harmless and defend the Authority and Authority indemnified persons from and against any loss or damages arising out of or with respect to.
 - Failure of Agency, approvals, certification to comply with Applicable laws and Applicable permits from local, state, central government authorities.
 - Payment of taxes required to be made by Agency in respect of income or other taxes of Agency's contractors, suppliers and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the Agency or any of its contractors which are payable by the Agency and its contractors.
 - Income loss to BRIT as presented in Business Plan while bidding.
 - It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for Claims, Losses, Damages, Costs, Expenses or Liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

10.12 **Proposal Disqualification Criteria**

The proposal is liable to be disqualified in the following cases:

- A Bid is likely to be rejected without any further correspondence, as nonresponsive, if: -
 - Bid is not submitted in the manner as prescribed in the Instructions to Bidders section of this tender and is otherwise not in conformity with the terms and provisions of this tender document.
 - Bid is not submitted in the bid-forms annexed in the tender document. •
Bid is submitted by telex, fax or email.
 - Bid Security does not conform to the provisions set forth in this tender.
- Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.

- In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- Proposal submitted in incomplete form.
- Proposal is not accompanied by all requisite supporting documents.
- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (at any stage) or during the tenure of the Contract including the extension period if any.
- Bidders may specifically note that while evaluating the proposals, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of two years from participation in any of the bids floated by Authority. It is also clarified that if need arises Authority would go in for appointment of outside party(s) to undertake the work under the captioned bid.

10.13 Understanding of terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this Tender document, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

10.14 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the Tender document.

10.15 Disclaimer

- Without prejudice to any express provision contained in the Tender and Contract, the Agency acknowledges that prior to the execution of the Contract, the Agency has after a complete and careful examination made an independent evaluation of the Specifications, KRUSHAK Facility, location and all the information provided by Authority, and has determined to the Agency's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or

may be faced by the Agency in the course of performance of its obligations hereunder.

- The Agency further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Agency.

10.16 No Partnership

Nothing contained in the Tender document shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

10.17 Exclusion of Implied Warranties etc.

This contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

10.18 Defect Liabilities after Termination

The Agency shall be responsible for all defects and deficiencies in the KRUSHAK Facility for a period of 90 (ninety) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all Defects and Deficiencies observed by the Authority in the contract during the aforesaid period. In the event that the Agency fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, then the Authority shall be entitled to get the same repaired or rectified at the Agency's risk and cost. All costs incurred by the Authority hereunder shall be reimbursed by the Agency to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Performance Security.

10.19 Miscellaneous

10.19.1 Assignment and Charges

Notwithstanding anything contained herein this tender document, the Agency shall not assign, in whole or in part, any right or delegate any duty under the contract to any third party, except with Authority's prior written consent in this:

- The Agency shall not assign in favor of any person this contract or the rights, benefits and obligations hereunder save and except with prior written consent of the Authority.
- The Agency shall not create nor shall permit to substitute any encumbrance over premises except

with prior consent in writing of Authority, which consent Authority is entitled to decline without assigning any reason whatsoever.

- Restraint set forth in clauses (a) and (b) above shall not apply to liens/ encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of the Business of the Agency.

10.19.2 Ownership and Protection of Property

- Authority shall retain the title, ownership and control of any site allotted by Authority to Agency for purposes of carrying out Agency's obligations in relation to operations of the Facility. Such title and ownership of Authority of any such site shall not pass to Agency.
- For the purpose of this contract, the Agency shall have rights to the use of the site as sole Agency and protect the asset created by Agency subject to and in accordance with this contract.
- Upon expire or earlier termination of the contract Agency shall transfer the possession of any and all the assets created or implemented by the Authority and the Agency at allotted sites under the provisions of this contract to the Authority.
- Agency shall allow free access to the KRUSHAK Facility within 48 hours of receipt of written notice in this regard for the authorized representatives of the Authority, and for the persons duly authorized by any government authority to inspect the KRUSHAK Facility and to investigate any matter within their authority, and upon reasonable notice, the Agency shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions.

Formats for documents to be submitted

ANNEXURE 1 : INDICATIVE FORMAT OF PRICE BID

(To be separately submitted in the format given online only)

Dated:

To Chief Executive
BRIT BARC, Navi Mumbai,

Subject: Price Bid with respect to Operate, Maintain and Manage KRUSHAK Facility for radiation processing of Food and Allied Products at Lasalgaon, District-Nashik, Maharashtra as per Terms and Conditions of this Tender

Dear Sir/ Madam,

With respect to above mentioned subject, price bid offered by me towards annual charges to be paid in consideration of BRIT granting me O&M Rights as per terms and conditions specified in tender for the contract period are as follows:

Sr. No.	Fixed Annual Lease Charges (FALC)	Additional Charges (AC)
1	Rs 1 Crore.	___ percentage of the gross annual revenue as per the audited statement of accounts.

(Stamp of Bidder along with signature of authorized signatory with date)

ANNEXURE 2 : FORWARDING LETTER

Dated:

To,

To Chief Executive

BRIT BARC, Navi Mumbai

Subject: Submission of bid for <name of the tender>

Dear Madam/Sir,

With respect to above mentioned subject, we are pleased to submit our bid for captioned facility. This bid is subject to all terms and conditions contained in the Tender document. I have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this Tender, I am not given any written or oral promise from the Authority.

We confirm that our bid is valid for a period of 180 days from the date of opening of bids. We also hereby undertake and confirm that, notwithstanding any qualifications and conditions whether implied or otherwise contained in our bid, our bid is unqualified and unconditional in all respects and has been made with the full understanding of the project.

We are pleased to submit the following documents as a part of our submission.

- Qualification Documents in hard copy

I am fully aware that the Authority has right to accept any bid or reject any/all bids/tenders without giving any reason and upon rejection of Tender/Tenders I shall not be entitled to any right with related to the Authority.

I have thoroughly read and understand all the terms and conditions of this Tender and I promise to observe all the terms and conditions of this Tender. I have signed and stamped each and every page of this Tender document and all documents submitted herein.

(Stamp of Bidder along with signature of authorized signatory with date)

ANNEXURE 3 : BIDDER INFORMATION

- (a) Name of Bidder:
 - (b) Type of bidder :<proprietorship / partnership/ company>
 - (c) Address of the Registered Office:
 - (d) Address of Corporate Office:
 - (e) Date of Incorporation/ Commencement of Business:

- Brief description of main lines of Business of Bidder:

- Details of Authorized Representative of Bidder:
 - Name:
 - Designation:
 - Company/firm:
 - Address:
 - Telephone No.:
 - E-mail:
 - Fax No.:

following documents should be submitted with Technical Qualification hard copy submission:

- Bidder's registration details and certificate <Incorporation certificate / MoA/ AoA / Partnership Deed / GST Registration etc.>
- Copy of Audited Financial statements for last three financial years
- Self-attested certificate (as per Annexure 4) mentioning that bidder has not been Black Listed by any Government body in India during last three years.
- Authorization given to the bidder's representative who has signed the bid by the Board of Directors/ Partners / authorized body. In case the person who has been authorized by the Board of Directors/ Partners / Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.

ANNEXURE 4 : ANTI- BLACKLISTING INFORMATION

Format for Affidavit certifying that Bidder is not blacklisted
(On a Stamp Paper of relevant value)

It is hereby certified and confirmed that M/s., (name and registered address of the agency) or any of its Proprietor(s)/Promoter(s) / Director(s) are not blacklisted by any state or central government / department / agency in India or from abroad from participating in tendering process, either individually or as partner as on the _____ - (Bid Submission Date). We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period. Dated this day of.....20....

<Name of the Bidder>

<Signature of the Authorized

person><Name of the Authorized

Person>

**ANNEXURE 5: FORMAT FOR POWER OF ATTORNEY OF BIDDER APPOINTING
DESIGNATED REPRESENTATIVE**

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

To,

Chief Executive,
Board of Radiation & Isotope Technology,
BRIT/BARC Complex,
Sector – 20, Vashi,
Navi Mumbai-400703

Dear Sir,

REF: Your TENDER Ref.:

<Bidder's name> hereby authorizes <Designated Representative's name> to act as a representative of <Bidder's name> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings conducted by BRIT. or other entities associated with <Name of the Tender> ("Tender") and to discuss, negotiate, finalize and sign any bid or agreement and contract related to <Name of the Tender>.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this
Power of Attorney>

For

<Name of Bidder >

Encl: Board Authorization

Notarised

**ANNEXURE 6: FORMAT FOR PERFORMANCE SECURITY IN THE FORM OF
BANK GUARANTEE**

To: _____ [name of Employer]

_____ [Address of Employer]

WHEREAS _____ [name and address of Agency]

(Hereinafter called "the Agency") has undertaken, in pursuance of Agreement

No. _____ dated

_____ to execute _____

[Name of Contract and brief description of Works] (Hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Agreement/Contract; AND WHEREAS we have agreed to give Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of _____ [amount of Guarantee]³_____

[in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

_____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date.....

Signature and of the guarantor: _____ Name of Bank:

Address: _____

Date: _____

³An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Employer.

ANNEXURE 7:

DETAILS OF THE FACILITY - TECHNICAL SPECIFICATIONS

Facility Area: 5 ha

Covered Area (Building): 1600 m²

USDA-APHIS Approval: April 26, 2007 (Mango irradiation for export to US)

Class of Irradiator: (AERB SS-6, Rev 1, 2007), Panoramic wet storage type IV-Cobalt 60
4 pass 2-sided continuous irradiation
Sources distribution 3- tier source rack (total slots = 96)

Designed capacity: 400kCi

Current source strength: 344kCi(approx.)

Storage of Source: Under DM water pool – 3x1.6 x6M (d) = 30kL

Biological shield: 1.7 M thick (inner wall 1 M, outer wall 0.7 M separated by labyrinth)
1.02 M wide

Dimensions of Product box: 850 X 545 X 1350 (H) mm

No. of Product box: Total 95

Dimensions of Carrier box: 945 X 600 X 1598 (H) mm

Product box capacity: 105 Kg (30 mango boxes – each of 3.5 kg)

Conveyor speed: Minimum, 0.095, Maximum 0.95 Meter/minute

Irradiation path length in cell area: 22 M

Throughput at 400 Gy: 6T onions/ hr (Approx.) and 4T Mangoes / hr (Approx.) can be processed on continuous conveyor running basis.

ANNEXURE 8:

Annexure – 8 Infrastructural facilities of KRUSHAK, BRIT

Facility
Cold storage room with double doors and two air curtains for Untreated mangoes
Cold storage room with double doors and two air curtains of treated mangoes
Inspection AC room for USDA and APPO inspectors with all amenities and equipment
Office room with AC for successful bidder
Air – Conditioned control room.
Climate controlled dosimetry laboratory with equipment and dosimeters.
Office room for USDA inspector with attached bath room and all amenities such as computer Fax machine, Telephone, Refrigerator, provision for internet
Additional cold Storages (one 250 MT and two 10 MT capacity)
RTAC (Radiation Technology Awareness Centre) & Office with furniture and fixtures
Ancillary facilities (ripening chamber (5 MT), Pre-cooling/Re-heating Room (50 MT), discussion room (with computers (2 nos), LED display and furnitures) and quality control room with laboratory furnitures)
Generator, the electricity supply being erratic in Lasalagaon, the facility is to be run on generator some times. Diesel is to be provided by the bidder
Generator for cold storage
Reach Truck (1) for movement and stacking of wooden bins
Wooden Bins (quantity 930 nos.) for storage of onion
Wash rooms
Fire extinguishers.
Canteen space
Disposal Pit for cut mangoes after inspection

ANNEXURE-9

DETAILS OF SAFETY STANDARDS

The Agency shall follow the below mentioned safety standard throughout the contract period. These are the minimum requirement for safety of workers and other people in the cold storage and scope of the Agency shall not be restricted to followings only regarding safety issue. In addition to these, the Agency shall take other steps as may be prudent and follow the relevant & ISO standards,

- The workers in the plant shall be adequately dressed to maintain body temperature to prevent cold stress.
- Workers' hands, fingers, feet, toes shall be covered with insulated moisture proof gloves and boots to protect from frostbite.
- Workers' gloves shall have adequate gripping surface for firm grip over the objects and boots shall be provided with no-slip sole to prevent slip and trip hazards.
- Ensure that chemicals in cold storage are stocked properly and with compatible materials. Take caution with dry ice and liquid nitrogen which can pose an asphyxiation hazard by displacing oxygen.
- Forklifts and combustion equipment can cause fumes to build up in enclosed spaces – use only with proper ventilation.
- Lighting must be supplied through a constantly burning bulb or a light with an illuminated switch located inside the cold room.
- Floors in the cold storage shall be covered with Non-slip flooring mats to protect workers in wet areas.
- Ensure that the door of the cold storage can be locked from the outside only if the inside releases mechanism of the door is provided and functioning.
- Provide warning signage on the door and audible and visible signal systems inside the room that are tested daily.

- **Radioactive Material Usage and Storage**
- Receipt and usage logs accessible –
- All receipt and usage logs on file in lab –
- Receipt and usage logs properly completed –
- Radioactive material properly stored and secured against inadvertent entry and theft –
- All items listed on inventory are present and accessible
- Storage units containing radioactive material are properly labeled – Units used for storage of radioactive materials (e.g. stock vials, samples).
- Radioactive material labels on required areas/items of use –
- areas/items (e.g. work benches, centrifuge, fume hood, incubator, pipettes, etc.) used for radioactive material experiments
- Laboratory Surveys shall undertake on regular basis for radioactive usage and storage laboratory.
- Lab survey records shall be accessible – at all times.
- Lab survey records shall be reflective of use or active inventory.

**ANNEXURE-10
DETAILS OF MANPOWER REQUIREMENT**

Sr.	Designation	Education Qualification	Experience	Responsibility	Nos.
1	General Manager	B.E./B.Sc/B.Sc (Agri) and MBA	Minimum 10 years' experience in Agro 1. Industrial Sector 2. Experience in radiation processing preferred	1. Overall in charge 2. Marketing of the plant and services 3. Liaison with customer, Law enforcing authority 4. Manpower management and training 5. Planning for source loading and replacement 6. Supervision of plant commissioning dosimetry	1
2	Radiation Safety Officer	A Degree in Engineering or in Science from a recognized university/institution with Physics as one of the subjects. (CODE NO. AERB/RF-RPF/SC-1) RSO Certificate	<ul style="list-style-type: none"> • More than 2 years of experience • Minimum 1-year experience as RSO in Gamma Irradiation facility 	1. General Safety checks of the facility and any unusual occurrence 2. Periodical checking of all safety systems provided in 3. Local safety committee recommendation and their implementation 4. Calibration of portable survey meters 5. Licensed RSO	
3	Facility-in-Charge/Facility Manager	B.E(Elec/Mech/M.sc (Physics) and RSO course certificate	<ul style="list-style-type: none"> • More than 3 years of experience • Minimum 1year experience as FIC in Gamma Irradiation facility 	1. Process specification 2. Shift Management 3. Product scheduling 4. Good Radiation Practice 5. Maintenance of record pertaining to plant operation and product processing 6. Periodical preventive maintenance 7. Servicing of equipment	1

4	Quality Assurance Manager	M.Sc. (Microbiology)/ (Organic Chemistry) or equivalent Postgraduate Degree	<ul style="list-style-type: none"> • 2 years of experience • 1 year experience in Gamma Irradiation facility preferred 	<ul style="list-style-type: none"> • Good Irradiation Practices (GIP) Good Radiation Practices Calibration of Instruments • Record checking pertaining to Dosimetry and quality control • Plant commissioning and decommissioning dosimetry • Visits of regulatory Authority for Dose in comparison • Traceability of dosimeter to National and International laboratory • Microbial Count analysis of incoming and outgoing material 	1
5	Plant Operation	Diploma in Engineering (Elec./Mech) or B.Sc (Physics)and Plant Operator Certificate	<ul style="list-style-type: none"> • More than 2 years of experience • Minimum one experience in Gamma Irradiation facility 	<ul style="list-style-type: none"> • Licensed Operator • Product storage and Processing • Records of processing breakdown and maintenance • Placement of Dosimeters and retrieval • Cycle Time Message book for shift in charge 	2
6	Maintenance Engineer	Diploma in Engineering (Elec./Mech) or B. Sc (Physics)and Plant Operator Certificate	<ul style="list-style-type: none"> • More than 2 years of experience • Minimum one experience in Gamma Irradiation facility 	<ul style="list-style-type: none"> • Equipment and Plant Maintenance • Calibration of Instrument • Inventory of spares required for the plant • Any Interruption in the plant operation and action taken 	1
7	Assistant (General)/Assistant (Finance)	B. Com/B. A	<ul style="list-style-type: none"> • 2 years of experience 	<ul style="list-style-type: none"> • Day to Day correspondence with the administration and customer • Product receipt and dispatch • Packing-note-cum invoice along with all pertaining papers for 	2

				each consignment processed at the facility <ul style="list-style-type: none"> • Accounts maintaining 	
8	Security	Above SSC Retired Ex- service man	<ul style="list-style-type: none"> • 2 Year of experience 	<ul style="list-style-type: none"> • Safety and security of plant • Manage day to day operation of materials and manpower, visitors etc • To Manage Gate secure and safe of the plant (24X7) Hrs. 	2 per shift
9	Cold storage operator/ technician	Diploma holder in the subject	<ul style="list-style-type: none"> • 2 Year of experience 	<ul style="list-style-type: none"> • Safe, secure and efficient operation of cold storages, pre-heating room, and ripening chamber 	

ANNEXURE -11

FORMAT TO FILL UP BIO-DATA FOR MANPOWER AVAILABLE IN EXISTING FACILITY AND FOR PROPOSED TENDER

FOR EACH DESIGNATION MENTIONED IN ANNEXURE- 10

• Manpower Engaged in the Existing unit of the Bidder

Sr no	Name	Designation	Qualification	Experience	Working with this unit since	Statutory License**	
						Name of License	Date of Issue & Validity
1							
2							
3							
4							
5							

**RSO and Plant Operator

Manpower Proposed to be Deployed at Radiation Processing Plant at KRUSHAK

Sr no	Name	Designation	Qualification	Experience	Working with this unit since	Statutory License**	
						Name of License	Date of Issue & Validity
1							
2							
3							
4							
5							