

E-mail: anand.mishra@iterindia.in

Tele No. +91 79 23269655

TASK ORDER

Reference No. **I-I/XXX/XXXX/XX/2024-25**

xxth XXXXXX, 2024

Between ITER-India (Institute for Plasma Research) [INDA], Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad - 380005 referred as "Purchaser/Sending Entity" and **XXXXXXXXXXXX** referred as "Local Logistics Service Provider" for providing Logistics Services.

The clauses and conditions of the Empanelment Agreement, Task Order and your SPL are applicable and to be completed with the following:

APPLICABLE DOCUMENTS & REFERENCES:

The Contractor undertakes to perform the services as agreed in the Task Order. The parties shall also abide by the terms and conditions in the following associated documents listed below:

- 1) Framework Contract for Global Transport, Logistics and Insurance Services No. IO/CFT/12/6000000085 dated 10 February 2012 as completed/amended by the present TO.
- 2) Implementation Agreement No. I-I/LSP/01/13-14 dated 14 August 2013.
- 3) Amendment-I to the Implementation Agreement I-I/LSP/01/13-14 dated 16th October, 2013
- 4) **Empanelment Agreement xxxx**
- 5) Invoice No. (Non-Commercial) and Packing List No. I-I/CDCL/Export/1715/2023-24.
- 6) Shipping Plan of Load No. xxxxxxxx and Commercial Offer Version xxx dated xx/xx/202x.
- 7) The present Task Order No. **I-I/XXX/XXXX/XX/2024-25**.

ARTICLE 1: SUBJECT OF THE TASK ORDER No. I-I/388/CDCL/IO/2023-24 dated 05.10.2023

Consignments are to be transported under deck on FCA basis from M/s SIMIC ITALY to Any feasible Port of Loading in Italy. Customs Clearance and loading on the vessel will be done at the Port of Loading, and thereafter these consignments will be shipped to FOS-SUR-MER (GPMM) France for delivery to the at ITER-Site. The task order shall be including Multimodal Transportation (Road, Ocean Transportation, Port Handling, Customs Clearance, etc.) of the consignments.

INDA's {ITER-India, IPR} financial obligation for delivery of the consignment is only up to Quay FOS-SUR-MER (GPMM) France, un-hooked. Thereafter, F4E (EUDA) shall be financially responsible for transportation and logistics up to the DAP at ITER-Site.

Obligations and risk/liabilities of INDA, **XXXX**, DAHER Technologies and F4E (European Domestic Agency) shall be as agreed in MOU, the Global Transport, Logistics and Insurance contract IO/CFT/12/6000000085 dated 10 February 2012, Implementation Agreement, Empanelment Agreement, between ITER-India and **XXXX**.

1. **The First Phase of Transportation:** INDA shall be responsible for taking delivery of the consignment from M/s SIMIC to Quay FOS-SUR-MER (GPMM) France, un-hooked.

2. **Second Phase of Transportation:** F4E (EUDA) shall be financially responsible for all the activities starting after delivery of the consignment at Quay FOS-SUR-MER (GPM) France, un-hooked, by INDA and until delivery DAP (Free on Truck) ITER-Site, St Paul Lez Durance, France.

ARTICLE 2 : PRICE OF THE TASK ORDER

The prices of the task order are the activities as mentioned above in Article-1 subject of the Task Order.

The Price Break-up of the Task Order is as under:

Table: 1 (Cost Break up)

Description of Services	Unit Rate	Currency	Basis	Qty.	Total (INR)
Operations charges at Origin					
1 - Sub Total Operations at Origin				INR	
Main Transportation					
Sea Transportation Charges from Port of Loading to Fos sur Mer, France (including lashing/unlashing)					
2 - Sub Total International Ocean/Sea Transport				INR	
Operations at Destination					
Third Party Surveyor charges at Destination					
3 - Sub Total Operations at Destination				INR	

4 - Total of Operation Charges (1+2+3)		INR	
Gross Profit & Ad Valorem Transport Insurance			
D - DAHER gross profit, as per contract ITER/CFT/12/6000000085	7.00% on INR XXXX		INR
Ad Valorem transport Insurance	XX % of (Invoice Value + Freight Cost) INR XXXXXX		INR
5 – Sub Gross Profit & Ad Valorem Transport Insurance		INR	
Total Estimated Cost to INDA (4+5)		INR	

F4E Contribution					
Operations from GPMM (Fos) to ITER site					
Cost Description	Unit Rate	Currency	Basis	Qty.	Total (EURO)
A. Sub-total of operations from GPMM (Fos) to ITER site				EURO	
GROSS PROFIT					
B – Sub-total of Daher Gross profit				EURO	
Total Estimated Cost (A+B)				EURO	

The estimated approximate cost of the Task Order for INDA amounts to ***XXXX Rupees XXXXX only**). #subject to variation of Foreign Exchange and charges mentioned in Note 1-5 shall be extra.

Note 1. Terminal Handling, Water Front, Custom Inspection, Storage Charges, Detention/Demurrage charges etc. attributed solely to the INDA will be reimbursed separately on

production of valid documentary proof. Applicable taxes, duties and statutory levies shall be paid extra & duties as per prevailing rate.

Note 2. Retention charges for mechanical trailers and hydraulic axle will be nil for the first four days from the date of reporting of the vehicle at the collection point.

Note 3. Detention Charges for Trailers, additional loading/unloading (if any) is included I the scope of the contractor.

Note 4. No taxes and duties of any other country except India shall be paid by the Purchaser.

Note 5. The complete payment will be made in Indian Rupees only as per the exchange rate declared by the RBI Reference rate, prevailing on the date of Bill of Lading.

Note 6. The Payment for F4E Contribution will be paid by F4E. The amount mentioned above is for reference purpose only.

** The number of Man Days and Interventions mentioned above are estimated and to be invoiced according to actual number of Man Days and Interventions performed. The same is to be invoiced according to actual number of intervention(s) performed based on the Certificate submitted by the Survey Company/Insurance Company and countersigned by DAHER/Local Logistics Service Provider. The payment will be done only on the basis of the rates quoted & the number of interventions performed. No other charges will be reimbursed.

ARTICLE 3: DURATION OF THE TASK ORDER - PLANNING

3.1. **Duration:** Following signature of this Task Order No. **I-I/XXX/XXXX/XX/2024-25**, the same shall remain in force until completion of all services and obligations defined herein.

3.2 Shipment Planning and execution:

The consignments shall be loaded as per the following schedule and itinerary:

- 3.2.1. **Place of Collection/Receipt:** FCA basis from SIMIC ITALY
- 3.2.2. **Place of Customs Clearance:** Any feasible Port, ITALY.
- 3.2.3. **Port of Loading:** Any feasible Port, ITALY.
- 3.2.4. **Port of Discharge:** To be delivered at Quay FOS-SUR-MER (GPMM) France, un-hooked.
- 3.2.5. **Consignor:** ITER-India (IPR), Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad – 380005, Gujarat, India.
- 3.2.6. **Consignee:** ITER Organization, Route de Vinon sur Verdon, CS90046/13067, St Paul lez Durance France.
- 3.2.7. **Place of Delivery:** ITER Organization, B-17, Route de Vinon sur Verdon, 13115, St Paul-Lez-Durance, France

ARTICLE 4: GENERAL CONDITIONS:

- 4.1. **Type of Transport:** Multimodal Transportation (Road and Ocean Transportation). Actual number of FRT shall be determined based on the actually shipped as mentioned on Ocean Bill of Lading.
- 4.2. **Description of Item:** As per mentioned in the Packing List I-I/CDCL/EXPORT/1715 /2023-24
- 4.3. **INCOTERMS for Collection:** FCA basis SIMIC ITALY.
- 4.4. **INCOTERMS for Delivery:** DAP St Paul Lez Durance INCOTERMS 2010.
- 4.5. **Period of Delivery at FoS Sur Mer:** XX Days from the date of FCA Collection (Ex-Works Loaded Collection) of the Consignments/Shipments(s) from M/s SIMIC ITALY.
- 4.6. **Value for Insurance:** The declared value of the loads/shipments to be replaced in case of loss is Euro xxxxx (Euros xxxx Only). The nature and quantity of the loads are as per the aforesaid Packing lists. (Reference Rate 1 Euro = INR xxx) Insurance premium charges to be paid at actuals on the basis of submission of documentary proof.
- 4.7. **Liquidated Damages/Penalties:** The Liquidated Damages/Penalties, as defined in the Framework Contract (referred to as applicable document), w.r.t. the present Task Order shall apply to the delivery of the following deliverables:

Deliverables	Delivery dates	Liquidated Damages/ Penalized Value
As per the Packing List (I-I/CDCL/EXPORT/1715/2023-24)	Transportation shall be initiated within 90 calendar days from the date of intimation from the purchaser for readiness of the cargo.	In case of late delivery due to direct faults and/or negligence in the performance of the Agreement by the Local Logistics Service Provider (LLSP) XXXX, the LLSP XXXX shall be deemed responsible for the delay. By derogation to the Transport International Conventions and local regulations the Local Logistics Service Provider shall compensate INDA with a compensation of 5 per thousand (0. 5%) of the individual Task Order Price per calendar week of delay. The total amount of compensation shall not exceed 5 per cent (5 %) of the Task Order Price.
	30 Days for from the date of FCA Collection (Ex-Works Loaded Collection) of the Consignments/Shipments(s) from M/s SIMIC ITALY to Quay Fos Sur Mer, France	

- 4.1. This task order shall be governed by all the terms & conditions of Empanelment Agreement No. xxxxx and shall prevail over terms and conditons of this task order, in case of any contradidction.

ARTICLE-5: PAYMENTS

5.1. Payment will be made within 30 days from the date of receipt of error free invoice along with all the documents mentioned below which are to be submitted after delivery of the consignment at ITER-Site. The complete payment will be made in Indian Rupees only. The complete payment will be made in Indian Rupees only as per the exchange rate declared by the Reserve Bank of India Reference Rate, prevailing on the date of Bill of Lading. Further, in case of delivery of the consignment to the interim storage facility in Marseille region other

than ITER-Site, the payment terms agreed in Amendment-I to the Implementation Agreement I-I/LSP/01/13-14 dated 16th October, 2013 shall apply.

- (a) The relevant original invoices in duplicate indicating the reference number of the Contract, Implementation Agreement and the reference of the Task Order number to which they refer along with any other supporting document for claimed amount.
- (b) Clean, Stamped on Board and duly signed Bill of Lading.
- (c) A copy of Insurance Certificate/Declaration.
- (d) A copy of Shipping Bill with the related documents if any (for Export).
- (e) A duly signed Shipment Delivery Certificate as per the packing list by the Receiver including all its annexes.
- (f) Original(s) of LR for Local Road Transportation.
- (g) Receipts in original w.r.t. Statuary payments, Stamp Duty, Duties, Wharfage for which LLSP (Local Logistics Service Provider) is claiming reimbursement.
- (h) All copies of receipts duly signed by LLSP w.r.t. Port Charges, Shipping Line Charges (such as THC, BL, DO Charges, Co-Loader Charges, surcharges etc.), Security Charges, CFS Charges, Insurance Survey Fees etc. for which LLSP is claiming reimbursement.
- (i) Insurance premium and the surveyor cost will be paid on submission of insurance certificate & surveyor reports respectively. The same shall be reimbursed to Daher Technologies, France by the LLSP.

5.2. Payments shall be made to the Local Logistics Service Provider through RTGS/NEFT.

ARTICLE 6 – TAXATION

6.1. The Local Logistics Service Provider shall have sole responsibility for compliance with the tax laws which apply to it.

6.2. Only if the direct exemption of taxes and duties at the source is legally not possible, the Local Logistics Service Provider shall invoice them.

6.3. The Local Logistics Service Provider shall be responsible for making payment of GST or any applicable Tax at the time of invoicing to the Indian Tax Authorities.

6.4. Applicable Income Tax (TDS) will be deducted from the bills/invoices at the prevailing rate and the necessary TDS Certificate shall be issued.

The parties have through their authorize representatives executed this Task Order No. **I-I/XXX/XXXX/XX/2024-25**, in accordance with associated documents listed above, in five copies two for INDA and one each for LLSP, DAHER and F4E (EUDA) done and signed in original copies, one for each party.

On behalf of the Sending Entity (INDA)

Date : xx xxxx, 202x	Signature :
Name : Mr XXX	
Title/Designation : Project Director, ITER-India	

On behalf of the Local Logistic Service Provider (xxxxx)	
Date :	Signature :
Name	
Title/Designation	

On behalf of the Daher Technologies, France	
Date	Signature :
Name	
Title/Designation	

On behalf of the European Domestic Agency (F4E)	
Date	Signature :
Name	
Title/Designation	