

Annexure-A

Scope of Work & Technical Specifications for Transportation of Beam Source Frame Structure

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Abbreviations

DDP	Delivery Duty Paid
FCA	Free Carriage
LSP	Logistic Service Provider
LLSP	Local Logistic Service Provider

Scope of work

Multimodal Transportation (Road & Ship) along with Customs Clearance activities of beam source frame structure (including support structures), from its collection point to delivery point as mentioned in the section below. Transportation shall be completed in single batch.

Cover Ad-valorem Insurance covering all risks for the shipments for end to end movement.

Submission of loading plan, route plan and commercial offer.

Safe handling during transport and safe intermediate storage (if required). Loading and unloading of cargo at port (as required). Note – Loading at collection point is in scope of bidder/LSP. Unloading at delivery point is not in the bidder/LSP scope.

Custom clearance activities at the country of collection point & delivery point. (Necessary documentation will be provided by the Supplier/Manufacturer/Exporter/Importer.) Custom clearance exemption may be provided by buyer, if applicable.

From (collection point):

ITER-India lab
Institute for Plasma Research (IPR)
Near Mother Dairy, Indira Bridge, Bhat Village, Gandhinagar – 382428
INCOTERM 2020 : Ex Works

To (delivery point):

PVA Germany

PVA Industrial Vacuum Systems GmbH

Im Westpark 10-12 | 35435 Wettenberg | Germany

Tel. +49 (641) 68690-283 || Fax +49 (641) 68690-824

E-Mail: luis.reichenecker@pvatepla.com | Web: www.pvatepla-ivs.com

INCOTERM 2020: DDP PVA Germany

Insurance of goods:

To be considered for the bid. Insurance to be taken for 110% of the transit cargo value.

Means of transport:

Road: Pickup from DNB laboratory at IPR (Collection Point) and delivery at Mundra port in India by road (note: loading at collection point is in scope of transporter).

Ship: From Mundra Port to Hamburg port in Germany.

Road: Pickup from Hamburg port in Germany and delivery by road at PVA Germany.

Duration:

Transportation shall be initiated within 15 days and completed within 60 days from the date of placement of task order.

Item Description:

Beam Source Frame Structure

Dimension of the item L X B X H (in mm): 2700 X 1800 X 1250

Weight of the Package: 1300 Kgs (Approx.)

Type of the Package: Stainless Steel frame structure

Cost of the Package: The cost of the package is 8,62,500 INR

NOTE:

The Logistics Service Provider (LSP) shall follow road / ship transport by using relevant trailer / cargo.

Detention of the trailer for loading and unloading is included in the scope of LSP.

Introduction:

ITER is a unique collaboration involving more than half of the global humanity. The ITER partners are the Peoples Republic of China, The European Union, India, Republic of Korea, Japan, Russian Federation and the United States of America. ITER will be built mostly through in-kind contributions from the participant countries Domestic Agencies (DAs) in the form of components manufactured by DAs and delivered/installed at ITER.

ITER-India is the Indian Domestic Agency (INDA) responsible for delivering India's contributions to the ITER Project. It is a specially empowered project within the Institute for Plasma Research, which is an aided institute under the Department of Atomic Energy (DAE), Government of India. More information is available in the web site www.iterindia.in. The scope of work is for transportation of beam source frame from India to Germany. The leg of journey involves (i) pickup from collection point (loading in scope of bidder), (ii) delivery by road to Mundra port, (iii) ship transport to Hamburg port in Germany and (iv) delivery by road to PVA Germany from Hamburg port (unloading at delivery point is not in the scope of bidder).

Evaluation Criterion:

Sr. No.	Evaluation Criteria (EC)	Documentary proof to be submitted
1	The Logistics Service Provider (LSP) shall be a Company/LLP/Partnership Firm/Proprietorship registered with the Registrar of Companies/Concerned Authority in India.	Valid Company/LLP/Partnership Firm/Proprietorship registration certificate.
2	The bidder (together with tie-up/MoU/Joint Venture/Agreement partner) shall have experience of handling of road and ship cargoes from India to Europe (experience of at least one project during the last 3 years from the enquiry date).	Unpriced Purchase order copies with proof of handling of cargoes by the bidder with their tie-up/MoU/Joint Venture/Agreement partner in following categories (at least one experience in each category); 1) Ship cargo from India to Europe 2) Road transport in India 3) Road transport in Europe.

3	Annual Average turnover for the last 3 financial years (2021-22, 2020-21, 2019-20) should be atleast 5 lakhs	Audited balance sheets of financial years (2021-22, 2020-21, 2019-20) for CA Certificate
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Technical Details of Shipment & General Terms and Conditions:

- This shipment will consist of one wooden box packing.
- The wooden box is non stackable type and suitable for indoor storage only.
- These wooden boxes contain of **beam source frame (Non-Hazardous & Non-Dangerous)**. Good Quality Waterproof Tarpaulin should be used by the LSP for covering of the Consignments for transportation.
- Box will be mounted with shock detectors (Purchase & Mounting of shock detectors is not in scope of bidder/LSP), The bidder is responsible to not exceed the maximum allowable acceleration limit during transport, i.e. 37G. At the time of delivery at destination, these should be intact and not missing. The allowable value should not be exceeded else the bidder i.e. LSP will be liable and accountable for damages, as applicable (considering extent of damage after checks and in line with ad valorem insurance value).
- ITER-India will provide the packing list and technical information of the consignment.
- The transport shall take place after ITER-India issues the task order.
- Detention of the trailer is included in the scope of LSP. However, loading of consignment at pickup point is in the scope of LSP.
- LSP shall organize transport within 15 calendar days after receiving task order and inform the Purchaser at least five working days before about the exact date of pick-up of items and delivery date of items.
- Custom clearance shall be in the scope of LSP. (Note: Custom Duty exemption if applicable may be provided by buyer).

Terms of Prices:

The prices quoted shall be **firm, fixed and non-revisable** during the validity and extended validity of the bid. Break-up of price should be furnished. The quoted price should not be subject to price escalation. Price quoted shall be exclusive of Custom Duty.

Payment Terms:

Payment will be made to the Logistics Service Provider (LSP) through RTGS/NEFT 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 safe delivery of the consignment at delivery point. The complete payment will be made in Indian Rupees only, SBI TT selling rate for USD/Euro prevailing on the date of MAWB shall be taken for conversion purpose. Payment shall be made on actual weight transported based on weight and dimensions mentioned in bill.

(a) The relevant original invoices in duplicate indicating the reference number of the Task Order number to which they refer along with any other supporting document for claimed amount.

(b) A copy of Insurance Certificate/Declaration.

(c) A duly signed Shipment Delivery Certificate/CMR as per the packing list by the Consignee including all its annexes.

(d) All copies of receipts duly signed by LSP w.r.t. any other charges if any.

Taxes & Duties:

- The price quoted should be inclusive of all applicable Indian taxes, levies, duties.
- GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid.
- The Local Logistics Service Provider shall have sole responsibility for compliance with the tax laws which apply to it.
- GST will be as applicable and 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.
- Applicable Income Tax (TDS) and GST TDS will be deducted from the bills/invoices at the prevailing rate and the necessary TDS Certificate shall be issued.
- Compliance of taxation will be done by the LSP.

Arbitration:

- All disputes or differences arising out of or in connection with the TO including the one connected with the validity of the TO or any part thereof, should be settled by bilateral discussions.
- The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and LSP. In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the LSP and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the TO
- Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- The parties shall continue to perform their respective obligations under the order during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Governing Law & Jurisdiction:

The Task Order shall be construed and shall be governed by the laws of India and the LSP shall be required to comply with all the applicable laws with regard to performance of the Task Order.

The Courts in Ahmedabad (Gujarat State, India) only shall have exclusive jurisdiction to deal with and decide all disputes arising out of this Task Order.

Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the LSP or the Purchaser, as the case may be which they could not foresee or with a reasonable amount

of diligence could not have foreseen and which substantially affects the performance of the TO, such as:

Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.

Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.

Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in LSP's works.

Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after LSPs performance of his obligations has been delayed for other cause. However, the LSP is not entitled to increase in statutory levies that have come into force during the extended delivery period.

Liability:

ITER-India shall not be liable and accountable for damage sustained by the appointed LSP in performance of the Task Order except in the event of willful misconduct or gross negligence on the part of the Requesting Party.

The appointed LSP shall be liable for any direct loss or damage and/or death or personal injury caused by itself in performance of the Task Order including in the event of subcontracting/partnership agreement. ITER-India shall not be liable and accountable for any act or default on the part of the appointed LSP in performance of the Order/Agreement. The appointed LSP shall provide compensation in the event of any action, claim or proceeding brought against ITER-India by a third party as a result of damage or loss caused by the appointed LSP in performance of the Task Order.

Indemnity:

The appointed LSP shall indemnify and keep indemnified ITER-India all losses, damages, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the task order.

Risk Purchase:

ITER-India reserves to itself the following rights in respect of Task Order consequent to this enquiry without entitling the appointed LSP for any compensation.

If the appointed LSP fails to render all or any of the services required under the scope of work of the Task Order satisfactorily in the opinion ITER-India then ITER-India reserves the right to get the work done by other parties at the risk and cost of the appointed LSP.

Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY