


	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	GeM Bid No.
		BID NO: GEM/2024/B/4641493

**Annexure-A :**  
**Scope of Work, Technical Specification and Other Terms & Conditions**

**Logistics Services for Multi Modal Transportation (Air & Road) and  
Ad-valorem Insurance of PROGRAMMABLE BI-POLAR POWER  
SUPPLY UNIT OF M/S KEPCO, USA MAKE from India to USA**


ITER-India, Institute for Plasma Research  
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,  
Ahmedabad 380005, Gujarat, India



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## 1. INTRODUCTION

The scope of work is for transportation of certain instrument of ITER project (packaged in 1 carton box) from India to USA for repair purpose under warranty. The leg of journey involves (i) pickup from collection point (loading not in scope of bidder), (ii) delivery by road to Ahmedabad international airport, (iii) air transport to any international airport in Newyork and (iv) delivery by road to Kepco, Inc., Attn.: Receiving Department/RMA 47433, 131-40 Maple Ave., Flushing, NY 11355, USA from nearest airport (unloading is in scope of bidder).

## 2. EVALUATION CRITERIA :

Sr. No.	Evaluation Criteria (EC)	Documentary proof to be submitted
1	The Bidder i.e. 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 air and road cargoes in India and USA (experience of at least one project in any of the last 3 years from the tender 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) Air cargo from India to USA 2) Road transport in India 3) Road transport in USA


## 8. SCOPE OF WORK:

**8.1** Multimodal Transportation (Road & Air) along with Customs Clearance activities of Power supply unit , refer Table-1 and Packing List # I-I/ECRH/EXPORT/1714/23-24 from its collection point to delivery point as mentioned in the section below.

**8.2** Cover Ad-valorem Insurance covering all risks for the shipments for end to end movement. For this refer the proforma invoice.

**8.4** Safe handling of consignment during transport and safe intermediate storage (if required). Loading and unloading of cargo at Airports and other places (as required).

**8.5** Custom clearance activities at the country of collection point & delivery point. (Necessary documentation will be provided by the Supplier/Manufacturer/Exporter/Importer.)


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- 8.6 From (Collection Point):** ECRH Lab, ITER India Building  
Institute for Plasma Research (IPR)  
Bhat Village, Near Indira Bridge  
Gandhinagar-382428  
Gujarat – INDIA
- 8.7 To (Delivery Point):** Kepco, Inc.  
Attn.: Receiving Department/RMA 47433  
131-40 Maple Ave.  
Flushing, NY 11355, USA
- 8.8 Insurance of goods:** INCOTERMS 2020: DDP at delivery point  
To be considered for the bid. Insurance = 110% of the transit cargo value. Take/refer from Invoice No. I-I/ECRH/EXPORT/1714/23-24
- 8.9 Means of transport:** Road: Pickup from ECRH laboratory at ITER-India Building, IPR (Collection Point) and delivery at international airport in India (note: loading is not in scope of transporter/LSP).  
  
Air: From international airport in India to international airport in USA.  
  
Road: Pickup from international airport in USA and delivery at Kepco, Inc., Attn.: Receiving Department/RMA 47433, 131-40 Maple Ave., Flushing, NY 11355, USA  
(note: unloading is in scope of transporter/LSP)
- 8.10 Duration:** Transportation shall be initiated within 10 days and completed within 30 days from the date of placement of GeM Contract.
- 8.11 Item details:** Number of Carton Box – 1 in Nos.  
Refer Packing List: I-I/ECRH/EXPORT/1714/23-24
- 8.12 NOTE:**
- 8.12.1** The LSP shall follow road /air transport by using relevant trailer/cargo plane.
- 8.12.2** Any other charge from collection point to delivery point for safe delivery of the Consignment as per Table-1 is included in the scope of LSP.

## 9. TECHNICAL DETAILS OF SHIPMENT & GENERAL TERMS AND CONDITIONS:

**9.1** This shipment will consist of 1 (one) Carton Box. Please refer Table-1 for information. For further details, please refer Attachment 1 (Packing List) and Attachment 2 (Proforma Invoice).

**9.2** The carton box is non-stackable type and suitable for indoor storage only.

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**9.3** This carton box contains “**PROGRAMMABLE BI-POLAR POWER SUPPLY UNIT OF M/S KEPKO, USA MAKE (Non-Hazardous & Non-Dangerous)**”. The power supply is packed in a single carton box . For detailed information please refer the Packing List I-I/ECRH/EXPORT/1714/23-24. Good Quality Waterproof Tarpaulin should be used by the LSP for covering of the Consignments for transportation.

**9.4** For more details, please refer Table 1. LSP will be liable and accountable for damages, as applicable (considering extent of damage after checks and in line with ad valorem insurance value).

**9.5** LSP shall organize transport within 10 calendar days after receiving GeM Contract and inform the Purchaser at least five working days before about the exact date of pick-up of items and delivery date of items.

**Table – 1: Consignment details for the carton box packaging. For actual details, please refer Packing list no. I-I/ECRH/EXPORT/1714/23-24**

Box No.	Description of Item	Qty.	Type of Package	Dimensions			Unit Net Weight (Kg)	Total Gross Weight (Kg)
				Length (cm)	Width (cm)	Height (cm)		
1	Supply of Bi-polar Power Supply Unit for Magnet Coil Application with standard accessories Kepco Inc USA Make (A) Model No. BOP 100-10MG - 01 Nos. [E1676871]	1	Carton Box	570	710	250	25	30
							<b>25</b>	<b>30</b>

## 11. TERMS OF PRICES:


The unit 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 in the bid/offer document as per format provided in Annexure-I. The quoted price should not be subject to price escalation. Unit rate as quoted by LSP shall be used by the Purchaser, as and when required during the execution of the GeM Contract.

Note: The Customs Duty is not applicable for this consignment since it is being exported for repair purpose under warranty and will return back to India within 1-3 months. The GR waiver has been applied for movement of the consignment with no commercial transaction.

## 12. 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

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

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(b) A copy of Insurance Certificate/Declaration.

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

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

### **13. TAXES & DUTIES:**

**13.1** The price quoted should be inclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Annexure-I) at the prevailing rates. No taxes and duties of any country outside India shall be paid by the Purchaser.

**13.2** GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid.

**13.3** The Logistics Service Provider shall have sole responsibility and liability for compliance with the tax laws which apply to it.

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.

### **14. LIQUIDATED DAMAGES (LD):**

**14.1** If the LSP fails to organize transportation and deliver the items within 30 calendar days from the date of issue of GeM Contract and the delay or part thereof is attributable to the LSP, the Purchaser shall recover from the LSP as liquidated damages sum of half percent (0.5 percent) of the total GeM Contract value for each calendar week of delay that is attributable to the LSP. The total liquidated damages shall not exceed five percent (5%) of the total GeM Contract value.


**14.2** Items will be deemed to have been delivered only when all its items and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.

**14.3** However, the payment of liquidated damages shall not in any way relieve the LSP from any of its obligations to complete the work scope or from any other obligations and liabilities of the LSP under the order.

### **15. ARBITRATION:**

**15.1** All disputes or differences arising out of or in connection with the GeM Contract including the one connected with the validity of the GeM Contract or any part thereof, should be settled by bilateral discussions.

**15.2** 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

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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 GeM Contract

**15.3** 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.

**15.4** 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.

## **16. GOVERNING LAW & JURISDICTION:**

**16.1** The GeM Contract 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.

**16.2** 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.

## **17. 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:

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

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

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


**17.4** 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.

## **18. LIABILITY:**

ITER-India shall not be liable and accountable for damage sustained by the appointed LSP in performance of the GeM Contract except in the event of wilful 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 GeM Contract including in the event of subcontracting/partnership agreement. ITER-India shall not be liable 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 GeM Contract .

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## 19. INDEMNITY:

The appointed LSP shall indemnify and keep indemnified ITER-India all losses, 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 GeM Contract .

## 20. RISK PURCHASE:

ITER-India reserves to itself the following rights in respect of GeM Contract consequent to this GeM bid 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 GeM Contract 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.


## 21. Annexures

**Annexures-I: Price-Bid Format**

**Annexure-II: SELF-DECLARATION BY BIDDER FOR COMPLIANCE AS PER RULE 144(XI)  
OF GFR 2017**

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



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## **ANNEXURE – I**

### **PRICE BID FORMAT**

(To be submitted duly filled-in by the Bidder)

**Price – Bid Format for Multimodal Transportation (Road & Air) along with Customs Clearance activities of Bi-polar power supply unit**

Sr. No.	Description	Unit	*Qty. as per PL No. 1714	Rate (A)	Applicable Taxes and Duties (B)	Total Rate (A+B)
1.	Road Transportation Charges from ECRH Lab, 3rd Floor ITER-India Laboratory Building Institute for Plasma Research (IPR) Bhat Village, Near Indira Bridge Gandhinagar-382428 Gujarat – INDIA to any International Airport in Gujarat/India.	Lump sum Price in INR	30 Kgs.			
2.	Export Customs Clearance Charges at International Airport in India (Necessary documents will be provided by Supplier/Manufacturer /Exporter))	Lump sum Price in INR				
3.	Airport Handling Charges	Lump sum Price in INR	30 Kgs.			
4.	Loading & Unloading Charges (At any International airport in India and USA)	Lump sum Price in INR	30 Kgs.			
5.	Air Freight Charges from International Airport India to International Airport in USA.	Lump sum Price in INR	30 Kgs.			
6.	Import Customs Clearance Charges at International Airport in USA. Note: The Customs Duty is not applicable for this consignment since it is	Lump sum Price in INR				

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	being exported for repair purpose under warranty and will return back to India within 1-3 months. The GR waiver has been applied for movement of the consignment with no commercial transaction.					
7.	Road Transportation Charges from International Airport in USA to Kepco, Inc (including unloading), Attn.: Receiving Department/RMA 47433, 131-40 Maple Ave. Flushing, NY 11355, USA	Lump sum Price in INR	30 Kgs.			
8.	Insurance (ICC – A coverage, WAR & SRCC and loading & unloading covered) to be mentioned in % of 110% Goods/Items Value (as declared in proforma Invoice) or lumpsum value	Insurance in terms of % of Goods/Items value or lumpsum value				
9.	Any other charges (To be specified)					
<b>10.</b>	<b>Total Price (to be quoted in GeM)</b>					

**NOTES:**

- The detention charges (if any) shall be mentioned separately and is in the scope of LSP only.
- L1 will be derived based on the total cost to ITER-India (Sr. no. 10 i.e. including applicable taxes) as per above Price Bid Format.

**Signature of the authorised representative of the Bidder**


**Place:**

**Name:**

**Title:**

**Date:**

**Official Seal:**

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## **ANNEXURE-II**

### **SELF-DECLARATION BY BIDDER FOR COMPLIANCE AS PER RULE 144(XI) OF GFR 2017**

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. .... dated .....

2) Bid for Air International Logistics Service

**Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.**

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax: