



www.iter-india.org

**ITER-India, Institute for Plasma Research**

Block A, Sangath SKYZ, Bhat- Motera Road, Koteswar, Ahmedabad 380005 Gujarat, India.

Ph.No. : +91-79-23269656/9575 FAX : +91-79-23269591 / 9501

Email : purchase@iter-india.org

**ENQUIRY - LOCAL**

OFFICE COPY                      ENQUIRY NO                      : I-IEN21014  
Date    : 06/07/2021  
Due Date                                        : 20/07/2021 by 5:00 PM (IST)

We invite your rate/s for the following item/s. The Instructions to bidders and Terms & Conditions are attached herewith.

**Important Note :**

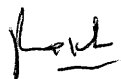
1. Enquiry No., Date & Due Date should appear on the envelope otherwise your offer will be rejected.
2. Address quotation only to the Purchase officer.

Sr No.	Material Description	Quantity	Unit
1	Logistics Services - Transportation of components of ITER Cold Circulators (6 boxes) from India to Italy by (road/air)	1	LOT


**Note :**

- (1) Submit your quotation in hard copy (sealed envelope superscribing enquiry no and due date) AT THE ABOVE ADDRESS.
- (2) Any clarification on this enquiry may be sought from the Purchase Officer, ITER-India through email to purchase@iter-india.org.
- (3) Quote with complete technical details.
- (4) Technical Specifications are as per attached Annexure-A. Bidder needs to sign & put official seal on each & every page of Annexure-A which shall be treated as acceptance by bidder on Annexure-A.
- (5) GST registration & SAC Code to be submitted in the offer.
- (6) The order shall not be splitted.
- (7) Bidder needs to submit required documentary proof as asked in section-2 Evaluation Criteria of attached Annexure-A, failing which bid may not be considered for further evaluation.
- (8) Bidder shall submit offer as per Price bid format. (Refer Annexure-I)
- (9) Only Class-I and Class-II Local Suppliers/Service Providers eligible to bid for this enquiry. Refer Government notification no. P-4501/2/2017-PP (BEII) issued by Ministry of Commerce & Industry in this regard provisions as per notification as amended from time to time shall apply for this tender.
- (10) Class-I and Class-II Local Suppliers/Service providers will submit duly signed self declaration on their letter head as per Annexure-II along with the offer failing which bid may not be considered for further evaluation.

Encl:- as above

  
Rakhi Dharamdasani  
Sr. Officer (Purchase & Stores)  
ITER-India (IPR)

1. The quotation and any order resulting from this enquiry shall be governed by our Conditions of Order and supplier quoting against this enquiry shall be deemed to have read and understood the same in to
2. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by ITER-India unless our specific written acceptance thereof is obtained.
3. Quotation: Your quotation superscripting our enquiry No., date, due date and brief description of item should be submitted to the Purchase Officer, ITER-India in sealed envelope on or before the due date. Late/ Delayed/incomplete quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. ITER-India is not bound to accept lowest rate/s. Bidder shall submit the price bid/offer on Bidder's letter head with official seal and sign on each page.
4. The bid documents shall be prepared in English language only
5. All pages of the bid documents shall be numbered. Each page of the bid document shall be stamped and initialized.
6. In the event of any date indicated above is a declared Holiday, the next working day with the same time limit shall become operative for the respective purpose mentioned herein
7. In case of deviation in payment terms including demand of advance other than specified in payment schedule and accepted by ITER-India, prevailing Prime Lending Rate (PLR) of SBI will be loaded for price comparison purpose
8. ITER-India and their authorized representatives may visit the Contractor/Sub-contractors if required as part of technical evaluation process
9. ITER-India reserves the right to place order on one or more parties.
10. Specifications: Material should be offered strictly conforming to our specifications/drawings, if any. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation. Clarification/s on specifications/drawings should be obtained from Purchase Officer before submitting quotation.
11. Terms of Prices : Quotation should be submitted on door delivery basis, duly packed & insured without extra charge wherever possible. In the case of Indian suppliers, the material is to be delivered at our stores free of charge duly packed & insured.
12. Unit rate/s should be valid throughout the validity of Purchase Order for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order.
13. Prices are required to be quoted according to the units indicated in the tender form/Enquiry. When Quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
14. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail. Unsigned quotations will summarily be rejected.
15. ITER-India shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted. ITER-India also reserves the right to split the order at its sole discretion.
16. Octroi is not applicable at present.
17. Delivery Date/Period: Delivery period is essence of the Order. Supplier must indicate the firm delivery date by which the materials will be dispatched / delivered by them from the date of our order.
18. Delivery period shall be clearly indicated against each item separately.
19. Inspection: Materials on its arrival at ITER-India will be inspected by our Engineer/Stores In-Charge, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchaser regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
20. Payment: Payment will be arranged for accepted materials only within 30 days from the date of acceptance of materials at ITER-India and receipt of error free bills in our accounts section, complete in all respects.
21. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
22. Guarantee: The Stores/Items offered should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
23. The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the Order.
24. Successful tenderer will have to furnish in the form a Bank Guarantee or in Indemnity Bond form as called for by the Purchaser towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material for the due execution of the Order. Insurance for the Free Issue Material shall be arranged by the Supplier/Contractor at his risk and cost.
25. Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.
26. Canvassing in any form with regard to this tender will lead to rejection of the bid.
27. The Project Director, ITER-India reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reasons.
28. This enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
29. Jurisdiction: The Order shall be governed by the Laws of India for the time being in force. The Courts of Ahmedabad/Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Order.
30. Unsuccessful bidders will not be intimated about the results of the enquiry/tender.
31. Purchase will not be responsible for payment of any interest to the Supplier, in case of delay in releasing payment.
32. The price evaluation shall be carried out on Landed price.

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

## **Annexure-A**


# **Logistics Services for Multi Modal Transportation (Air & Road) and Ad-valorem Insurance of ITER Cold Circulator components from India to Italy**

**ENQUIRY No. : I-IEN21014 DATED 06.07.2021**

**DUE ON : 5 PM ON 20<sup>TH</sup> JULY, 2021**

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



	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

## TABLE OF CONTENTS

CLAUSE NO.	CONTENT	PAGE NO.
1.	INTRODUCTION	3
2.	EVALUATIO CRITERIA	3
3.	METHOD OF SUBMISSION OF BID	3
4.	VALIDITY OF THE BID	5
5.	REJECTION OF THE BID	5
6.	RESULT OF THE BID	5
7.	CLARIFICATIONS	5
8.	SCOPE OF WORK	5
9.	TECHNICAL DETAILS OF SHIPMENT AND GENERAL TERMS & CONDITIONS	6
10.	SHIPMENT PERIOD	8
11.	TERMS OF PRICES	9
12.	PAYMENT TERMS	9
13.	TAXES & DUTIES	9
14.	LIQUIDATED DAMAGES (LD)	10
15.	ARBITRATION	10
16.	GOVERNING LAW & JURISDICTION	10
17.	FORCE MAJEURE	10
18.	LIABILITY	11
19.	INDEMNITY	11
20.	RISK PURCHASE	11
ANNEXURE - I	PRICE-BID FORMAT	12



## 1. 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.iter-india.org](http://www.iter-india.org).


The scope of work is for transportation of certain components of cold circulators for ITER project (packaged in 6 wooden boxes) from India to Italy. The leg of journey involves (i) pickup from collection point, (ii) delivery by road to Ahmedabad international airport (in India), (iii) air transport to Milan international airport (in Italy) and (iv) delivery by road to Simic S.p.A from Milan international airport (unloading not in scope of bidder).

## 2. EVALUATION CRITERIA :

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 air and road cargoes in Europe (experience of at least one project during the last 5 years from the enquiry date).	Any valid documentary proof of handling of cargoes by the bidder (e.g. unpriced purchase order copy/airway bill/lorry receipt) with proof 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 Europe 2) Road transport in Europe

## 3. METHOD OF SUBMISSION OF BID :

3.1 The BIDDER shall submit their offer/response in English language. The bid should be printed with legible words. It shall accompany a complete set of enquiry documents including attachments duly signed and stamped on all pages by an authorised representative of the Bidder which will be considered as your acceptance to the enquiry document.

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

**3.2** The Bid submission will comprise of all the enclosed documents as well as the documents required to be submitted by the BIDDER as detailed in this document. The Price-Bid Format is annexed to this enquiry and bidders are requested to submit their prices/rates as per this format only.

**3.3 Due Date and Time to Submit the Bid:** Bid (single part – Technical and price bid) in sealed envelope (as per given below Envelope Format) with the above Enquiry Reference no., date, due date and brief description should be submitted latest by **5:00 PM (IST) on 20<sup>th</sup> July, 2021** to the Purchase Officer-I (Purchase & Stores) ITER-India at the following address:

**The Purchase Officer (Purchase & Stores)**  
 ITER-India, Institute for Plasma Research  
 Block-A, Sangath SKYZ, Bhat-Motera Road  
 Koteswar, Ahmedabad - 380008  
 Gujarat.  
**E-mail: [purchase@iter-india.org](mailto:purchase@iter-india.org)**  
**Phone: 079-23269656**  
**Fax: 079-23269501**

**Format of Envelope for Bid Submission**

**Enquiry Notice No: I-IEN21014 DATED 06.07.2021**


**Due On- Date: 20<sup>th</sup> August, 2021 & Time: 17:00 hrs. (IST)**

**Title: “Logistics Services for Multi Modal Transportation (Air & Road) and Ad-valorem Insurance of ITER Cold Circulator components from India to Italy”.**

To  
 The Purchase Officer  
 ITER-India, Institute for Plasma Research  
 Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,  
 Ahmedabad 380005,  
 Gujarat, INDIA

From: XXXXX

- No request for the extension of date for submission of Enquiry will be considered.
- Bids received after the due date and time for its submission will not be accepted. Late/Delayed bids will not be accepted.
- ITER-India will not be responsible for any delay/loss of tender documents in transit. The documents can be sent by Speed Post/Registered Post/Courier at the address given above so as to reach by the due date and time. Documents received after the due date will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of documents.
- In the event of any date indicated in this document is a declared Holiday, next working day shall become operative for the respective purpose mentioned herein.

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

3.4 Bids received without the details asked for may not be considered.

3.5 Bid should be free from Corrections and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

4. **VALIDITY OF THE BID:** Bid should be valid at least up to **60 days** from the date of its opening. If asked by the Purchaser, the bidder shall extend the validity of his bid without any change in rates and terms and conditions.

5. **REJECTION OF THE BID:** Noncompliance of enquiry specifications including evaluation criteria & terms and conditions will lead to summarily rejection of bids received.

6. **RESULT OF THE BIDS:** Unsuccessful bidders will not be informed of the result of their bids.

7. **CLARIFICATIONS:** Any questions, information, clarifications etc. pertaining to this Enquiry may be obtained from the Purchase Officer-I (Purchase & Stores) at e-mail id: [purchase@iter-india.org](mailto:purchase@iter-india.org)

8. **SCOPE OF WORK:**

8.1 Multimodal Transportation (Road & Air) along with Customs Clearance activities of ITER Cold Circulators components, refer Table-1 and Packing List # I-I/CDCL/EXPORT/1692/20-21 from its collection point to delivery point as mentioned in the section below.


8.2 Submission of Route Plan.

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

8.4 Safe handling 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 county of collection point & delivery point. (Necessary documentation will be provided by the Supplier/Manufacturer/Exporter/Importer.)

8.6 **From (Collection Point):** ITER India Cryogenics Laboratory (IICL)  
Institute for Plasma Research (IPR)  
Bhat Village, Near Indira Bridge  
Gandhinagar-382428  
Gujarat – INDIA


	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

- 8.7 To (Delivery Point):** M/s LKT and C/o M/s SIMIC  
Simic S.p.A.  
Via Vittorio Veneto  
I-12072 Camerana CN  
Italy  
INCOTERMS 2020: DDP
- 8.8 Insurance of goods:** To be considered for the bid. Insurance = 110% of the transit cargo value. Take/refer from Invoice No. I-I/CDCL/EXPORT/1692/20-21
- 8.9 Means of transport:** Road: Pickup from IICL laboratory at IPR (Collection Point) and delivery at international airport in India.  
Air: From Ahmedabad international airport in India to Milan international airport in Italy.  
Road: Pickup from Milan international airport in Italy and delivery at Simic S.p.A., Via Vittorio Veneto, I-12072 Camerana CN, Italy.
- 8.10 Duration:** Transportation shall be initiated within 10 days and completed within 30 days from the date of placement of task order.
- 8.11 Item details:** Number of Wooden Box – 6 in No.s.  
Refer Packing List: I-I/CDCL/EXPORT/1692/20-21
- 8.12 NOTE:**
- 8.12.1** The LSP shall follow road /air transport by using relevant trailer/cargo plane.
- 8.12.2** Detention of the trailer for loading and unloading is included in the scope of LSP. Any other charge from collection point to delivery points is included in the scope of LSP.

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

- 9.1** This shipment will consist of 6 (six) Wooden Boxes. Please refer Table-1 for more details.
- 9.2** The wooden box is non stackable and non tiltable type and suitable for indoor storage only.
- 9.3** These wooden box will contain of **ITER Cold circulator components (Non-Hazardous & Non-Dangerous)**. The cold circulator casings in 5 boxes (out of total of 6 boxes) will be internally pressurized upto 0.5 bar(g) to prevent any contamination. For detailed information please refer the Packing List: I-I/CDCL/EXPORT/1692/20-21. Good Quality Waterproof Tarpaulin should be used by the LSP for covering of the Consignments for transportation.
- 9.4** Each of these boxes will have 2 externally mounted shock detectors (on any 2 mutually perpendicular side walls). Additionally 2 more shock detectors and 1 shock recorder will be placed on the steel frame jig housing the circulator casing inside 5 boxes as applicable. For more details, please refer Table 2. The maximum allowable acceleration limit during transport is 37G. At the



	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

time of delivery at destination, these should be intact and not missing. The allowable value should not be exceeded by any one of the detectors.

9.5 ITER-India will provide the packing list and technical information of the consignment.

9.6 The transport shall take place after ITER-India issues the task order and release note.


9.7 Detention of the trailer, additional loading/unloading (if any) is included in the scope of LSP. However, unloading of consignment at delivery point is not in the scope of LSP.

9.8 LSP shall organize transport within 10 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.

**Table – 1: Consignment details for the wooden box packaging. For actual details, please refer Packing list no. I-I/CDCL/EXPORT/1692/20-21**

Sr. No.	Description of Item	Qty.	Type of Package	Case Marking	Dimensions**			Unit Net Weight (Kg)	Total Gross Weight (Kg) **
					Length (cm)	Width (cm)	Height (cm)		
1	Pump Casing - ST #1 ST Cold Circulator`	1 Set	Wooden Box (1/6)	ST #1 Box (1/6)	106	106	143	316	400
2	Pump Casing - TF #1 TF Cold Circulator`	1 Set	Wooden Box (2/6)	TF #1 Box (2/6)	106	106	143	316	400
3	Pump Casing - TF #2 TF Cold Circulator`	1 Set	Wooden Box (3/6)	TF #2 Box (3/6)	106	106	143	316	400
4	Pump Casing - TF #3 TF Cold Circulator`	1 Set	Wooden Box (4/6)	TF #3 Box (4/6)	106	106	143	316	400
5	Pump Casing - TF #4 TF Cold Circulator`	1 Set	Wooden Box (5/6)	TF #4 Box (5/6)	106	106	143	316	400
6	Thermal Shield Assembly (5 in no.s)	5 Set	Wooden Box (6/6)	TS + Carton B Box (6/6)	156	91	111	50	200
	Carton Box B (loose items)	1 Set							
								<b>1630</b>	<b>2200</b>

\*\* Tentative

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

**Table – 2: Details of placement of shock detectors on Consignment Boxes**

From ITER-India Lab to SIMIC S.p.A Italy								
S No.	Content	Qty.	Shock detector mounting			Shock recorder mounting		
			Internal frame	External side wall	Total	Internal frame	External side wall	Total
1	Pump Casing - ST#1 ST cold circulator	1	2	2	4	1	-	1
2	Pump Casing - TF#1 TF cold circulator	1	2	2	4	1	-	1
3	Pump Casing - TF#2 TF cold circulator	1	2	2	4	1	-	1
4	Pump Casing - TF#3 TF cold circulator	1	2	2	4	1	-	1
5	Pump Casing - TF#4 TF cold circulator	1	2	2	4	1	-	1
6	Thermal Shield Assembly + other loose items Carton B	5		2	2			
		1 Set	-	2	2	-	-	-
		<b>Total shock detectors attached</b>			<b>22</b>	<b>Total shock recorders attached</b>		<b>5</b>

Please Note:

- Each box shall have one pair mounted externally, on any two mutually perpendicular side walls.
- In addition to above criterion, one pair of shock detector on any two mutually perpendicular side beams and one shock recorder shall be mounted on each frame containing the cartridge and casing.

**10. SHIPMENT PERIOD:**

Bidders are requested to mention the shipment period/time in their bids from Collection Point to Delivery Point.



**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. 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 Task Order.

**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, 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 Air way bill.

The air freight charges will be paid on the basis of weight or volume whichever is higher, as mentioned in MAWB/HAWB and 6000 cubic cms shall be deemed to be equal to one kilogram.

- (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 (SIMIC S.p.A- Italy) 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 exclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Annexure-I) at the prevailing rates. Taxes and duties of any country outside India shall be paid against submission of valid documentary proof.


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

**13.3** 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) will be deducted from the bills/invoices at the prevailing rate and the necessary TDS Certificate shall be issued.

Taxes and Duties applicable as per the prevailing rules of Government of India and/or State Government against the Task Order issued to the LSP will be deducted from the invoice of the LSP and compliance of taxation will be done by the LSP.

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

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

14.1 If the LSP fails to deliver the items within the time specified in the TO 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 TO price 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 TO price.

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 TO including the one connected with the validity of the TO 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 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

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 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.

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:

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

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 for damage sustained by the appointed LSP in performance of the Task Order 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 Task Order 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 Task Order.

**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 task order.

**20. 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.

Annexures: Price-Bid Format

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014


## 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 ITER Cold Circulator components

Sr. No.	Description	Unit	*Qty. as per PL No. 1692	Price/Unit	Total
1.	Road Transportation Charges from ITER India Cryogenics Laboratory (IICL), Institute for Plasma Research (IPR) Bhat Village, Near Indira Bridge, Gandhinagar-382428, Gujarat – India to any International Airport in Gujarat/India.(Loading of Consignment will be carried out by the Supplier as per DDP Incoterms 2020)	Per Kg Price in INR	2200 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	Per Kg Price in INR	2200 Kgs.		
4.	Loading & Unloading Charges (At any International airport in India)	Per Kg Price in INR	2200 Kgs.		
5.	Fuel and Security Surcharges	Per Kg Price in INR	2200 Kgs.		
6.	Air Freight Charges from International Airport India to International Airport in Italy.	Per Kg Price in USD/Euro**	2200 Kgs.		
7.	Import Customs Clearance Charges at International Airport in Italy. Note: The Customs Duty Exemption Certificate will be provided by Purchaser. If it is not possible, the same charges will be reimbursed on actual basis based on documentary proof.	Lump sum Price in INR			
8.	Road Transportation Charges from International Airport in Italy to Simic S.p.A. Via Vittorio Veneto, I-12072 Camerana CN Italy.	Per Kg Price in INR	2200 Kgs.		
9.	Insurance (ICC – A coverage, WAR & SRCC and loading & unloading	Insurance in terms of %			

	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Enquiry No.
		I-IEN21014

	covered) to be mentioned in % of 110% Goods/Items Value.	of Goods/Items value			
10.	Any other charges (To be specified)				
11.	Applicable Taxes and Duties in % (Pl. mention Sr. Nos. as per above list for which GST will be applicable)				To specify applicable % and sr. nos. on which GST is applicable

**NOTES:**

- a. The insurance cost shall be mentioned separately as per Sr. No. 9 in Annexure-I.
- b. The detention charges (if any) shall be mentioned separately.
- c. L1 will be derived based on the total cost to ITER-India (total of sr. no. 1 to 9 including applicable taxes) as per above Price Bid Format.
- d. Payment shall be made on actual weight transported based on weight and dimension mentioned in Air Way Bill.
- e. 6000 cubic cms shall be deemed to be equal to one kilogram.
- f. SBI TT selling rate (For air freight charges) shall be taken as on date of enquiry for conversion from USD/Euro to INR. This will be considered for deriving L1 bidder.

**\* Commercial Terms & Conditions:**

Sr.No	Description	Bidder's Compliance
1	Payment:ITER-India payment terms will apply (Refer Sr. No. 12 of Annexure-A)	Comply Yes/No (In case of No Please provide details)
2	Validity Period (Refer Sr.No. 4 of Annexure-A)	Comply Yes/No (In case of No Please provide details)
3	GST (To Specify as applicable)	
4	GST No.	
5	SAC Code	
6	Discount(if any)	
7	Remarks	

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

**Place:**

**Name:**

**Title:**

**Date:**

**Official Seal:**



## INVOICE (NON-COMMERCIAL)

Invoice No.	I-I/CDCL/EXPORT/1692/20-21	Date:	25.02.2021				
Exporter :		Procurement Arrangement (PA) Number :		3.4.P3.IN.01			
ITER-India (IPR), Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad - 380005, India		Other reference :		(i) I-I/CON/008/STAGE-I-CC-IHI/2013-14 dated 21/01/2014 (ii) I-I/CON/001/STAGE-II-CC-IHI/2016-17 dated 01/12/2016			
Place of Receipt :	ITER India Cryogenics Laboratory (IICL) Institute For Plasma Research (IPR) Bhat Village, Near Indira Bridge Gandhinagar-382428 Gujarat - INDIA  Contact Person Details: Mr. Anand Mishra/ Jotirmoy Das / Anuj Garg TEL:+91-79-2326 9655/9853 ;+91-79-2396-4375 Mob:+91-9403707434/94285 75446 / 89803 01523	Manufacturer :	IHI Rotating Machinery Engineering Co. Ltd (IRM) 7-12, Shinonome 1-Chome, Koto-Ku, Tokyo 135-0062 JAPAN  Phone : +81-45-522-5322 Fax: +81-45-522-5341 Email id : noriyoshi_ooka@irm.ihi-group.com				
Delivery Address :		Delivery Address :					
M/s LKT and C/o M/s SIMIC Simic S.p.A. Via Vittorio Veneto I-12072 Camerana CN Italy		M/s LKT and C/o M/s SIMIC Simic S.p.A. Via Vittorio Veneto I-12072 Camerana CN Italy					
Contact :	christian bozzolasco	Contact :	christian bozzolasco				
Phone no.:	Tel.: +39 0174 906611	Phone no.:	Tel.: +39 0174 906611				
E-mail :	christian.bozzolasco@simic.it	E-mail :	christian.bozzolasco@simic.it				
Place of Receipt by Pre-carrier		ITER India Cryogenics Laboratory (IICL), Institute For Plasma Research (IPR), Bhat Village, Near Indira Bridge, Gandhinagar-382428, Gujarat - INDIA					
Vessel/Flight No.		-					
Airport of Loading		Ahmedabad Airport, India					
Airport of Discharge		Milan Airport, Italy					
Final Destination		Simic S.p.A.					
Country of final Destination		Italy					
Terms of Shipment (Incoterms 2020) :		DDP at Simic S.p.A. site, Camerana, Italy. INCOTERMS 2020					
SL. NO.	DESCRIPTION OF ITEM	HS CODE	ORIGIN	QUANTITY	UNIT	UNIT VALUE (INR)	SUBTOTAL (INR)
1	Pump Casing - ST #1 ST Cold Circulator	8414.80	JAPAN	1	SET	7100000	7100000.00
2	Pump Casing - TF #1 TF Cold Circulator	8414.80	JAPAN	1	SET	7100000	7100000.00
3	Pump Casing - TF #2 TF Cold Circulator	8414.80	JAPAN	1	SET	7100000	7100000.00
4	Pump Casing - TF #3 TF Cold Circulator	8414.80	JAPAN	1	SET	7100000	7100000.00
5	Pump Casing - TF #4 TF Cold Circulator	8414.80	JAPAN	1	SET	7100000	7100000.00
6	Thermal Shield assembly (5 in No.s)	8414.90	JAPAN	5	SET	710000	3550000.00
	Carton Box B (containing various loose items)	8414.90	JAPAN	1	SET	71000	71000.00
<b>TOTAL VALUE (Rs)*</b>							<b>3,91,21,000</b>
(In Words Three Crore Ninety One Lakh Twenty One Thousand Only)							
* No commercial Value / Value for customs purposes only							
ITER-INDIA(IPR)'s IEC CODE : 0100000011/AMDCG0111E							
GSTN No. AA240717007578Z							
PAN No. AAAAI0348C							
Shipment under NFEI Scheme							
RBI GR WAIVER Reference Number : FE.AH.EXP.347/07.21.001/2020-21 dated 03rd February, 2021							

For ITER-India (IPR):

(Uday Kumar)

Logistics Contact Person of CDCL Group

For ITER-India (IPR):

(Anand Mishra)

Coordinator for INDA Logistics



**Attachment 1: PACKING LIST**

<b>Packing List Number:</b>		I-I/CDCL/EXPORT/1692/20-21		<b>Date:</b>		25.02.2021			
<b>Exporter:</b>				<b>Procurement Arrangement (PA) Number:</b>		3.4.P3.IN.01			
ITER-India (IPR), Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad – 380005, India				<b>Other reference:</b>		(i) I-I/CON/008/STAGE-I-CC-IHI/2013-14 dated 21/01/2014 (ii) I-I/CON/001/STAGE-II-CC-IHI/2016-17 dated 01/12/2016			
<b>Place of Receipt:</b>		<b>Manufacturer:</b>		IHI Rotating Machinery Engineering Co. Ltd (IRM) 7-12, Shinonome 1-Chome, Koto-Ku, Tokyo 135-0062 JAPAN Phone : +81-45-522-5322 Fax: +81-45-522-5341 Email id : noriyoshi_ooka@irm.ihigroup.com					
ITER India Cryogenics Laboratory (IICL) Institute For Plasma Research (IPR) Bhat Village, Near Indira Bridge Gandhinagar-382428 Gujarat - INDIA  Contact Person Details: Mr. Mayur Patel / Jotirmoy Das / Anuj Garg TEL:+91-79-2326 9530/9853 ;+91-79-2396-4375 Mob:+91-99792 08080/94285 75446 / 89803 01523									
<b>Delivery Address:</b> M/s LKT and C/o M/s SIMIC Simic S.p.A. Via Vittorio Veneto I-12072 Camerana CN Italy				<b>Delivery Address:</b> M/s LKT and C/o M/s SIMIC Simic S.p.A. Via Vittorio Veneto I-12072 Camerana CN Italy					
<b>Contact:</b>		christian bozzolasco		<b>Contact:</b>		christian bozzolasco			
<b>Phone no.:</b>		Tel.: +39 0174 906611		<b>Phone no.:</b>		Tel.: +39 0174 906611			
<b>E-mail:</b>		christian.bozzolasco@simic.it		<b>E-mail:</b>		christian.bozzolasco@simic.it			
<b>Place of Receipt by Pre-carrier</b>				ITER India Cryogenics Laboratory (IICL), Institute For Plasma Research (IPR) Bhat Village, Near Indira Bridge, Gandhinagar-382428, Gujarat - INDIA					
<b>Vessel/Flight No.</b>				-					
<b>Airport of Loading</b>				Ahmedabad Airport, India					
<b>Airport of Discharge</b>				Milan Airport, India					
<b>Final Destination</b>				Simic S.p.A.					
<b>Country of final Destination</b>				Italy					
<b>Terms of Shipment (Incoterms 2020):</b>				DDP at Simic S.p.A. site, Camerana, Italy. INCOTERMS 2020					
SL. No.	Description of Item	Type of Package	Qty	Dimensions			Unit Weight/ Kg	Gross Weight/ Kg	Volume (cm <sup>3</sup> )
				Length/ cm	Width/ cm	Height/ cm			
1	Pump Casing - ST #1 ST Cold Circulator	Wooden Box (1/6)	1 SET	106	106	143	316	400	1606748.0
2	Pump Casing - TF #1 TF Cold Circulator	Wooden Box (2/6)	1 SET	106	106	143	316	400	1606748.0
3	Pump Casing - TF #2 TF Cold Circulator	Wooden Box (3/6)	1 SET	106	106	143	316	400	1606748.0
4	Pump Casing - TF #3 TF Cold Circulator	Wooden Box (4/6)	1 SET	106	106	143	316	400	1606748.0
5	Pump Casing - TF #4 TF Cold Circulator	Wooden Box (5/6)	1 SET	106	106	143	316	400	1606748.0
6	Thermal Shield assembly (5 in No.s)	Wooden Box (6/6)	5 SET	156	91	111	50	200	1575756.0
	Carton Box B (containing various loose items)	Wooden Box (6/6)	1 SET						
<b>TOTAL</b>							<b>1630.00</b>	<b>2200.00</b>	<b>96,09,496.00</b>
<b>HS Code : 8414.80 &amp; 8414.90</b>									
<b>*No commercial Value / Value for customs purposes only</b>									
<b>ITER-INDIA(IPR)'s IEC CODE : 0100000011/AMDCG0111E</b>									
<b>GSTN No. AA240717007578Z</b>									
<b>PAN No. AAAAI0348C</b>									
<b>Shipment under NFEI Scheme</b>									
<b>RBI GR WAIVER Reference Number : FE.AH.EXP.347/07.21.001/2020-21 dated 03rd February, 2021</b>									

**For ITER-India (IPR):**  
  
(Uday Kumar)  
Logistics Contact Person of CDCL Group

**For ITER-India (IPR):**  
  
(Amit Palaliya)  
Coordinator for INDA Logistics

\*\* may be subject to slight change after final packing

Annexure-II

(to be printed in letter head)

---

**Self-Certification under preference to Make in India order**  
**Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local service provider meeting the requirement of minimum local content i.e., \_\_\_\_\_.% as defined in above orders for the service against ITER-India Enquiry/Tender No.....dated..... Details of location at which local value addition will be made as follows:

---

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

---

**Signature with date:**

**Name:**

**Designation:**

**Official Seal**