



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(भारत सरकार का उद्यम) (A Government of India Enterprise)
Kudankulam Nuclear Power Project
Contracts & Material Management
PO: Radhapuram
फोन : फैक्स:
Our GST Regn. No.- 33AAACN3154F2ZW
Our PAN No.- AAACN3154F

क्रय आदेश संख्या: KKNPP/12/CMM/1226038/PO-60994
Purchase Order No: KKNPP/12/CMM/1226038/PO-60994

दिनांक: 05/10/2023
Date: 05/10/2023

To,
M/s. M S A Shipping Private Limited
No.118 H and I VBMS Towers,
South Raja Street,
Tuticorin-628 001
Tuticorin

MII - Class I

दूरभाष सं Phone No.: 9789454320/0461-4049327
ई-मेल E-Mail: duraitut@msashipping.com

संदर्भ Reference(s) : 1. Your offer ID: 601248 dt: 30/08/2023 submitted through e-mode
2. Your e-mail dt: 08/09/2023 & 13/09/2023

प्रिय महोदय/महोदया Dear Sir/ Madam,

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड के लिए एवं की ओर से वर्णित सामग्री की आपूर्ति हेतु दिनांक 10/08/2023 KKNPP/12/CMM/TPT/1226038 दिनांक: 01/09/2023 में निहित आपकी बोली एनपीसीआईएल सामग्री प्रबंधन स्कंध द्वारा प्रस्तुत GCC/supply-1/Rev-5 के अनुसार संविदाओं पर प्रयोज्य संयंत्र एवं मशीनरी की आपूर्ति को शासित करने वाली "संविदा की सामान्य शर्तें एवं संविदा की विशेष शर्तें" नामक शीर्षक में सम्मिलित संयंत्र एवं मशीनरी की आपूर्ति को शासित करने वाली सभी सामान्य एवं विशेष संविदा शर्तों पर इस क्रयदेश में निहित शर्तों तथा मात्रा सीमा एवं नीचे निर्दिष्ट कीमत पर स्वीकार की गई है।

Your bid contained in the tender No. KKNPP/12/CMM/TPT/1226038 dated: 10/08/2023 was due on : 01/09/2023 to supply the undermentioned stores accepted for and on behalf of the Nuclear Power Corporation of India Ltd., subject to the conditions of all contracts and special conditions of contract governing the supply of Plant & Machinery included in the pamphlet titled "General Conditions of Contracts and Special Conditions of Contract governing supplies of Plant & Machinery applicable to contracts as per GCC / Supply-1 / Rev-5 placed by the NPCIL material management wing subject to the terms and conditions contained in this Purchase Order and to the extent of the quantity and at the price specified below

क्र.सं. Sr. No.	विवरण Description	मापन इकाई UOM	मात्रा Qty.	इकाई दर (भारतीय रुपयों में) Unit Rate (INR)	कुल मूल्य (भारतीय रुपयों में) Total Value (INR)
As per Section-A Schedule of Quantities & Rates					
अनुलग्नकों की सूची List of Annexures:					
1. खंड ए: मात्राओं एवं दरों की अनुसूची Section A: Schedule of Quantities and Rates					
2. खंड बी: व्यावसायिक निबंधन एवं शर्तें Section B: Commercial Terms and Conditions					
3. अनुलग्नक-एफ: जी एस टी घोषणा Annexure-F: GST & TDS Declaration					

सुपुर्दगी स्थान Place of Delivery : KKNPP Site, Kudankulam

कीमत का आधार एवं सुपुर्दगी अवधि Price Basis and Delivery Period: खंड-बी के अनुसार As per Section-B

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड (भारत सरकार का उद्यम) की शर्तों द्वारा शासित सामग्री की आपूर्ति, स्वदेशी सामग्री की संविदा पर प्रयोज्य संविदा की सामान्य एवं विशेष शर्तों द्वारा शासित सामग्री की आपूर्ति तथा यह क्रय आदेश मिलकर संविदा का निधान बनेगा।

General Conditions of Contract and Special Conditions of Contract Governing the Supply of Stores, applicable to contract for indigenous Stores, Placed by Nuclear Power Corporation of India Ltd (A Government of India Enterprises) and this Purchase Order shall be the sole repository of the contract.

कृपया तुरंत पावती दें तथा बिना शर्त आपकी पुष्टि अधोहस्ताक्षरी को देने का कष्ट करें।

Please acknowledge receipt immediately & confirm your unconditional acceptance to the undersigned.

भवदीय Yours faithfully,

(P. Arun Kumar)
DGM (C&MM)

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड की ओर से
For & on Behalf of Nuclear Power Corporation of India Ltd.
(केता THE PURCHASER)

SECTION A - ITEMS AND PRICE SCHEDULE

Sl.No	Description	HSN / SAC Code	Quantity	UOM	Unit Basic Price (inclusive of Taxes) (in INR)	Applicable GST (in %) included in column [C]	Total Basic Price inclusive of GST [E] = [A] * [C] (in INR)
			[A]	[B]	[C]	[D]	[E]
1	Hiring Charges Per Trip per Trailor. Trailor should have dimension of 40 feet length and 8 feet width as per Specification under Section-C of the Purchase Order.	996511	28.00	Per Trip	52,000.00	5.00%	14,56,000.00
2	Halting Charges per day per Trailor as per Specification under Section-C of the Purchase Order.	996799	156.00	Per day	6,150.00	18.00%	9,59,400.00
3	Hire Charges for One Pick & Carry Crane 12 MT capacity as per Specification under Section-C of the Purchase Order.	996799	7.00	Per Trip	52,001.00	18.00%	3,64,007.00
4	Halting Charges per day above Pick & Carry Crane as per Specification under Section-C of the Purchase Order.	996799	31.00	Per day	6,150.00	18.00%	1,90,650.00
5	Customs Clearance Charges / Per Bill of Entry (BOE) (for import) as per Specification under Section-C of the Purchase Order.	996713	6.00	Per BOE	15,301.00	18.00%	91,806.00
6	Custom Charges per Shipping Bill (SB) (for export) as per Specification under Section-C of the Purchase Order.	996713	6.00	Per SB	15,300.00	18.00%	91,800.00
Total							31,53,663.00
Rupees Thirty One Lakhs Fifty Three Thousand Six Hundred Sixty Three Only							

Note: For Item No.1 GST mentioned as 5% being Reverse Charge Mechanism (RCM)

P. Arun Kumar
05/10/2023

(P Arun Kumar)
DGM (C&MM)

For and on behalf of Nuclear Power Corpn. of India Ltd.,
(The Purchaser)

SECTION 'B'

COMMERCIAL TERMS & CONDITIONS

BASIS OF PRICE, STATUTORY LEVIES, DELIVERY SCHEDULE,
TERMS OF PAYMENT, etc.**1 PRICE BASIS:**

- 1.1 Prices stipulated in Section 'A' of the Purchase Order shall be covering the entire scope covering Custom Clearance, Receipt and Transportation of Strategic Material from Madurai Airport to KKNPP Site and re-export of empty Packaging sets from KKNPP Site to Madurai Airport as per Section-C of the Purchase Order and shall be inclusive of all applicable Taxes & Duties.
- 1.2 Price accepted in Section-A of this Purchase Order shall remain firm throughout the currency of the contract.

2 Validity of the Contract:

The Contract shall be valid for a period of **4 Months** from the date of issue of Purchase Order i.e., up to 04/ 02/ 2024.

3 STATUTORY LEVIES:**3.1 GOODS AND SERVICES TAX (GST):**

- 3.1.1 The prices stipulated in Section-A are inclusive of Goods and Services Tax (GST) and any other Indian Indirect Taxes payable in India. The rate of GST, as quoted, is 5% for Item No.1 of Section-A (under RCM) & 18% for Item No. 2 to 6 of Section-A.
- 3.1.2 The contractor shall submit a certificate as per format Annexure-'F' along with their invoice.
- 3.1.3 Contractor's GSTIN is **33AAFCM6174M1Z4**
- 3.1.4 In case of increase in existing taxes/ duties and/or introduction of any other new indirect taxes / cess, if levied by Government during the contractual delivery period, the incremental rate of existing taxes/levies and/or any other new indirect taxes / cess; shall be reimbursed/ paid by the Purchaser upon verification of the documentary evidence submitted and its acceptance by Purchaser. This provision shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.
- 3.1.5 GST on Liquidated Damages (LD) and Penalty as applicable shall be to the account of the Contractor and shall be recovered from payments due to the Contractor.

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- 3.1.6 For extension in the contractual delivery period for the reasons attributable to the Purchaser and/or Force Majeure, increase in existing taxes & duties, if any, and new tax component introduced in the extended period shall be reimbursed to the Contractor subject to the submissions of necessary documentary evidence. No increase / new tax shall be payable during the delay period due to reasons attributable to the Contractor.
- 3.1.7 The provisions of The Central Goods and Services Tax Act 2017(CGST), The Integrated Goods and Services Tax Act 2017(IGST), The relevant SGST act of the State Government, The Union Territories Goods and Services Tax Act 2017(UTGST) and The Goods and Services (Compensation to States) Act 2017 and their Rules as being enacted and amended from time to time are applicable to this Contract. Accordingly the Contractor has confirmed that all input tax credits and the exemptions available therein are passed on to the Purchaser.
- 3.1.8 GST as paid by the Contractor or as per the Purchase Order whichever is lower will be reimbursed by the Purchaser.
- 3.1.9 The Purchaser shall, at the time of its payments due to the Contractor, withhold the necessary tax at source at such rate if required under the legislation unless and to the extent that the Contractor shall produce to the Purchaser any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.
- 3.1.10 In case of such deduction as mentioned above, the Purchaser shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.
- 3.1.11 The Purchaser shall not be liable to pay any increase in GST that has come into force after expiry of the contractual delivery period if the delivery is delayed beyond the contractual delivery period for reasons attributable to the Contractor.
- 3.1.12 While claiming the GST the Contractor is required to adhere to the provisions available therein. The Contractors are required to ensure that the details of GST charged in the invoice and the other details are filled in the GST returns within due date as notified by the GST Council, and also certify the same in Annexure-F, only upon which reimbursement of GST would be considered.
- 3.1.13 Please note that in case any refund/credit to GST if granted to Contractor by GST Authorities in respect of stores supplied under the contract, Contractor will pass on the credit to the Purchaser immediately along with a certificate from Contractor's Director/Manager/Proprietor/Accountant that the credit so passed on relates to the GST originally paid for the stores supplied under the contract.
- 3.1.14 Tax Deducted at Source(TDS) as applicable will be deducted. Contractor's PAN No. AAFCM6174M.

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4 **INCOME TAX DEDUCTION AT SOURCE:**

- 4.1 Income Tax as per rules will be deducted at source from your bills before making the payment and a certificate to that effect will be issued by our Paying Authority. However, if the Contractor provides exemption certificate in the standard format from Income tax authorities, the said income tax at source shall not be deducted.
- 4.2 Contractor's PAN No. is **AAFCM6174M**.

5 **SECURITY DEPOSIT:**

- 5.1 The contractor shall furnish a Security Deposit, as detailed below, for 10% of the Basic Price of the Purchase Order covering the total scope of work in the form of a Bank Guarantee (Format enclosed as Annexure-A) from Schedule Commercial Bank in India (except Co-operative Bank) and shall be governed by Indian Laws and subject to jurisdiction of Courts in Tirunelveli, Tamil Nadu. The Bank Guarantee shall remain valid till satisfactory completion of the contract plus Claim Period of Three Months.

Sr.No.	Item Description	Value of Security Deposit (in INR)	Valid up to
5.1.1	Custom Clearance, Receipt and Transportation of Strategic Material from Madurai Airport to KKNPP Site and re-export of empty Packaging sets from KKNPP Site to Madurai Airport	INR 2,82,536/- (Rupees Two Lakhs Eighty Two Thousand Five Hundred Thirty Six Only)	04/02/2024 Plus Claim Period of Three Months

6 **OFFICER-IN-CHARGE:**

- 6.1 Shri. Balaji, DGM(C&MM), Kudankulam Nuclear Power Project, Kudankulam PO., Radhapuram Taluk, Tirunelveli District -627106 will be the Officer-in-charge for the work. A certificate for the satisfactory completion of the work shall be obtained and submitted along with your bills for payment.

7 **TERMS OF PAYMENT:**

- 7.1 100% Payment shall be made within 30 days from the date of submission and acceptance of following documents.

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- a) Invoices to be submitted by the contractor in triplicate with GST Provisions & Check list as per Annexure-D for payment after full completion of the scope of work for all the trips as mentioned in the contract.
- b) The invoices together with Lorry Receipt / Consignment note duly acknowledged by Consignee NPCIL-KKNPP should be submitted to the Officer-in-charge of the Contract.
- c) Certificate from Officer-in-charge stating that scope of work of the contract is completed satisfactorily and payment for the same can be released. This certificate shall mention regarding penalties to be levied, if any.
- d) Declaration in respect of GST as per the format duly filled and signed with office seal (Annexure-F enclosed)

Note:

- i. **Penalty along with applicable GST for down time as per Penalty Clause will be deducted from the amount payable to the contractor.**
- ii. **Record of Communication should be maintained and established, in the event of incurrence of any demurrage.**

8 TSP CHARGES:

- 8.1 TSP charges shall be paid by the Contractor. Contractor can raise Invoices for the actual TSP charges to be reimbursed after completion of the scope of work for each trip as mentioned in the contract.
- 8.2 100% Payment for the TSP charges shall be made within 7 days from the date of submission and acceptance of requisite documents from Airport authorities and correct invoices.

9 MODE OF PAYMENT:

- 9.1 The payment in Indian rupees, as applicable, will be released directly by the Purchaser's Paying Authority to the Contractor as per the terms of payment against submission of necessary documents. To facilitate payment through NEFT/RTGS, Contractor shall submit their bank details duly authenticated by the concerned bank on or before submission of the first invoice/bill. Subsequently, in case of any change/revision these details shall again need to be duly authenticated by the respective bank.

10 PAYING AUTHORITY:

- 10.1 All invoices/bills shall be addressed to Bill to: place of delivery with GST No and HSN Code and Ship to: place of delivery with GST No. However, all the invoices/ bills and other documents for payment shall be submitted to Paying Authority indicated below:

Dy. General Manager (F&A)

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NPCIL, Kudankulam Nuclear Power Project

Kudankulam PO

Radhapuram Taluk

Tirunelveli Dist -627106

Tamilnadu

- 10.2 While submitting bills/documents for payment, supplier shall check with the check list enclosed to ensure that all the required documents are submitted and shall enclose the check list along with their bills/ documents duly signed with Office Seal directly to paying authority.
- 10.3 It shall be noted that no payment will be released by our paying authority, unless otherwise all the required documents certificates, documentary evidence/s in support of their claim etc., are submitted in terms of order.
- 10.4 To avail Payment through RTGS mode, kindly furnish the following details in your invoice & Any charges towards the same will be to your Account.

Name of the Party :

Name of the Bank :

Account Number :

IFSC Code No. :

(11 digits)

11 SUBMISSION BANK GUARANTEES:

- 11.1 All bank guarantees strictly in conformity with the formats enclosed herewith shall be got executed from Schedule Commercial Bank in India (except Co-operative Bank) and shall be governed by Indian Laws and subject to jurisdiction of Courts in Tirunelveli, Tamil Nadu. All Bank Guarantees shall be submitted directly by the concerned bank under their seal and cover for acceptance to :

Head (C&MM),

NPCIL, Kudankulam Nuclear Power Project

Kudankulam PO,

Radhapuram Taluk

Tirunelveli District – 627 106

12 PENALTY CLAUSE:

- 12.1 In addition to Clause No. 6.2 of GCC/Supply-1/Rev-5, the following clause is also applicable:

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- a) In case of failure to place the required no. of trailers/Crane at KKNPP site as per the contract, Penalty as per Penalty Clause shall be applicable at the rate of twice the quoted halting charges exclusive of GST per Trailor/Crane per day of delay.

(NB: Trailor/Crane should be reporting at the Main Gate between 10 AM to 3 PM on the scheduled date with all required documents as mentioned in the contract & the deputed Trailor / crane has to meet the criteria as per contract terms & conditions. Reporting of vehicle/ trailer after 3 PM would be considered as next day's reporting.

In case trailor/crane are placed with any deficiency, It shall not be accepted and the same shall be considered as non deployment only)

- b) In case of breakdown/failure of vehicle during the convoy movement / during halting / parking at Madurai Airport Customs Station, the repair on the breakdown vehicle or replacement by another vehicle shall be arranged by the contractor within 12 hours from the time of occurrence of the incident. In case of failure to do so, no hires charges will be payable by the NPCIL for the vehicle and Penalty as per Penalty Clause shall also be applicable at the rate of twice the quoted hiring charges of trailor/crane exclusive of GST per Trailor/crane per day of delay from the date of incident.
- c) Total Penalty indicated in above clause No. a & b shall be restricted to maximum of 5% of the Total Contract Price (Basic Price only excluding the taxes/other charges).
- d) GST & any other applicable taxes on Penalty Clause shall be to the account of the Contractor and shall be recovered from payments due to the Contractor.

13 LIABILITY UNDER EMPLOYEES COMPENSATION:

- 13.1 The contractor at all times, shall indemnify the purchaser from and against any claims which may be made under any statute or otherwise for or in respect of any damages related to the equipment under maintenance or compensation payable in consequence of any accident or injury sustained by any worker or other person in the employment of the contractor.

14 FORECLOSURE AND TERMINATION:

14.1 FORECLOSURE:

Foreclosure of Contract shall be governed by clause no: 13.1 of GCC/Supply-1/Rev.5

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14.2 CANCELLATION/TERMINATION OF CONTRACT OF FULL OR IN PART:

In the event of resorting to *Cancellation/Termination* of Contract it shall be in accordance with Clause No. 5.0 of Special Conditions of Contract and Clause No. 13.2 of General Conditions of the Contract enclosed with the Tender document.

15 SETTLEMENT OF DISPUTE:

15.1 Settlement of Dispute shall be governed by Clause No: 14 of GCC/Supply-1/Rev-5.

16 ARBITRATION:

16.1 Arbitration shall be governed by Clause No: 14.2 of GCC/Supply-1/Rev-5.

17 RECOVERY OF SUMS DUE:

17.1 Recovery of Sums Due shall be governed by Clause No: 5.11 of GCC/Supply-1/Rev-5.

18 INSURANCE COVER:

18.1 The Contractor shall comply with Clause No. 6.10. ie. Insurance as contained in the form GCC/Supply-1/Rev-5.

19 SECRECY CLAUSE:

19.1 The purchase order shall be governed by Confidentiality clause no. 1.10 of General Conditions of Contract, i.e., GCC/Supply-1/Rev-5.

20 SETTLEMENT OF DISPUTE:

20.1 Settlement of Dispute shall be governed by clause no : 14 of GCC/Supply-1/Rev-5 and Clause No. 6.0 of SCC.

21 JURISDICTION:

21.1 The courts within the local limits of place [ie. Tirunelveli] from which the Contract is awarded shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.

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22 LAW GOVERNING THE CONTRACT:

- 22.1 The contract shall be construed and shall be governed by the laws of India for the time being in force and the Contractor shall be required to comply with all the applicable laws with regard to performance of the Contract.

23 POST ORDER CORRESPONDENCE:

- 23.1 All Correspondence in respect of this order shall henceforth be addressed to:

DGM (C&MM),

NPCIL, Kudankulam Nuclear Power Project

Kudankulam PO,

Radhapuram Taluk

Tirunelveli District – 627 106

Ph : 04637 – 282358

24 RIGHT OF RECOURSE UNDER CIVIL LIABILITY FOR NUCLEAR DAMAGE ACT 2010 AND CIVIL LIABILITY FOR NUCLEAR DAMAGE RULES 2011:

- 24.1 The Purchaser shall have Right to Recourse against the Supplier in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 24 of the Civil Liability for Nuclear Damage Rules, 2011
- a. The Supplier's liability shall be to the extent of the Operators liability under sub-section (2) of Section 6 of the Act or the value of the contract, whichever is less. AND
 - b. The duration of Supplier's liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer.

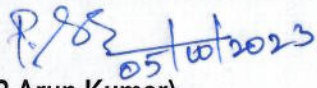
25 NOTE TO SUPPLIER:

- 25.1 Always quote our complete Purchase Order reference in any correspondence
- 25.2 A copy of Challan / Invoice shall be forwarded to this office for records after complete supply is made against this order.
- 25.3 Subletting of Contract: For Item at Sl. No. 5 & 6 of Section-A of the Purchase Order, the subletting to M/s ACT Link Logistics Pvt. Ltd., No. 130-B/5, Mela Shanmugapuram 1st Street, Tuticorin-628 003 is hereby allowed.

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26 TERMS AND CONDITIONS OF CONTRACT:

- 26.1 This Purchase Order will be governed by the Purchaser's Terms and Conditions of this Contract, Special Conditions of Contract (SCC) and conditions contained in the form GCC/Supply-1/Rev-5.


(P Arun Kumar)
DGM(C&MM)

For and on behalf of Nuclear Power Corporation of India Limited
(The Purchaser)



NUCLEAR POWER CORPORATION OF INDIA LTD

(A Govt. of India Enterprise)

Kudankulam Nuclear Power Project

Contracts and Materials Management Group

Purchase Order NO : KKNPP/12/CMM/1226038/PO-60994

, DATE : 05/10/2023

Scope of work

1.0 Transportation

1.1 Transportation scope:

1.1.1 The Contractor shall arrange to place 4 Nos of open body trailers with drivers (3+1 standby) **flat bed with metallic platform** where each trailer should have dimension of 40 feet length and 8 feet width without side door with adequate Number of tarpaulins to protect the materials at KKNPP Site Kudankulam, Tirunelveli District within the specified time. However combination of fleet length containing 3+1 trailers may subject to change with prior intimation from NPCIL. (Please refer clause no.5 of Additional Terms and Conditions).

In addition to the trailers One Pick & Carry Crane 12 MT capacity with operator to facilitate the transfer of material from one trailer to another in the event of breakdown of trailer during convoy movement as well as loading/unloading operations at Airport/Site.

The Contractor shall provide one four wheeler with driver for escorting purpose.

The contractor shall ensure that each vehicle is provided with spare wheels in good condition with tools and tackles for ensuring unhindered movement.

The Contractor shall ensure that they deploy one Supervisor who shall act as a overall incharge during the movement along with trained, qualified and experienced crew having sound knowledge of road movement and the entire operation. The crew should have good moral character, disciplined and should comply with administrative rules, while executing the scope of work. The crew consists of one driver for each vehicle. In addition to standard vehicle driver per trailer/crane, contractor shall also provide one standby driver, one mechanic and 4 labourers for each trip. The contractor shall not change crew (Including drivers) without the prior permission of NPCIL. Necessary emergency spare parts for the trailers, along with necessary tools should accompany the convoy to maintain the movement of convoy without any interruption.

1.1.2 The hold points affixation on the body of the trailers shall be undertaken by NPCIL at KKNPP site and empty packing sets shall be loaded by NPCIL at KKNPP Site for their onward movement to Madurai Airport.

1.1.3 All the four trailers fixed with hold points shall move from KKNPP Site to Madurai Airport. In some of the trips from KKNPP to Madurai airport, trailers are loaded with empty packing sets for re-export. After completion of entry formalities at Madurai airport, trailers one by one will be permitted inside the airport. Trailer carrying empty packing sets to be off loaded and placed at an appropriate location close to the aircraft landed inside the airport for enabling loading of filled packing sets to the vehicles received from aircraft one after another. Thereafter the contractor shall move the off-loaded empty packing sets by using pick & carry crane to

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appropriate position to facilitate loading of these empty packing sets inside the aircraft. The loading and the unloading operation into the aircraft is not in the contractor scope of work.

1.1.4 Lashing of the consignment will be carried out by NPCIL.

1.1.5 Thereafter loaded vehicles shall transport the consignment from Madurai Airport to KKNPP Site in the form of convoy as enumerated in the additional terms and conditions. The unloading of the consignment at KKNPP Site will be done by NPCIL.

1.1.6 After unloading of the vehicles the entire fleet of vehicle/crane will be parked inside the KKNPP Site. Driver and vehicle crew will be permitted to leave the site leaving the vehicle inside the site. They will be called to Site before the commencement of next trip.

1.1.7 It is envisaged that there shall be about 7 (seven) round trips from KKNPP site to Madurai Airport and Vice Versa during the period.

1.1.8 In the course of collecting import materials & dispatching export materials trip, vehicles & contract manpower will be asked to undergo entry & exit formalities at Madurai airport / Customs station. Contractor has to support & coordinate for all the entry & exit pass formalities at Madurai airport / customs station. Tentative list of documents required for the work are mentioned at clause no. 19 of additional terms and conditions.

1.1.9 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for efficient functioning of the Stores as per specifications of the Tender, as if such work and/or items and materials were expressly mentioned in the Contract, and without any extra cost to the Purchaser.

1.2 Import Detailing:

Total Number of packing sets to be imported herein	67 packing sets.
Number of packing sets per Trailer	4 Packing Sets.
Weight of each packing set	Approx. 3.5MT (3500 Kgs)
Total Number of packing sets per flight	Maximum 12 packing sets per flight
Number of the Trailers used for Road transportation from Madurai Airport to Kudankulam Site	4 Trailers (3 trailers Plus one additional Trailer as Stand by)
Number of pick & carry crane used for Road transportation from Madurai Airport to Kudankulam Site	One*

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1.3 Export Detailing:

Total Number of packing sets to be exported herein	69 packing sets.
Total Number of packing sets per flight	Minimum 4 to Maximum 18 packing sets in each flight
Weight of each packing set	Approx. 2 MT (2000 Kgs)
Number of the Trailers used for Road transportation from Kudankulam Site to Madurai Airport	4 Trailers (3 trailers plus 1 Additional Trailer as Stand by)
Number of packing sets per Trailer	8 Packing Sets (max) one Trailer and balance in other 2 Trailers.
Number of pick & carry crane used for Road transportation from Kudankulam Site to Madurai Airport.	One*

*In case one trip contains both import and export operation, only one crane will be used for both operation.

1.4 **Hire Charges** for trailer /crane each trip (Refer sl no:1&3 of price bid) means transportation from Kudankulam Nuclear Power Project -> Madurai Airport ->Kudankulam Nuclear Power Project (per round trip) .Two days consist of onward journey (one day) and return journey (one day) shall constitute one trip per Trailer/Crane. All other days whether the Trailers/Cranes are inside KKNPP premises or outside shall be treated as **Halting charges** (Refer sl no:2&4 of price bid) and shall be payable per Trailer/Crane per day basis.

1.5 One trip consists of movement of the convoy from KKNPP Site to Madurai Airport and return to KKNPP Site back. During the trip the empty packing sets are to be moved from KKNPP Site to Madurai Airport and loaded packing sets are to be brought from Madurai Airport to KKNPP Site. Since the numbers of empty packing sets to be moved for export are lesser as indicated above, only in a limited number of onward trips the Trailers would be loaded with a empty packing sets.

1.6 The TSP charges in the port would be levied by Airport Authority on the basis of gross weight of the packages. As such the above approximate weights are provided for making **payment of TSP charges by the Contractor**. These charges shall be **reimbursed by the Purchaser** against submission of documentary evidence in order within a week (Refer Additional Terms & Conditions).

1.7 For the export as indicated above the Purchaser will decide under which phase of the Contract the task is to be carried out. It will be a part of collecting the import material onward trip and not as separate operation.

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2.0 Clearance Activities

2.1 Customs clearance activities (towards both import and export) based on the documents provided by NPCIL.

2.2 Intimation about the exact amount of IGST to be paid should be made well in advance no sooner the individual Bills of Entry are prepared to facilitate payment directly by NPCIL to customs. (Bank details viz. Name of the bank, account number, IFSC code etc for remittance of IGST should be intimated to NPCIL in advance or through ICEGATE as applicable.

2.3 Contractor shall ensure reconciliation of IGST and TSP Charges paid after completion of entire scope of work. Bill of Entry for import and Shipping bill for export should be submitted after completion of each trip.

2.4 The Contractor shall be responsible for all the co-ordination of activities at MADURAI Airport with all concerned authorities for completing all import/export formalities including obtaining passes for NPCIL personnel and NPCIL vehicles to enter into restricted areas of the Airport for loading and off-loading. Necessary request letter(s) shall be provided by NPCIL KKNPP.

2.5 The contractor shall bear all incidental charges related to customs clearance **including Terminal Storage Processing (TSP) charges (excluding IGST for consignment)** and other Airport charges and parking charges if any, for all the vehicles at Airport.

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Additional Terms and Conditions

1. Contractor is advised in their own interest to comprehend each and every aspect of the total operation, identify each and every constraint, take into account all elements that go into the cost of the whole operation prior to submitting their offer. No additional cost on account of their own short comings will be claimable from NPCIL after actual operations are under taken.
2. The Contractor shall deploy necessary resources required to execute the required scope under this tender which includes, escort vehicle with driver, spares, consumables and other accessories for Trailers together with supervisory staff, mechanics and other persons as detailed in Sl no:1.1.1. The designated Supervisor of the Contractor should maintain close liaison with NPCIL, Custom Authorities, Airport Authorities, NHAI officials and any other agency as may be required.
3. All the rates quoted by the bidder **should be firm** throughout the currency of the contract.
4. **Contract execution period shall be within 4 months from the date of issue of contract.** Moreover probable period of execution of the contract is between October 2023 to November 2023 tentatively, However above schedule may subject to change with prior intimation.
5. The contractor shall deploy the required vehicles forming the fleet of the convoy in phases upon receipt of intimation from Officer-in-charge. Tentative vehicle placement schedule is given below. However this schedule may subject to change with prior intimation by NPCIL.

a)	Contractor shall deploy two trailers with drivers (complete in all respects regarding documentations of the vehicle and the drivers) at KKNPP Site for creating hold points (welding of stoppers to secure the consignments). It will be removed at the end of the contract.	One week prior to commencement of convoy for first trip
b)	Contractor shall deploy two trailers with drivers (complete in all respects regarding documentations of the vehicle and the drivers) at KKNPP Site for creating hold points (welding of stoppers to secure the consignments). It will be removed at the end of the contract.	5 days prior to commencement of convoy for first trip
d)	Contractor shall deploy one pick & carry car with driver (complete in all respects regarding documentations of the vehicle and the driver) at KKNPP Site.	One day prior to commencement of convoy for first trip

6. Length of cycle of entire operation shall be **around 60 days** from the **Date of placement of first Trailer at KKNPP Site.**
7. Necessary Toll Charges (FASTag) and any other incidental charges if any, en route shall be borne by the Contractor for all the vehicles provided by him.
8. GPRS facility, if any, in the vehicles should be disabled during currency of the contract.
9. The Contractor shall ensure that the vehicles are self propelled and should move **without bounces and jerks.** The maximum permissible speed of the vehicles in the convoy **shall not exceed 40 Kms per hour at all times.**
10. Out of four trailers which shall move in a convoy, **one trailer will be used as spare vehicle** to transfer the material in case of brake down / mishap of any of the loaded vehicles.

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11. Contractor is responsible **for providing the fuel for all the vehicles** at his cost along with the necessary maintenance items such as lubricants etc., for uninterrupted movement of convoy.
12. Contractor shall ensure that each vehicle (including stand by trailer/ Pick & carry crane) shall be filled with sufficient quantity of fuel to cover the each trip covering onward and return convoy movement.
13. The necessary income tax will be deducted by NPCIL at source from the Contractor's invoice. If, in the opinion of NPCIL, the movement and handling of the cargo is fast, neglected, improper, unsafe etc. so as to cause reasonable apprehension on the safety of the cargo, NPCIL shall be at liberty to offer the job and get the balance work done by any other transporter/contractor after giving due notice to the contractor and this alternative arrangement shall be done at the "risk and cost" of the contractor. Since any such action is punitive in nature, this shall be done entirely at the "risk and cost" of the contractor originally handling and moving the cargo and no payment shall be made to such a contractor who was awarded the work initially.
14. All the trailers should have Fire Fighting Equipments fitted with the trailer.(Inside the cabin)
15. All the vehicles should be in road worthy condition and should not be more than 7 (Seven) years old.(As per the records available in the vehicle documents)
16. All the trailers should have necessary lashing material like web slings with ratchets, ropes, rubber mats, wooden dunnage to have proper support to the consignments and to decrease / avoid any skidding / slidings on the trailer bed for safe transportation of consignments.
17. Contractor should ensure that the vehicles are equipped with sufficient water proof tarpaulin to protect the consignment from heat, dust and rain.
18. The contractor shall make available for inspection by NPCIL to assess the suitability of the trailers and other equipments etc. proposed to be used.
19. The drivers of vehicle should hold valid original driving license and shall carry following documents in original along with Personnel and vehicle as detailed below for arranging permits:

a) For Vehicle:

- i. Fitness certificate (FC) ,
- ii. Registration certificate (RC) ,
- iii. Insurance Certificate ,
- iv. Road Tax ,
- v. Valid documents for carrying capacity
- vi. Valid driving licence for drivers and operators.
- vii. Emission certificate
- viii. Any other certificate as required at Madurai Airport / Madurai Customs house.

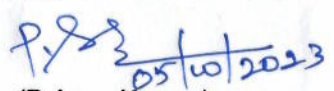
b) For Personnel:

- i. 10 passport size photograph.
- ii. Proof of Identity & address issued by Govt. Authority (e.g. Aadhar Card, Driving Licence , PAN Card, Passport)
- iii. Police clearance certificate for verification of antecedents.
- iv. Medical fitness certificate by registered medical practitioner.
- v. Full crew member should undergo safety training prescribed by KKNPP at our cost.
- vi. Any other certificate as required at Madurai Airport / Madurai Customs house.

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Note: The Contractor shall follow all statutory rules and regulations related to road transportation and shall obtain all permissions, permits and make payments to all statutory authorities as required by the provisions of such rules and regulations.

20. Payload capacity of the trailer and RTO inspected should be not less than 20 MT.
21. The Contractor shall comply with the requirement of making available all vehicles for undertaking the scope of work and shall not be diverted for any other work during the execution of the contract.
22. The Contractor shall make available the vehicles / Trailors etc. as per Schedule at sl. No: 5 above to facilitate mounting of necessary stoppers and anchoring arrangements to be carried out by NPCIL KKNPP and the same will be removed soon after completion of complete scope of work.
23. The loaded vehicles shall transport the consignment from Madurai Airport to KKNPP Site in the form of convoy with armed security.
24. Customs clearance activities should be carried out by the contractor based on the documents provided by NPCIL. In addition to that, contractor shall coordinate with customs office at Madurai and obtain all the necessary documents required for import clearance of consignment & re-exporting of empty packing sets.
25. IGST as applicable will be borne by NPCIL, KKNPP. The contractor shall ensure intimation about the exact amount of IGST to be paid should be made well in advance no sooner the individual Bills of Entry are prepared to facilitate payment directly to customs.
26. The Terminal Storage Processing (TSP) charges shall be paid by contractor and same shall be reimbursed to the contractor at actuals upon production of documentary evidence.
27. Bank details viz. name of the bank, account number, IFSC code etc for remittance of IGST should be made known well in advance or will be paid through ICE GATE by NPCIL.
28. Contractor shall ensure reconciliation of IGST paid after completion of entire scope of work. Bill of Entry (for import) and Shipping Bill (for export) should be submitted at the completion of each trip.
29. All the co-ordination with MADURAI Airport & Custom Authorities including payment of their fee and any other incidental charges and TSP charges etc. shall be borne by the contractor.
30. Contractor should co-ordinate with Airport authorities to obtain passes for NPCIL personnel and NPCIL vehicles to enter into restricted areas of the Airport for loading and off loading. Necessary request letter(s) shall be provided by NPCIL KKNPP.
31. Material handling equipment of the aircraft will be used for unloading the packing sets loaded with material on the trailer from the aircraft (during import) and loading of empty packing sets from the trailer to the aircraft (during export) placed at Air port. (This operation is not in the scope of the contractor).
32. The Contractor shall make his own arrangement for food and accommodation should the need arise for its crew during the currency of the contract.
33. NPCIL will not be responsible for deformation/damage caused to the contractor's trailer/truck/escort vehicle and the crew members involved. No compensation, whatsoever, will be paid by NPCIL in the event of any death/damage/loss etc.


(P Arun Kumar)
DGM(C&MM)

Digitally signed by P. ARUN KUMAR
Date: 2023.10.09 11:54:18 IST
Location: eProcurement System for Central PSUs

For and on behalf of Nuclear Power Corporation of India Limited