**ANNEX 18**

Transportation services and related Insurance

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1.

# Transportation and related insurance

Fusion for Energy (F4E) has retained the services of Daher Technologies, herein after DAHER, for the management of certain transportation, logistics, insurance and related services for the loads transported to the ITER Site or a location in the proximity of the ITER Site (the Delivery Location)[[1]](#footnote-2).

Tenderers shall liaise with DAHER to obtain a quotation for the transportation services foreseen in this call for tender, according to the perimeter of the exclusivity of DAHER.

The economic operator which will be awarded this contract, referred to as a Contractor, following this procurement procedure shall place a transportation contract with DAHER for:

1. Loads delivered and handed over to the ITER Organisation at the Delivery Location under the present supply contract, and
2. all related services including the subscription of full value ad valorem insurance.

Exceptions to the above exclusivity of DAHER:

1. For loads other than those referred to above (for example when installation on the ITER Site is done by F4E or its Contractor before handing it over to the ITER Organisation), the Contractor shall consult DAHER for a quotation, but shall have no obligation to place a contract with DAHER.
2. There is no obligation to place a contract with DAHER, or to request a quotation, for the supply of raw (bulk) materials or for the delivery of any type of loads to a location other than the Delivery Location.
3. There is no obligation to place a contract with DAHER for a load transportability study.

In addition, the exclusivity of DAHER allows the use of a Contractor’s Preferred Carrier, subject to section 4.1.6 of the Model Transportation Contract (Annex 14 of the Invitation to Tender), where DAHER organises the loads to be transported by the Preferred Carrier of the awarded Contractor provided that:

1. the tenderer has included a quotation made by a Preferred Carrier according to the instructions laid down in section 1.1, and
2. the Preferred Carrier complies with the requirements set out in Annex 15 Compliance Matrix of the Preferred Carrierand
3. the amount of the quotation of the Preferred Carrier is lower than the amount of the quotation of DAHER.

# Quotation and tender preparation

# Quotation by DAHER

# Conventional Exceptional Loads (CEL)

CEL are loads which cannot be transported in a shipping container and may require a permit to transport over public roads.

A tenderer shall request a price quotation from DAHER for the transportation services from the point of Origin to the Delivery Location, including but not limited to the subscription of full value *ad valorem* insurance.

A price quotation provided by DAHER will detail:

* the fixed direct costs,
* the gross profit and indirect overheads fee of 6,2 % of the fixed direct costs,
* the ad valorem insurance premium corresponding to 0,11% of the value of the load, as declared by the Contractor.

The total transportation price submitted by a tenderer shall cover all supply and services necessary for the execution of the transportation contractual obligation, including a load transportability study (if the study is considered appropriate by the tenderer).

The price included in the Transportation Contract (to be signed between the successful tenderer and DAHER) shall not exceed by more than 5 % the quotation received from DAHER at tender stage, without prejudice to the provisions for price variation defined in Article 5.3 of the Transportation Contract[[2]](#footnote-3).

# Conventional Loads (CL)

CL are full container and less than container loads. They can be transported in a shipping container by a common commercial carrier/liner service or within standard trailers.

A tenderer shall use the CL Direct Costs Table (Annex 16 of the Invitation to Tender) and if appropriate, the Payable Services Table (Annex 17 of the Invitation to Tender) as a basis[[3]](#footnote-4) to prepare its tender. In case the loads need to be shipped from outside the European, or be performed by sea freight, a tenderer shall request a quotation from DAHER for this portion of the shipment[[4]](#footnote-5).

A price quotation provided by DAHER will detail:

* the fixed direct cost defined on the basis of the CL Direct Costs Table (Annex 16 of the Invitation to Tender) and if appropriate, the Payable Services Table (Annex 17 of the Invitation to Tender) and/or the quotation from DAHER for a shipment from outside of Europe or by sea freight.
* the gross profit and indirect overheads fee of 6,2 % of the fixed direct costs,
* the ad valorem insurance premium corresponding to 0,11% of the value of the load declared by the Contractor.

# Quotation by a Preferred Carrier

A tenderer may include in its tender a quotation made by its Preferred Carrier provided that the Preferred Carrier complies with the requirements set out in the Compliance Matrix (Annex 15 of the Invitation to Tender).

# Conventional Exceptional Loads (CEL)

If a quotation made by a Preferred Carrier is lower than DAHER’s price quotation, a tenderer may use the Preferred Carrier for all shipments contemplated under this supply contract. The successful tenderer and DAHER shall enter into the Transportation Contract (Annex 14 of the Invitation to Tender) and shall include the Preferred Carrier as a nominated subcontractor of DAHER[[5]](#footnote-6).

A quotation made by a Preferred Carrier shall be based on the provisions for price variation as set out in Article 5.3 of the Transportation Contract (Annex 14 of the Invitation to Tender) and shall be made either:

1. from the Point of Origin through an Onset Location (Grand Port Maritime de Marseille or Marignane Airport) to the Delivery Location, or
2. from the Point of Origin to the Delivery Location.

DAHER will remain entitled to charge the Contractor with:

* the fixed direct costs invoiced by DAHER to the Contractor on the basis of the quotation of the Preferred Carrier,
* the gross profit and indirect overheads fee of 6,2% of the fixed direct cost,
* the ad valorem insurance premium corresponding to 0,11% of the value of the load declared by the Contractor.

# For Conventional Loads (CL)

If a quotation made by a Preferred Carrier is lower than DAHER’s price quotation, DAHER shall use the Preferred Carrier as its subcontractor. Should the Contractor insist on using its Preferred Carrier, DAHER shall give its consent and the price DAHER will pay to the Preferred Carrier shall not be higher than the one resulting from the CL Direct Costs and Payable Services tables.

The price for transportation is composed of:

* the fixed direct costs invoiced by DAHER to the Contractor and defined on the basis of the quotation of the Preferred Carrier,
* the gross profit and indirect overheads fee of 6,2 % of the fixed direct cost,
* the ad valorem insurance premium corresponding to 0,11% of the value of the load declared by the Contractor.

# Transportation contractual conditions

The contractual conditions for the transportation and related services from the Point of Origin to the Delivery Location are provided for in the Model Transportation Contract (Annex 14 of the Invitation to Tender). This Model Transportation Contract constitutes a minimum set of conditions. The Contractor and DAHER are free to negotiate further. However, should any of the parties disagree with a proposal for amendment made by the other party, the parties must sign the model Transportation Contract as it is.

# DAHER‘s contact point to request quotation

BOLLINI Ines (I.BOLLINI@daher.com)

Daher Technologies - Technoparc des Florides

Floricity - Bât. B - 2ème étage

Route de Martigues cs40002

13700 Marignane France

DAHER will provide a quotation for CEL within 30 calendar days from the receipt of a fully detailed request for quotation. As regards CL (from outside of Europe or by sea freight), this time limit is reduced to 15 calendar days.

1. Acronyms and definitions are given in section 1 of the Transportation Contract (Annex 14). [↑](#footnote-ref-2)
2. A tenderer shall be aware that the quotation received from DAHER at tender stage will be indexed by DAHER according to the provisions of price variation defined in the Transportation Contract. The reference dates for indexation are (i) the date of the quotation and (ii) the date of shipment. A tenderer shall take appropriate provisions for contingency in its tender. This maximum deviation may be exceeded (by DAHER) if a change in dimensions, weight, centre of gravity or place of loading of the component, is provided by the Contracted Supplier after the tender stage. [↑](#footnote-ref-3)
3. A tenderer shall be aware that the CL Direct Cost Table and the Payable Services Table are indexed on a yearly basis according to the provisions for price variation defined in Article 5.3 of the Transportation Contract. Therefore a tenderer shall take the appropriate provisions for contingency in its tender. [↑](#footnote-ref-4)
4. A tenderer shall be aware that a quotation made by DAHER related to the portion of the shipment outside of Europe or by sea freight will be made to the best of its knowledge. In this case, DAHER is not bound to the 5% limit as for the quotation of CEL. Therefore, a tenderer shall take appropriate provisions for contingency in its tender to be submitted to F4E. [↑](#footnote-ref-5)
5. A tenderer shall be aware that a quotation received by the Preferred Carrier at tender stage will be indexed by DAHER according to the provisions for price variation defined in Article 5.3 of the Transportation Contract. The reference dates for indexation are (i) the date of the quotation and (ii) the date of shipment. A tenderer shall take appropriate provisions for contingency in its tender. [↑](#footnote-ref-6)