



भारतीय प्रौद्योगिकी संस्थान रोपड़  
INDIAN INSTITUTE OF TECHNOLOGY ROPAR

रूपनगर, पंजाब-140001/ Rupnagar, Punjab-140001  
Ph. 01881-231283,85, e-mail: purchase@iitrpr.ac.in

File No. 1527-18/IITRPR-CC/PS/ 99

Dated 22.10.2020

M/s Cwick (Import Consolidation) Private limited,  
L-II/101, New Mahavir Nagar Extension,  
Outer Ring Road,  
New Delhi – 110018.  
E-mail: [info@cwickimport.com](mailto:info@cwickimport.com)

**Subject: LOI for Appointment of Consolidation Cum Custom Clearance Agent-IIT Ropar.**

Reference your bid against abovesaid tender, the Competent Authority is pleased to appoint you as Consolidation Cum Custom Clearance Agent of IIT Ropar. The contract is awarded subject to the following rates, terms and conditions in addition to the terms & conditions mentioned in the tender document:-

**A) DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES (IMPORT)**

Discount offered on standard IATA rates Criteria for calculating marks (a single flat discount for each category to be offered irrespective of weight slabs)	Cwick Import Consolidations Pvt. Ltd.
1. For forwarding cases : %	85%
1. Every six months, a copy of IATA rates will be required to be submitted by bidders. In case of shipment on FOB/FCA basis, no Terminal charges, Forwarder's fee; Charges for loading to carrier in shipping country etc. will be paid separately. If there is any shipment on Ex-works basis, charges in shipper country will be paid on actual basis on submission of supporting documents in original.	
2. No other charges except freight, fuel & security surcharges will be paid on FOB/FCA consignment. Bidders may quote their discount adjusting other charges if any. Fuel & Security surcharges will be paid on actual basis as shown on MAWB. The signed copy of MAWB should be enclosed with the bills.	
3. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates or NIL quote for any services, will be considered as a Non-responsive bid and hence will be summarily rejected.	

**B) Agency Service Charge**

Category	Cwick Import Consolidations Pvt. Ltd.
1. Agency Service Charge for FOB/FCA/ EX-WORKS shipments including [Labour charges or loading at airport, EDI/CMC/BE Charges Documentation fee. IFCCharges, IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport. GST on Agency Commission shall be payable as per rules.]	₹100.00



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2. Replenishment of Dry Ice in Consignments having perishable contents.	2/- per kg
3. Agency Service charge for CIF and C&F Shipments, if arrives by other than bidder's console	₹1,000.00
1. DO charges on other than bidder's console consignments will be paid on actual on original receipt.	
2. No DO charges will be paid for the consignments arrive under bidder's consol.	
3. TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.	
4. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates or NIL quote for any services, will be considered as a Non-responsive bid and hence will be summarily rejected.	

**C)Transportation charges from Delhi to the campus at IIT, Ropar for both console and non-console shipment**

<b>Rates are to be quoted for following four categories:</b>	<b>Cwick Import Consolidations Pvt. Ltd.</b>
1. Personal delivery of small consignments @ Rs. _____	₹800.00
2. Per truck (Medium lorry like TATA-407) @ Rs. _____	₹6,000.00
3. Per Truck (Big Lorry) @ Rs. _____	₹10,000.00
4. Heavy Lorry (Like Container Truck) @ Rs. _____	₹16,000.00
1. After clearance of the Consignment from Airport/Seaport, it shall be the duty of the clearing Agent to bring the shipment to their warehouse or directly send to IIT Ropar. No separate charges for internal transportation of the equipment at Delhi shall be paid to Clearing Agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from New Delhi to IIT Ropar.	
2. Any separate charges for CHA warehouse at New Delhi will not be paid extra on any circumstances	
3. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates or NIL quote for any services, will be considered as a Non-responsive bid and hence will be summarily rejected.	
<b>Note:</b> The agent shall have to pay all the clearing charges of the consignment including customs duty up to Rupees Ten Lacs per consignment (shipment) in advance. Airfreight/Sea-freight charges and clearing charges etc. will be paid to the Agent after original receipt of the consignment at IIT Ropar.	

**1.SCOPE OF WORK**

1. The scope of the Consolidation-cum-clearance contract shall include the Following jobs;



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**A.CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS FROM AIRPORT AUTHORITY OF INDIA (AAI) / INLAND CONTAINER DEPOT (ICD) / FOREIGN POST & COURIER, NEW DELHI AND ANY OTHER INDIAN AIRPORT/SEA PORT**

- i. The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals etc.
- ii. Receipt of documents relating to custom from IIT ROPAR and ensuring the following;
  - a. Custom clearance of the consignment including all the stages of customs clearance.
  - b. Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials being short delivered by Airport Authority of India (AAI), or airlines and lodging of claims with them immediately on behalf of IIT ROPAR.
  - c. Arranging insurance survey at airport/AAI in case of damages to the consignment and obtaining the damage certificate.
  - d. Immediate Dispatch / delivery of consignment to IIT Ropar after custom clearance.
  - e. To identify the consignments of negative/banned listed &100% Custom Duty Free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
- iii. Any other job in connection with the clearance of goods from Customs.
- iv. Clearance and intimation of Post Parcels from Customs/Foreign Post office, New Delhi & delivery to IIT Ropar.
- v. Clearance of consignments from Inland Container Depot (ICD) Delhi/Patparganj and dispatch to Central Stores and distribution to individual indenter, IIT Ropar.
- vi. Clearance of sea shipment from any port of the India and delivery of consignment at IIT Ropar after custom clearance.
- vii. Follow-up of cases of recovery of any excess duty paid to customs.
- viii. To provide the damage certificate to the Institute for insurance claim, in case of damaged consignment.
- ix. Clearance of consignment arrived through courier/cargo mode.

**B.CONSolidation OF THE CONSIGNMENTS BEING IMPORTED FROM ACROSS THE WORLD:**

- i. To ensure complete monitoring and supervision of the movement of items/documents from the date of order/letter of credit and regular feedback to IIT Ropar on the progress of order. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the

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respective amount of demurrage shall be recovered from the bill. IIT Ropar shall not be liable to pay any amount on account of demurrage/penalty charges, if intimation & documents received in advance by the Agent/contractor.

- ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to IIT Ropar.
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v. To communicate promptly through telephone and e-mail etc., to ensure quick clearance.
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

**C. EXPORTS TO VARIOUS COUNTRIES: -**

- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export of equipments for replacement, completion of their paper work and re-import them subsequently.
- iii. All procedural formalities with customs will be required to be done by the agent. The Agent shall take care of the paper work of the export documents for repair or replacement materials on priority basis.

However, there would be no guarantee ever of any definite volume of work which could be entrusted to the successful bidder.

**OTHER INSTRUCTIONS/CONDITIONS**

1. **Airfreight charges:** The freight forwarder will charge the freight cost on the basis of IATA rates which are fixed by the International Air Traffic Association (IATA). The parties must offer one and single discount on these rates which should be **"in percentage (%) only"** for all countries.
2. The Clearance Charges rates must be quoted in the prescribed format only. The delivery order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual. No other clearance charges will be paid extra in any consignment.



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3. For signing the contract agreement, the successful bidder shall have to furnish a stamp paper from Ropar of Rs.100/- only in its own name and cost.

**TERMS & CONDITIONS AND CONTRACTUAL OBLIGATIONS**

**General**

1. Guidelines and the instructions i.e. Part-I of the bid document and the intimation sent by the institute to the bidder whose bid has finally been successful, shall form invariable parts of the contract.
2. Income tax, as applicable, will be deducted at source from the bills of the agent.

**Duration of the Contract**

3. The contract shall initially be for the period of ONE year out of which the first six months shall be on probation and after successful rendering of the services; the contract shall automatically be deemed extended for the remaining period. However, for this purpose, the Institute shall issue an official letter. The contract would be further extendable for two or more terms of six months each, subject to satisfactory performance.
4. The performance of the agents will be constantly reviewed during the contract period by the committee constituted for the purpose.

**Shipments and Airfreight of Import and Export Consignments**

5. Import can be from any country of the world. As such, the IATA rates and discounts shall be applicable there also.
6. Likewise, in the matter of exports, the IATA rates only shall be applicable as may be prevalent at the time.
7. On receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
8. The successful bidder must have its own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute.



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9. All other statutory charges will be paid as per actual, after submitting original documents.
10. The consignments must be shipped in the first available console of any airline.
11. The agent shall be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the event of non-availability of invoice or other relevant papers, if the consignments incur any demurrage or penalty, the agent shall be solely responsible for the same.
12. Pre-shipment advice/alert must be intimated well in advance (48 hours prior to shipment). A weekly statement showing consignment shipped during last week and the proposed shipment during the next week through e-mail shall have to be invariably submitted. The Agent would also give the detailed prior information of the materials to be shifted from Delhi to IIT Ropar by e-mail so that Inspection Report could be prepared and unloading arrangement should be made in advance, if any. The IIT ROPAR shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder.
13. The agent shall have to pay all the clearing charges of the consignment including customs duty up to **Rupees Ten Lacs per consignment** (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid to the Agent after original receipt of the consignment at IIT Ropar. Central Stores as also the receipt of pre receipted bill in duplicate addressed to Stores & Purchase, IIT Ropar, along with the relevant documents as proof for which payment has to be charged by the firm. All the receipts should be provided in original including HAWB. The bill should be submitted within 10 days from the release of materials from custom. The Institute will not be responsible to pay the clearance/custom charges, if agent fails to submit the bill within stipulated time.
14. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in externally damaged condition/ short delivery. However, the payment will be released after the amount has been recouped in such cases from the insurance company concerned. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.
15. The consignment after clearance from airport/seaport should be delivered to the Institute's warehouse at Ropar i.e. the Central Stores within seven working days. In case of any urgent and/or perishable items, it should be delivered directly within minimum required period with proper arrangements. The perishable consignments should be cleared immediately on landing and



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clearance process for such consignments should begin well in advance. In case, a perishable consignment is damaged due to insufficient arrangement or Dry Ice during clearance & transportation upto IIT Ropar, the agent shall be held solely responsible for the complete loss in this regard.

16. Any kind of loss or damage to the consignment from foreign airport to the Institute's Central Stores at Ropar and of its recoupment will be firm's/agency's responsibility. However, necessary documents on this account (to be prepared by the agent) will be signed by the Institute in the capacity of consignee/importer.

17. If any damages/pilferage/theft/shortage occurs during the transportation or loading and unloading under the custody of the agent/freight forwarder after taking delivery from the AAI, the agent shall be entirely responsible for the total losses and the same will be recovered from the agent. This will be as per the IATA rules. In the event of damages/shortage/pilferage to the consignment, open delivery may be taken by the Institute subject to the condition that the same is detected in course of customs clearance. However, in such case, this fact must be got recorded on the Bill of entry and a copy of which will be provided by the agent to the Institute.

18. Unloading and distribution of consignment at IIT Ropar will be the agents' responsibility. The unloading shall be made in the presence and supervision of the staff (Central Stores).

19. The agent shall be liable to engage Insurance approved transporters only i.e. the transporters who have the documentations as per the approved norms of the insurance company.

20. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

**Entitlement of Air Freight Charges:**

21. The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates.

22. Under no circumstances should these rates be more than those specified in the latest IATA TACT book. The firm shall have to furnish an undertaking to this effect on its letter-head.

23. However, it is made clear that the airfreight by the agent shall be charged on the basis of either the "Gross weight" or otherwise "Volume Weight" of the

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consignment, whichever is higher. As such, the weight for the purpose of Airfreight will be deemed to be the “**chargeable weight**” of the consignment.

24. It shall be the responsibility of the agent to mention proper dimensions in the Air Way Bill in terms of the cms/Inches/odd dimension etc. in import as well as in the export documents.
25. The consignment should be shipped in the first available console of any airline.
26. For the purposes of calculation of air freight charges and sea freight charges, the SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency as prevailing on the date of arrival in India, shall be applicable.
27. **Ex-works shipments:** In case, the foreign supplier has agreed to supply the goods on Ex-works basis, the consignment shall be lifted by the agent from the foreign suppliers and forwarded/delivered to IIT Ropar via New Delhi. The inland handling/ forwarding charges shall be paid by IIT Ropar on actual basis.
28. Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time.
29. Even in cases of any dispute, the consignment shall be cleared by the agent and handed over to IIT Ropar, pending the settlement thereof.
30. The efficiency of custom agency will be judged by the Institute on following aspects:
  - a. Eliminating payment of demurrage/penalty charges.
  - b. Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs of landing at New Delhi airport and forwarding the same to IIT Ropar.
  - c. Number of consignments damaged during the year and follow up by the agency thereon.
  - d. Time taken to deliver the consignments at IIT Ropar after release of the shipment from the airport.
31. The agency shall intimate IIT Ropar well in advance (48 hrs./pre-alert advice) from the date of arrival of the consignment at IGI, New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to Delhi in time. The agency shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to IIT



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Ropar. The penalty and demurrage charges due to agent's negligence will be recovered from them. Similarly, the agent shall have to make good to IIT Ropar, any loss incurred due to negligence or failure on their part in taking prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the ordered material at the country airport of shipment or suppliers premises on behalf of IIT Ropar, if required in certain cases. Safe custody of the consignment cleared shall be the responsibility of the agency until it is delivered to Central Stores, IIT Ropar and delivered to the concerned indenter. The unloading of the materials at IIT Ropar will be the responsibility of the agent. The Institute will pay the crane/forklift charges for unloading of heavy materials only.

32. The agent shall also be responsible for clearance of material shipped by any other console (CIF/CIP/C&F) or Direct Purchase Order, if all relevant documents and intimation has been provided to them in advance by IIT Ropar. In such cases, no Demurrage shall be payable under any circumstances whatsoever, save in cases, where the lapse has been on the part of the Institute. The Agent shall be fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment coming from other console including Direct Orders.
33. It shall be responsibility of the agent to ensure/check that the consignment has been properly insured before shipping it from the respective countries.
34. In case of Export & Re-Import, the agent shall be fully responsible to take Insurance policy for consignment(s). However, the same shall be reimbursed by the Institute after the original policy document with proper bill on actual is produced.
35. It is understood that if any loss is incurred due to non-insurance of the consignment(s) during transit, the total loss shall be recovered from the agent's bills or otherwise.
36. Agent shall make good to Institute, any loss that has to be incurred due to the negligence/ failure on its part in taking prompt action in finalization of Bill of Entry and clearance of consignment within the stipulated period. Such losses to the Institute shall be recovered from either its bills or other means as deemed appropriate.
37. The agent shall have to bear the applicable customs duty up to a limit of Rs.10,00,000/- (Rupees Ten Lacs only), on behalf of IIT Ropar, which will be reimbursed to the agent along with the Bill submitted in this behalf. However, in Case, the amount of Custom Duty exceeds the said limit of Rs. Ten Lacs, then the agent shall instantly intimate IIT Ropar about the amount with detailed calculations involved in the Custom Duty & Freight vis-à-vis the Purchase Order well in advance and simultaneously submit a Proforma Invoice thereof, to enable the Institute arranging for the payment in time i.e.



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by 48 hrs, prior to the landing of the shipment. However, if advance payment as aforesaid, is delayed for certain reasons, the agent shall ensure to pay on his own the entire sum as may be payable which shall subsequently be reimbursed to the agent within three days. It is made clear that if the delay in intimating to the Institute is caused on the part of the agent about the duty payable, then only the agent shall be held liable for all consequences and costs including the interest burden etc. and no plea in this regard shall be accepted/entertained.

38. The consignment shall be moved within seven (07) days of receipt of the material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port, delivered at the Institute's Central Stores within a week (7 days of landing at IGI New Delhi) (For FOB/FCA/EX-WORK/CIF etc).
39. In case, the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent until IIT Ropar receives the complete consignment/insurance claim. In all such cases, the agent shall be required to instantly file "Shortage" or "Damaged" or "Not Found" or "Not Traceable" notice with the Airport Authorities and further, obtain necessary certificate thereto or damage certificate from the Airlines / Sea liner besides lodging necessary claim with the authorities concerned, under intimation to IIT Ropar. It shall be the duty of the agent to also follow up the matter with Insurance Company for claim settlement including obtaining damage certificate, surveyor inspection along with the Institute representative, lodging the claim and taking other necessary action.
40. At times, some of the consignments of the institute may be under temporary export/import items. Hence the agent would have to handle such consignments as well.
41. **Penalty Clause:** IIT Ropar reserves the right to deduct a penalty for Rs.500/- per day for delay in consolidation and Airfreight of IIT ROPAR shipments and their delivery to Central Stores, IIT Ropar. The period of delay will be calculated after 4 weeks from the date of intimation from the supplier about the readiness of Equipment/Consumable for shipment. This will also be applicable for delays in shifting of material from New Delhi to IIT Ropar after 07 days of clearance.
43. All the imports effected by the Institute are partially customs duty free under Notification No. 51/96 dated 23.07.1996. To avail the said duty exemption, a certificate against each import will be provided by the Institute, on receipt of Cargo Arrival Notice from the agent for custom clearance purposes. The applicable custom duty after duty exemption certificate in all shipments is presented/submitted to the respective authority shall be payable @ 5.15% only leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.



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44. **Performance Bank Guarantee :-** The successful bidder shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of **Rs.10,00,000/- (Rupees Ten Lacs Only)** from a **nationalized bank only** as security in favour of Registrar, IIT Ropar, within fifteen days of the award of order.
45. You have to provide the undertaking as per ANNEXURE – B given in the tender document.
46. The security deposit/Performance Bank Guarantee must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.
47. The security deposit/Bank Guarantee will be refunded / returned three months after the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. The Director, IIT Ropar will have the discretion to invoke the payment from the bank in case of any breach of contract.
46. **Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as well, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of **Rs.20,00,000/- (Rupees Twenty Lacs only)** in favour of the Registrar, IIT Ropar within 15 days of the receipt of the letter of acceptance issued by the Institute, so as to safeguard the interest of IIT Ropar in case, of any loss is caused to IIT Ropar due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which should be a Nationalized Bank. This bond must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.

**Termination**

47. The contract may be terminated by either party to the contract by giving three months' prior notice to the other party without assigning any reasons.
48. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
49. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.



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50. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

## Arbitration

51. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute.
52. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de-novo.
53. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
54. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
55. The venue of the arbitration shall be at Ropar.
56. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

## Force Majeure

57. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire,



भारतीय प्रौद्योगिकी संस्थान रोपड़  
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flood and acts and regulation of the Government of India or any of its authorized agencies.

58. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
59. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
60. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

**Jurisdiction**

All the matters and disputes under this contract shall be subject to the jurisdiction of Ropar courts only.

Any Clause of tender document which is not covered under this LOI shall deemed to form the integral part of this LOI and it will be presumed that you have deemed agreed to render the service in conformity with respect to the provisions of tender document.

Please convey your acceptance by signing the duplicate copy of this letter and send the Agreement on non-judicial stamp paper of requisite value for providing the above services & make necessary arrangements for taking up the contract w.e.f. 01.11.2020.

  
Lagvish Kumar  
(Joint Registrar)

Copy to: 1) Assistant Registrar, Accounts for information please.