

**Indian Council of World Affairs**  
**New Delhi**

**E-notice inviting tender for providing security at Indian Council of World Affairs**  
**(ICWA), Sapru House, Barakhamba Road, New Delhi-110001**

<b>Tender Notice No.ICWA/BLDG/813/1/2022</b>	<b>Dated 16.12.2022</b>
Important Dates	
Date of Publishing	16.12.2022
Bid document download start date	17.12.2022 (1600 hrs)
Clarification start date	17.12.2022 (1000 hrs)
Clarification end date	24.12.2022 (1600 hrs)
Bid submission start date	25.12.2022 (1000 hrs)
Bid submission end date	24.1.2023 (1600 hrs)
Date of technical bid opening	25.1.2023 (1500 hrs)
Date of financial bid opening	To be intimated later

The bids shall be submitted on GeM Portal: <https://gem.gov.in/>

**Introduction:** Online quotations are invited from experienced, reputed and legally valid entity in the form of limited company or a private company registered under the Companies Act, 1956 for providing manpower for security services at ICWA, Sapru House, New Delhi. The interested agencies are required to submit the technical and financial bids through GeM Portal.

2. Scope of work, eligibility criteria, terms and conditions would be as follows:
  - A. **Scope of work:** To provide security services at ICWA, Sapru House, Barakhamba Road, New Delhi.
    - (i) The agency shall provide security service by deploying trained, uniformed and well disciplined security personnel preferably ex-servicemen who shall safeguard movable and immovable assets, equipment and other items in ICWA from any thefts, pilferage or damage and shall also ensure safety of employees, visitors, guests or any other persons working in the building;
    - (ii) The agency will provide the photo identity cards to the persons deployed. The cards should be constantly displayed and their loss reported immediately;
    - (iii) Security personnel will control the access of persons into and out of the Sapru House. The guards deployed should record inward and outward movement of persons (other than employees/workers/materials, etc) with proper check on the same as per instructions given by the officials from time to time;

- (iv) The Agency shall be responsible for opening/closing of door of the buildings and rooms as necessitated/directed by competent authority at the building on working and holidays;
- (v) The security personnel deployed shall maintain vigil and remain alert;
- (vi) The security personnel shall be duly trained in fire safety operations. They should be trained to operate various fire control equipment installed at the Sapru House;
- (vii) The security personnel should have a minimum educational qualification of 10<sup>th</sup> class pass; and
- (viii) The Agency shall keep the Under Secretary, ICWA informed of all the matters of security and cooperate in the investigation of any incident relating to security.

## **B. Eligibility Criteria**

1. The bidder shall necessarily be a legally valid entity in the form of a Limited Company or a Private Company registered under the Companies Act, 1956. Bidding in the form of JV/Consortium is not permitted.
2. The bidder shall have at least 5 years of experience of providing security services. Preference shall be given to firms having experience of providing security to Government/MNC/Big private organizations located in and around New Delhi.
3. The bidders must have satisfactory arrangement for training of its workers. Confirmation in this regard is to be given. The bidder should have an office in New Delhi or NCR of Delhi.
4. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company.
5. The bidder should have the following registrations/documents, which should be provided in the technical bid:
  - (a) EPF Registration
  - (b) ESI Registration
  - (c) GST/other relevant Tax Registration
  - (d) Valid licence issued by Regional Labour Commissioner, Government of India
  - (e) Documents of previous experience in the field/type of security services undertaken by the firm and list of organizations to which security services are being provided at present
  - (f) Permanent Account Number (PAN)
6. The bidder will ensure compliance with all mandatory labour laws/regulations laid down by Govt. of NCT of Delhi. This will include payment of minimum wages, bonus, EPF/ESI.

7. The bidder should have an average turnover of Rs.25 lakh annually during the past 3 financial years. The bidder may attach attested copies of annual turnover for the last 3 financial years along with copies of audited financial statement for the last 3 financial years.

**C. TERMS AND CONDITIONS**

1. The security services and provision for the required man power shall be as under:

Trained uniformed guards will be deployed in two shifts of 12 hours each at the main entrance and in each shift, there would be two guards. In other two spots in the ICWA premises, one guard each will be on day shift of 12 hours. Total number of guards is 6 of 12-hour shift.

**Note:** (a) Estimated number of guards is subject to reasonable change at the discretion of the competent authority of ICWA.

(b) The above number and arrangement of deployment of the security personnel is without prejudice to the right of ICWA to deploy security personnel in any other number or manner considered to be more suitable in the interest of the office.

2. The agency shall ensure deployment of suitable security personnel employed on long term basis from proper background after getting their antecedents, character and conduct verified from local/state police authorities and withdraw such employees not found suitable by the office for any reasons immediately on receipt of such request.
3. Full particulars of the personnel to be deployed by the agency including their names, addresses, details of bank accounts in which their monthly salary to be transferred by the company, ESI, EPI details, etc shall be furnished to ICWA along with testimonials before they are actually deployed for the job in ICWA.
4. The persons deployed cannot claim master and servant relationship against ICWA. The workers would not have any claim for regularization of their services at a later stage, or enhancement of wages with ICWA. The agency shall ensure proper conduct of personnel deployed in office premises and ensure prohibition of consumption of alcoholic drinks, paan, smoking, and abusive language, action, etc.
5. The agency shall deploy security guards trained in all facets of security work including fire-fighting. The agency shall provide necessary undertaking and documentary evidence of training of guards from recognized security training institutes in this regard.

6. A senior level representative of the agency shall visit ICWA at least once a week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the officers for mutual feedback regarding the work performed by its personnel and removal of deficiencies, if any, observed in their work.
7. The agency shall ensure that any replacement of the personnel, as required by ICWA for any reason specified or otherwise, shall be effected promptly without any additional cost. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of ICWA at the agency's own cost.
8. The agency shall provide reasonably good uniform with name badges to its personnel deployed at ICWA at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals such as belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the agency at its cost. The transportation, food and other requirements in respect of each personnel of agency will be the responsibility of the agency.
9. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in activity prejudicial to the interest of ICWA. They shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangement/administrative/organizational matters.
10. Proposals for efficient functioning of the security system shall be discussed, considered and implemented from time to time by the agency with the approval of competent authority of ICWA.
11. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws such as wages, allowances, compensation, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed by it at ICWA or for any accident caused to them and ICWA will not be liable to bear any expense in this regard. The agency shall also be responsible for the insurance of its personnel. The security agency shall ensure compliance of various acts/laws laid down by the Govt of NCT of Delhi and will be required to submit documentary proof to ensure compliance on regular basis.
12. In case of any theft or pilferage, loss or other offences, the agency will investigate and submit a report to competent authorities and maintain liaison with the police wherever required.
13. In case of any loss that may be caused to ICWA due to lapse on the part of security personnel discharging security, responsibility will be borne by the agency and in this connection, ICWA shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to ICWA building besides imposition of penalty. In the case of frequent lapse on the part of security personnel deployed by the agency, ICWA shall be within its right to terminate the

- contract forthwith or take any other action without assigning any reason whatsoever.
14. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
  15. As and when ICWA requires additional security strength on temporary or emergency basis, the agency shall depute such security personnel under the same terms and conditions. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, competent authorities shall deduct the requisite amount on pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
  16. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The agency shall submit to ICWA an attested copy of the attendance record and enclose the same with the monthly bill.
  17. ICWA will pay the agreed amount on the basis of monthly bills submitted by the firm. No other charges of any kind shall be payable.
  18. There would be no increase in rates payable to the agency during the contract period except reimbursement of the statutory wages revised by the Government from to time.
  19. Income tax applicable shall be deducted from the bill unless exempted by the income tax department.
  20. The agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The agency shall fully indemnify ICWA against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the Sapru House.
  21. The decision of ICWA with regard to interpretation of the terms and conditions of the agreement shall be final and binding on the agency.
  22. Any violations of instructions/contract conditions or suppression of facts will attract cancellation of contract without any reference.

Note: These terms and conditions are part of the contract/agreement between ICWA and the agency and any non-compliance shall be deemed as breach of the contract/agreement.

23. **Bid Security:** Those bidders who submit their online bids on GeM portal should send Bid Security (Earnest Money Deposit) of Rs.65,000 in the form of Demand Draft or Banker's Cheque from any Nationalised Bank so as to reach Deputy Secretary, ICWA, Sapru House, Bharakhamba Road, New Delhi-110001 by 25.1.2023; 1500 hrs. The Demand Draft or Banker's Cheque may be drawn in favour of "Indian Council of World Affairs, New Delhi". The envelope containing the Bid Security should be superscribed as "Bid Security for Tender for Security Services".
24. Submission of Bid Security is compulsory for all the bidders except Micro and Small Enterprises (MSEs) and those who are registered with Central Purchase Organization for providing security services. Documentary proof to this effect should be attached with Technical Bid.
25. **Performance Security:**
- (a) Performance Security of Rs.2,00,000 has to be provided by the successful bidder before signing the agreement in the form of Account Payee Demand Draft or Bank Guarantee from a Commercial Bank. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
  - (b) No interest shall be paid on the Performance Security.
  - (c) Bid Security will be refunded to the successful bidder on receipt of Performance Security.
  - (d) Bid Security of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before 30<sup>th</sup> day after the award of the contract.
26. Any wrong or misleading information will lead to disqualification.
27. ICWA will, at its own discretion, accept or reject any bid/quotation(s) without assigning any reasons thereof.
28. ICWA reserves the right to amend/withdraw any of the terms and conditions in the tender document or reject all or any tenders without giving any notice or assigning any reason. The decision of ICWA in this regard will be final and binding on all.
29. Bids will be valid for 120 days from the date of opening of bids.
30. The contract will be valid for a period of two years, which may be extended by one year based on satisfactory performance by the Agency and at the discretion of ICWA.

31. ICWA reserves the right to terminate the contract any time with a prior notice of 30 days with or without assigning any reason.

32. **Opening of Bids:** Technical bids will be opened at ICWA as per schedule mentioned in the Table (Important Dates) at ICWA in presence of bidders or their authorized representatives with authority letter on the letterhead of tender company/firm/agency duly signed by the tenderer.

33. The bidders who qualify in the technical evaluation stage shall only be considered for opening of Financial Bids. The technical bids not meeting the requirements as per tender notice shall be rejected and their financial bids will not be opened. The date and time of opening of financial bids will be intimated to those bidders who are qualified in the Technical Bids.

34. **Amendment of bidding document:**

(a) At any time prior to the deadline for e-submission of bids, ICWA may modify the bid document whether on its own initiative or in response to the clarification sought by a prospective bidder.

(b) Any amendment in the bidding document any time prior to the deadline for e-submission of bids shall be uploaded as 'Corrigendum' on GeM Portal and ICWA's website: <https://www.icwa.in/>

© ICWA may at its discretion extend the deadline for e-submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into consideration the amendments while preparing their bids.

(d) ICWA reserves the right to amend or withdraw or reject any of the terms conditions contained in the tender document without giving any notice or assigning any reason.

**Dr. Vaibhav A. Tandale**  
**Deputy Secretary(ICWA)**

Indian Council of World Affairs  
New Delhi

Tender No.ICWA/BLDG/813/1/2022 dated 16.12.2022

**Name of Work: Providing Manpower for Security Services at ICWA, Sapru House, Barakhamba Road, New Delhi-110001.**

**TECHNICAL BID**

1. Name and address of Tendering organization/agency with phone number, e-mail and name of contact person	
2. Copy of registration certificate/licence to provide security services from local government/Government authorities (such as Private Security Agencies Regulation Act, 2005) valid for 12 months from date of opening of the tender	
3. Experience in the work of providing security services. Particulars of experience. Attach experience certificate/testimonials for providing security and related services only for the past 3 years. Other unrelated experience certificates such as supply of other manpower services should not be attached.	

Sl. No.	Name of organization with complete address and telephone number to whom services provided	From	To	Contracted Amount (Rs. Per month)	Reason for termination
	Please attach a separate sheet if required.				

4. Do you have training facility for security guards or keep guards trained from authorized training institutes?  Attach documentary proof for training facilities/documentary proof for training of guards from other authorized training institutes.	
5. Are you covered by the labour legislations such as ESI, EPF, Gratuity Act, etc?	
6. Please give EPF No. ESI Code: Gratuity Act Regn. No.	
7. Are you governed by minimum wages rules of Govt. of India or Govt of NCT of Delhi. If yes, please give	



details of total number of employees on the permanent rolls for security duties.	
8. Please attach a copy of last return of income tax.	
9. Please attach attested copies of annual turnover for the last 3 financial years	
10. Please attach balance sheet of the company duly certified by Chartered Accountant for the last 3 years	
11. PAN No. (Please attach copy)	
12. GST Number (Please attach copy) and other relevant Tax Registration No. (Please attach copy)	
13. Trade Licence No. (Please attach copy)	
14. Acceptance of terms and conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15. Declaration by the bidder (format Annexure-III)	
16. Please indicate if any case is pending with the police against the bidding Company/Firm/Partner. Indicate any convictions in the past against the Company/Firm/Partner.	
17. Details of DD/Banker's Cheque of Rs.65,000 towards Bid Security (EMD), which should be sent so as to reach Deputy Secretary, ICWA, Sapru House, Bharakhamba Road, New Delhi-110001 by 25.1.2023 until 1500 hrs. The envelope containing the Bid Security should be superscribed as "Bid Security for Tender for Security Services".  Submission of Bid Security is compulsory for all the bidders except Micro and Small Enterprises (MSEs) and those who are registered with Central Purchase Organization for providing security services. Documentary proof to this effect should be attached with Technical Bid.	

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Date:

Name:

Seal:  
Address & Phone No.

**Indian Council of World Affairs**  
**New Delhi**

**Tender No.ICWA/BLDG/813/1/2022 dated 16.12.2022**

**Name of Work:** Providing Manpower for Security Services at ICWA, Sapru House,  
Barakhamba Road, New Delhi-110001.

**FINANCIAL BID**

<b>Sl. No.</b>	<b>Monthly Wages</b>	<b>Rate per month per security guard of 12-hour shift</b>	<b>Amount for 6 security guards of 12-hour shift</b>
1.	Minimum wages (Basic salary)		
2.	ESI		
3.	EPF		
4.	Bonus		
5.	Leave Salary/Reliever Charges		
6.	Administrative/Agency Charges		
7.	Any other charges, please specify		
8.	GST or any other Taxes		
	<b>Total</b>		

**Note:** (i) Please attach an extract of Act/Rules/Orders/Circulars relating to the rate of wages/charges quoted by you.

(ii) Rates as per relevant Acts and Rules will be paid on submission of proof of remittance challans/receipts.

(iii) If the bidder quotes Nil charges/consideration, the bid will be treated as unresponsive and will not be considered. In case of abnormally low consideration, bidder may be asked to justify the quote vis a vis his expenses.

(Signature of Tenderer with seal)

Date:

Name:

Address & Phone No.

**Indian Council of World Affairs**  
**New Delhi**

**Name of Work:** Providing Manpower for Security Services at ICWA, Sapru House,  
Barakhamba Road, New Delhi-110001.

**AFFIDAVIT**

**DECLARATION BY THE BIDDER**

I/We..... Partner(s)/  
Legal Attorney/Proprietor(s)/Accredited Representatives of M/s  
.....

Solemnly declare that:

2. I/We are submitting tender for providing manpower for security services against Tender Notice No.ICWA/BLDG/813/1/2022 dated 16.12.2022. We agree to the terms and conditions stipulated in the Tender Notice.
3. I/We or my/our partners do not have any relative working in ICWA.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender notice is complete, correct and true.
5. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
6. The Price Bid submitted by me/us is 'without any condition'.
7. There would be no increase in rates during the contract period except under the provisions of terms and conditions.
8. The bidding company or Proprietor/Firm/Partner has not been banned/de-listed by any Government, Quasi-government agencies or PSUs.
9. No criminal/civil case is pending against the bidding Company or Proprietor/Firm/Partner.
- 10.. If any information/document submitted is found to be false/incorrect, ICWA may cancel my/our tender and action as deemed fit may be taken against me/us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm, etc.

(Signature of the Tenderer with seal)

Date:

Name:

## Draft Agreement

### Agreement for providing Security Services at Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Twenty Three between Indian Council of World Affairs, New Delhi, on one part, hereinafter called ICWA, and M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, on the other part, hereinafter called the 'Agency' for providing Security Services.

ICWA is desirous of engaging the Agency for providing Security Services on the terms and conditions stated below:

#### **A. Scope of work:**

- (i) The Agency shall provide security service by deploying trained, uniformed and well disciplined security personnel preferably ex-servicemen who shall safeguard movable and immovable assets, equipment and other items in ICWA from any thefts, pilferage or damage and shall also ensure safety of employees, visitors, guests or any other persons working in the building;
- (ii) The Agency will provide the photo identity cards to the security personnel deployed. The cards should be constantly displayed and their loss reported immediately;
- (iii) The security personnel will control the access of persons into and out of the Sapru House. The guards deployed should record inward and outward movement of persons (other than employees/workers/materials, etc) with proper check on the same as per instructions given by the officials from time to time;
- (iv) The Agency shall be responsible for opening/closing of door of the buildings and rooms as necessitated/directed by competent authority at the building on working and holidays;
- (v) The security personnel deployed shall maintain vigil and remain alert;
- (vi) The security personnel shall be duly trained in fire safety operations. They should be trained to operate various fire control equipment installed at the Sapru House;
- (vii) The security personnel should have a minimum educational qualification of 10<sup>th</sup> class pass; and
- (viii) The Agency shall keep the Under Secretary, ICWA informed of all the matters of security and cooperate in the investigation of any incident relating to security.

## **B. Terms and Conditions:**

1. Trained uniformed guards will be deployed in two shifts of 12 hours each at the main entrance and in each shift, there would be two guards. In other two spots in the ICWA premises, one guard each will be on day shift of 12 hours. Total number of guards is 6 of 12-hour shift.

**Note:** (a) Estimated number of guards is subject to reasonable change at the discretion of the competent authority of ICWA.

(b) The above number and arrangement of deployment of the security personnel is without prejudice to the right of ICWA to deploy security personnel in any other number or manner considered to be more suitable in the interest of the office.

2. The Agency shall ensure deployment of suitable security personnel employed on long term basis from proper background after getting their antecedents, character and conduct verified from local/state police authorities and withdraw such employees not found suitable by the office for any reasons immediately on receipt of such request.
3. Full particulars of the personnel to be deployed by the agency including their names, addresses, details of bank accounts in which their monthly salary to be transferred by the company, ESI, EPI details, etc shall be furnished to ICWA along with testimonials before they are actually deployed for the job in ICWA.
4. The persons deployed cannot claim master and servant relationship against ICWA. The workers would not have any claim for regularization of their services at a later stage, or enhancement of wages with ICWA. The Agency shall ensure proper conduct of personnel deployed in office premises and ensure prohibition of consumption of alcoholic drinks, paan, smoking, and abusive language, action, etc.
5. The Agency shall deploy security guards trained in all facets of security work including fire-fighting. The Agency shall provide necessary undertaking and documentary evidence of training of guards from recognized security training institutes in this regard.
6. A senior level representative of the agency shall visit ICWA at least once a week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the officers for mutual feedback regarding the work performed by its personnel and removal of deficiencies, if any, observed in their work.
7. The agency shall ensure that any replacement of the personnel, as required by ICWA for any reason specified or otherwise, shall be effected promptly without any additional cost. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of ICWA at the agency's own cost.

8. The agency shall provide reasonably good uniform with name badges to its personnel deployed at ICWA at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals such as belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the agency at its cost. The transportation, food and other requirements in respect of each personnel of agency will be the responsibility of the agency.
9. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in activity prejudicial to the interest of ICWA. They shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangement/administrative/organizational matters.
10. Proposals for efficient functioning of the security system shall be discussed, considered and implemented from time to time by the agency with the approval of competent authority of ICWA.
11. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws such as wages, allowances, compensation, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed by it at ICWA or for any accident caused to them and ICWA will not be liable to bear any expense in this regard. The agency shall also be responsible for the insurance of its personnel. The security agency shall ensure compliance of various acts/laws laid down by the Govt of NCT of Delhi and will be required to submit documentary proof to ensure compliance on regular basis.
12. In case of any theft or pilferage, loss or other offences, the agency will investigate and submit a report to competent authorities and maintain liaison with the police wherever required.
13. In case of any loss that may be caused to ICWA due to lapse on the part of security personnel discharging security, responsibility will be borne by the agency and in this connection, ICWA shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to ICWA building besides imposition of penalty. In the case of frequent lapse on the part of security personnel deployed by the agency, ICWA shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
14. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
15. As and when ICWA requires additional security strength on temporary or emergency basis, the agency shall depute such security personnel under the same terms and conditions. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, competent authorities shall deduct the requisite amount on pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

16. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The agency shall submit to ICWA an attested copy of the attendance record and enclose the same with the monthly bill.
17. ICWA will pay the following amount, as quoted in the Financial Bid, on the basis of monthly bills submitted by the Agency along with proof of payment of statutory obligations such as EPF, ESI, Bonus, etc:  
  
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18. No other charges of any kind shall be payable by ICWA.
19. There would be no increase in rates payable to the Agency during the contract period except increase in minimum wages as revised by the Government of Delhi from time to time.
20. Deduction of TDS will be made in accordance with existing rules.
21. The agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The agency shall fully indemnify ICWA against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the Sapru House.
22. The decision of ICWA with regard to interpretation of the terms and conditions of the agreement shall be final and binding on the agency. In case of dispute, interpretation/decision of ICWA will be treated as final.
23. Any violations of instructions/contract conditions or suppression of facts will attract cancellation of contract without any reference.
24. Performance Security of Rs.2,00,000 provided by the Agency before signing the agreement in the form of Account Payee Demand Draft or Bank Guarantee from a Commercial Bank should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. The Performance Security shall be refundable without interest after sixty days of termination/completion of the contract.
25. The contract will be valid for a period of two years, which may be extended by one year based on satisfactory performance by the Agency and at the discretion of ICWA.
26. ICWA reserves the right to terminate the contract any time with a prior notice of 30 days with or without assigning any reason.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in this Agreement.

**For and on behalf of ICWA**

**For and on behalf of the company:  
Authorized Signatory:  
Designation:**