

REVISED TENDER NOTICE
FOR
SECURITY SERVICES
FOR
**INTERNATIONAL MANAGEMENT INSTITUTE,
DELHI**

Date: 10th February 2025

Tenders in sealed cover are invited under a **two-bid** system from reputed and experienced Agencies on behalf of the Registrar, International Management Institute, Delhi for providing Security Services at the premises of **IMI, B-10 Qutab Institutional Area, Tara Crescent, New Delhi 110016.**

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “**Tender for Security Services for IMI, New Delhi**” and should reach at the office of “**The Registrar & CAO, IMI, B-10 Qutab Institutional Area, Tara Crescent, New Delhi 110016 before 22nd February 2025.**”

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website www.imi.edu. The tender document should be submitted in hard copy in the Cover-I “Technical Bid” The Tender Enquiry Documents are not transferable. Cover-II should contain financial bid and superscribed accordingly.

Any future clarification and/or corrigendum(s) shall be communicated through Registrar & CAO, IMI New Delhi.

No. IMID/Tender/Security/

**Registrar & CAO
IMI, New Delhi**

TENDER DOCUMENT

**IMI NEW DELHI INVITES
TENDER FOR PROVIDING “SECURITY SERVICES TO IMI NEW DELHI”
(Documents related to Eligibility Criteria)**

**TECHNICAL BID
(In separate sealed Cover-I super scribed as “Technical Bid”)**

1	Name & Address of the Tenderer Organization /Agency with phone number, email and name and telephone/mobile number of contact person.					
2	Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of a similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out.			In following format		
S No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Total contract period (in Year/Month)	Total contract amount (in Rs.)	Reason for termination
3	Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:					
(a)	Is the establishment registered with the Government? Please give details with document/evidence.					
(b)	Do you have a Labour license. Please provide details and attach a copy. A license to keep armed guards and license for guns /shots should also be enclosed.					
(c)	Undertaking of the Agency confirming the availability of adequate manpower of requisite qualification and experience for deployment in IMI New Delhi.					
4	Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.					
5	Do you have QMS and EHS policy. Please submit documents.					
6	Please give EPF No: ESI Code: Gratuity Act Registration. No:					
7	Are you governed by minimum wages rules of the Govt. of India? If yes, please provide the details.					

8	Please attach a copy of the last 3 years Return of Income Tax	
9	Please attach balance sheet of the company [duly certified by Chartered Accountant for last three (3) years]	
10	PAN No. (Please attach copy)	
11	GST No. (Please attach copy)	
12	Trade License No. (Please attach copy)	
13	Service Tax Registration No. (Please attach copy)	
14	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15	Power of Attorney/authorization for signing the bid documents	
16	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from the local police station. Indicate any convictions in the past against the Company/firm/partner.	

Declaration by the Tenderer:

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

Enclosures:

1. Terms & Conditions (each page must be signed and sealed)
2. Financial Bid.

Place:.....

(Signature of Tenderer with seal)

Date:.....

Name:
Address
Phone No (O):
E-mail:

FINANCIAL BID

(In sealed Cover-II super scribed “Financial Bid”) TENDER FOR PROVIDING “SECURITY SERVICES TO IMI NEW DELHI”

S No.	Particulars	Unit	Rate per person per month (In Rs.)	Amount (in Rs)
1.	Supervisor (preferably Ex- serviceman / Paramilitary Forces / Police) for General shift	1		
2	Male Security Guards	13		
3	Female Security Guards Add Service Tax	5		
	Total Amount (in Rs.)	19		

It is clarified that the consolidated and all-inclusive **quoted rates** should not contain the wages component less than the minimum wages of Govt. of India. and should contain the break-up in the following manner: -

S No.	Description	Percentage <i>[to be read in conjunction with latest rules, Acts, policies etc. of the Competent Authorities]</i>	Supervisor <i>[Per unit]</i>	Security Guard <i>[per unit]</i>
1	Basic wages plus Variable Dearness Allowance (VDA)			
2	ESI			
3	EPF			
4	EDLI (Employees Deposit Link Insurance)			
5	Administrative Charges			
6	House Rent Allowance	NA		
7	ESI on HRA	NA		
Total				
8	Leave / weekly off etc.			
Total				
9	Bonus			
10	Gratuity			
Total				

SNo.	Description	Percentage <i>[to be read in conjunction with latest rules, Acts, policies etc. of the Competent Authorities]</i>	Supervisor <i>[Per unit]</i>	Security Guard <i>[per unit]</i>
11	Uniform outfit / washing			
Total				
12	Service Charge			
Total				
13	GST			
Grand Total				

NOTE:

1. IMI New Delhi may ask to depute additional Security Guards with or without arms as and when needed.
2. The rate is inclusive of weekly off.
3. The tenderer has to provide uniform, Identity Card, Batten, Umbrella, Heavy Duty Torch & Raincoat etc. to each Security Guard.

Declaration by the Bidder:

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

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period except provision under the terms & conditions.

Place

(Signature of Bidder with seal)

Name:

Date

Seal:

Address:

Phone No (O):

E- mail:

(To be made on Rs 100.00 Non-Judicial Stamp Paper)
DRAFT AGREEMENT FORMAT

This agreement is made at Delhi on the _____ day of _____
Two thousand Seventeen between the **Registrar & CAO, International Management Institute, Delhi,**
having its office at B-10 Qutab Institutional Area, Tara Crescent, New Delhi 110016 (hereinafter called
the '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include
its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its registered office at

(hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its
successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Security Services for IMI NEW DELHI
on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance with the provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in IMI NEW DELHI. The '**Client**' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at IMI New Delhi site. The '**Client**' shall have no liability in this regard.
3. Any violation of instruction /agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the '**Client**' reserves its right to:
 - a) Cancel / revoke the contract; and / or
 - b) Impose penalty up to 10% of the Total Annual Value of **Management Fee**.
6. Security Deposit equal to 5% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order / Demand Draft or Bank Guarantee shall be furnished by the '**Agency**' at the time of signing of the Agreement.
7. The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed on IMI NEW DELHI site.
8. The security personnel provided by the '**Agency**' will not claim to become the employees of IMI New Delhi and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment on IMI New Delhi site.

9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of 'Client' regarding interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
12. The 'Agency' shall ensure full compliance with tax laws of State Government regarding this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
13. In case of any dispute between the 'Agency' and 'Client' the 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand _____ and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Delhi in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of the 'IMI New Delhi'

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said _____

By the said _____

_____(Name)

_____(Name)

on behalf of the 'Agency' in presence of

on behalf of the 'IMI New Delhi' in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

ANNEXURE
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. Scope of Work:

Providing Security services at IMI New Delhi by deploying the required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel, who shall safeguard the IMI New Delhi site, buildings, movable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and also ensure safety of the students, employees, visitors, guests or any other persons working in its complex / premises.
2. The security personnel shall be deployed round the clock at the IMI New Delhi to safeguard the premises.
3. The Security Agency will be responsible for all police liaison work
4. The Agency shall be responsible for opening / closing of the building and rooms as necessitated / directed by Registrar & CAO located at IMI New Delhi site on working and closed days.
5. The Agency should ensure that water taps / lights / ACs are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.
6. The agency shall supervise the cleaning of the premises and water pump operation.
7. The Agency shall maintain records of inward and outward movement of Students, Employees, Guests & Visitors, Subcontractor personnel along with the inward & outward record of materials & vehicles etc with proper check on the same as per instructions given from time to time by Registrar & CAO located at IMI New Delhi site.
8. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
9. Simulated exercise of intrusion / forced entries / various other contingencies may be carried out once in a month.
10. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at IMI New Delhi site. A mock fire drill may be organized every month.
11. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
12. The Agency will carry out any other work allotted by this office in the security of the premises.

B. Eligibility Criteria:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) etc. as per law valid for at least 12 months from the date of the opening of the tender.
2. The Bidder shall have at least 3 years' experience of providing Security services in the Institute of similar nature and stature, State Govt./ PSU /Autonomous Body / Higher Educational Institutions.
3. Having successfully completed at least one work of similar magnitude and duration (worth Rs 1,00,00,000/- (Rupees One Crore per year) in last three years in Institute of similar nature and stature / Government / PSU / Autonomous Body / Govt. Institutions / Educational Institutions.

4. Proof of financial at least three financial years, which must have at least average annual turnover of Rs. 25,00,00,000/- (Rupees Twenty-five crore) in the last three years.
5. The bidder should have an office in Delhi. If not, an office should be opened in Delhi within 30 days of the award of work.
6. Agency will disclose and declare if there are any cases pending against its directors.
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (a) PF Registration:
 - (b) ESI Registration:
 - (c) GST
 - (d) Valid License, issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 30 (Thirty) days of the award of the work.
 - (e) Registration of Incorporation
8. As per the prevailing Contract Act, it is very essential to maintain the following records by the contractor and should be maintained.
 - (a) Employment Card
 - (b) Register of employed people
 - (c) Employee provident fund as per EPF rule the deduction is to be made from the wage of workers deposited with equal amount to EPF commissioner.
9. The agency should have an active QRT located in the vicinity of the institute.
10. The security guards deployed at the institute should be trained in fire fighting and providing basic life support. There should be refresher training happening every quarter.
11. The agency should have dedicated the training department to keep guards trained on the latest threats and its mitigation plans. A training session should be taken by an agency trainer after every 15 days.
12. There should be two guards in each shift with a valid LMV driving license to support in case of any emergency.
13. The agency should provide IMI with the latest automation available in the security domain to enhance efficiency and effectiveness.

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and IMI New Delhi shall be at liberty to recover losses, if any, from the Security Deposit

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be one year which may be extended for a period by mutual agreement depending on the performance of the Agency and at discretion of the Registrar and CAO, IMI New Delhi.
2. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from website www.imi.edu.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services" should reach at the office of "**The Registrar & CAO, IMI New Delhi, B-10, Qutab Institutional Area, New Delhi 110016**, before 22nd February 2025.

4. All the pages of the tender should be signed by the owner of the firm or his Authorized Signatory. In case the tenders are signed by the Authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
6. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 5 % (five) of Annual Contract value towards Performance Security Deposit by way of demand draft in favor of "IMI New Delhi" drawn on any Nationalized Bank / Scheduled Bank and payable at Delhi. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.
7. The bid shall be valid and open for acceptance of the competent authority for a period of 30 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
8. To assist in the analysis, evaluation and computation of the bids, the competent authority may ask the bids individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
9. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of the Minimum Wages Act. In the event two or more agencies are found to have quoted the same rates, the Registrar, IMI New Delhi, shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such a decision by such authority shall be final.
13. The quoted rates shall not be less than the minimum wages of Govt of India and shall include all statutory obligations. The rates quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc., bonus, insurance, leave, salary etc.
14. IMI New Delhi reserves the right to accept or reject any or all bids without assigning any reasons. IMI New Delhi also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the Conditions /specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions:

1. The security services and provision for the required manpower shall be as under: -

For IMI New Delhi Site: -

Shift
First
Second
Third

However, the above number and arrangement of deployment of the security personnel is without prejudice to the right of Registrar & CAO at IMI, New Delhi to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the IMI New Delhi.

2. The Agency shall ensure that the security personnel deputed are healthy and not more than 50 years of age to the extent possible. However, Ex-servicemen who are physically fit & disease free can be considered up to the age of 55 years. The Agency will get their antecedents, character and conduct verified and submit a copy of Police Verification to IMI New Delhi before engaging new Security Guards.
3. The full details of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Registrar & CAO, IMI New Delhi along with testimonials before they are actually deployed for the job.
4. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Registrar & CAO, at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of IMI New Delhi, they shall work under directives and guidance of the Registrar & CAO and will be answerable to the Registrar & CAO. This will, however, not diminish in any way, the Agency's responsibility under contract to the IMI New Delhi.
6. The Agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per the directions of the Registrar & CAO, IMI New Delhi and procedure and records thereof maintained as stipulated by the Registrar & CAO. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit IMI New Delhi premises 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 Registrar & CAO, IMI New Delhi, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their work.
9. The Agency shall ensure that any replacement of the personnel, as required by the Registrar & CAO, IMI New Delhi for any reason specified or otherwise, shall be effected promptly without any additional cost to the IMI New Delhi. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Registrar & CAO, IMI New Delhi at the Agency's own cost.
10. The Agency shall provide good & impeccable uniform chosen by IMI with name badges to its personnel deployed at IMI New Delhi site 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, torches with cell, cane stick, gun, bullets, etc. shall be borne/supplied by the Agency at its cost.

11. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IMI New Delhi/ MoH&FW / Govt. of India / any State or any Union Territory.
12. The day-to-day functioning of the services shall be carried out in consultation with and under the direction of the Registrar & CAO, IMI New Delhi. Proposals for the efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Registrar & CAO, IMI New Delhi.
13. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at IMI New Delhi site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Registrar & CAO, at IMI New Delhi for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance with various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -
 - (a) The prevailing Payment of Wages Act
 - (b) The prevailing Employees Provident Fund Act
 - (c) The prevailing Factory Act
 - (d) The prevailing Contract Labour (Regulation) Act
 - (e) The prevailing Payment of Bonus Act
 - (f) The prevailing Payment of Gratuity Act
 - (g) The prevailing Employees State Insurance Act
 - (h) The prevailing Employment of Children Act
 - (i) The prevailing Motor Vehicle Act
 - (j) Prevailing Minimum Wages Act
 - (k) Prevailing Private Security Agencies (Regulation) Act
14. The agency will submit proof of payment of EPF, ESIC, leave bonus etc. (as applicable) along with the monthly bill without which the Institute is not liable to clear such bill(s).
15. In case of any theft or pilferage, loss or other offences, the agency will investigate and submit a report to the Registrar & CAO, IMI New Delhi and maintain liaison with the police. FIR will be lodged by the Registrar & CAO, IMI New Delhi, wherever necessary. If need be, joint enquiry comprising both the parties shall be conducted and responsibility fixed.
16. The agency should ensure that security staff appointed by them is fully loyal-to and assist the Registrar & CAO, IMI New Delhi & the officers designated by name during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the IMI New Delhi.
17. In case of any loss that might be caused to the IMI New Delhi due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Registrar & CAO, IMI New Delhi shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to IMI New Delhi besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Registrar & CAO, IMI New Delhi shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
18. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangements to make up for such absence. To meet such eventualities the agency shall make a provision for leave reserve.
19. Whenever the Registrar & CAO, IMI New Delhi requires additional security strength on a temporary or emergency basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Registrar & CAO, IMI New Delhi. Similarly, if the security personnel deployed by the agency at any time are found absent from duty or sleeping or found

engaged in irregular activities, Registrar & CAO, IMI New Delhi shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

20. 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 the Registrar & CAO, IMI New Delhi, an attested photocopy of the attendance record and enclose the same with the monthly bill.
21. Registrar & CAO, IMI New Delhi shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
22. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the Statutory Wages revised by the Central Government.
23. The Income tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
24. The Security personnel deployed by the Agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.
25. In case of non-compliance/non-performance of the services according to the terms of the contract, Registrar & CAO, IMI New Delhi shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
26. The Agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The Agency shall fully indemnify IMI New Delhi 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 IMI New Delhi premises / facility.
27. The decision of IMI New Delhi in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
28. In case of any dispute between the Agency and IMI New Delhi, IMI shall have the right to decide. If disputes do not settle arising under the terms of this Agreement, the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by the Director General, IMI New Delhi. The provisions of Arbitration and Conciliation Act 1996 shall be applicable and will be settled in the courts located within the jurisdiction of Delhi / NCR.
29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
30. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.
