

Tender Document  
HIRING SERVICES OF LABOUR CONTRACTOR FOR  
CIRT, PUNE

**FOR**

**Part -I**

**Unskilled  
Semi-Skilled  
Skilled  
Manpower**

**AND**

**Part-II**

**Post Graduate Engineering  
(Civil, Mechanical, Automobile)  
Graduate Engineers (Mech./Auto)  
Diploma Engineers (Mech./Auto)**

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**Tender No.: ADM:GEN:2024-25:01  
Central Institute of Road Transport (CIRT)**

Post Box No. 1897, Nashik Phata, Bhosari, Pune – 411026  
Telephone: 020-67345300  
Website: [www.cirtindia.com](http://www.cirtindia.com)

**CENTRAL INSTITUTE OF ROAD TRANSPORT**  
POST BOX NO. 1897, PUNE-NASIK ROAD,  
BHOSARI, PUNE – 411 026 (INDIA)

**TENDER NOTICE FOR HIRING SERVICES OF LABOUR CONTRACTOR FOR CIRT, PUNE**

1. Sealed tenders are hereby invited on behalf of the **Central Institute of Road Transport** hereinunder called as **CIRT**, Pune, Bhosari, Pune to hire manpower from a reputed/well established and professional Labour Contractor, having capability of providing following manpower and have a minimum of 05 years experience in the field :-

- i. Unskilled
- ii. Semi-skilled
- iii. Skilled

2. The Agency shall provide labours/manpower for general/shift duties in **CIRT**, Bhosari, Pune.

3. Prescribed tender form can be obtained from the Admin Section, **CIRT** from **21.11.2024 between 10.00 A.M. to 03.30 P.M.** on all working days on payment of Rs.400/- (Rupees Four Hundred only) plus GST in the form of a Demand Draft (non-refundable) payable to the Director, **CIRT**, Pune. The complete tender document is also available on the website <http://cirtindia.com> A non-refundable fee of Rs.400/- plus G.S.T. by Demand Draft shall be submitted at the time of submission of downloaded tender document.

4. The Tender document comprises of three parts, that is, (i) Technical bid (ii) Financial bid and (iii) Conditions governing terms for providing Labour services.

5. The tenderer shall send sealed Technical and Financial bids in separate envelopes super scribed 'Technical Bid'/'Financial bid' as the case may be. The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Committee. An undertaking to abide with the conditions governing the terms for providing labour services should be enclosed alongwith the technical bid.

6. Duly completed **Tender Form** along with **Earnest Money Deposit (EMD)** of Rs.20,000/- (Rupees Twenty Thousand only) through Demand Draft, in favour of the Director, **CIRT**, Pune payable at Pune should reach **CIRT**, Pune-Nasik Road, Bhosari, Pune-26 **on or before 02.30 p.m. of 12.12.2024.**

7. Tender bids which are not accompanied by Demand Draft will be summarily rejected. The EMD will be returned to unsuccessful bidders within 7 days of finalization of tender. The successful bidders will get refund of EMD on demand within 1 month of finalization of tender process.

8. The Agency will be required to provide a **Bank Guarantee** of Rs.1,00,000/- (Rupees One Lac) to **CIRT**, Pune upon award of contract through a nationalized bank in Pune, as a security deposit for Part-I and Rs. 50,000/- (Rupees Fifty Thousand Only) for Part-II.

9. The bidder agency must not have been blacklisted by any Court of Law or Government/Central/Autonomous Bodies etc. and in case of any such future event, the agency shall undertake to keep informed CIRT.

The Tenderer should quote in figures as well as **in words** for the rate tendered by them.

10. Issue of Tender form shall be stopped at **03.30 p.m. on 02.12.2024.**

11. Bidders can contest for both Part I and Part II of the tender or any single part. L-1 will be decided separately depending upon fulfillment of other conditions. In case of same rates quoted by bidders then administrative charges will be deciding factor in determining L-1.

12. At the first stage, the Technical Bids shall be opened in the presence of Tenderers, who may like to be present **on 12.12.2024 at 03.00 p.m.** The time and date of opening of Financial Bids shall be intimated later. Only successful Tenderers, on the basis of the Technical Bid after assessing the suitability, as deemed fit by the Technical Committee, shall be called at the time of opening of Financial Bid.

13. The Tender is not transferable under any circumstances.

14. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Tenderer.

15. Tender in any form, other than the prescribed form issued by the **CIRT**, Pune shall not be entertained and shall be summarily rejected. Tenderers are requested to please go through all instructions including N.B. on all tender documents & comply with it.

16. Tender with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money Deposit money submitted with the tender will be forfeited.

17. The **CIRT**, Pune reserves the right to accept or reject all or any part of the tender without assigning any reason thereof, and the decision of the **CIRT**, Pune in this respect shall be final.

Head-ASD  
CIRT,  
Pune-Nasik Road, Bhosari  
Pune-26

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9	Form 'C' – Financial Bid for CIRT, Pune for Part-I and or Part-II
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10 to 14	Conditions Governing Tender for Providing Labour Services for CIRT, Pune

## **INFORMATION ON TECHNICAL BID**

1. Sealed tenders are invited on behalf of **CIRT**, Pune for hiring manpower services in **CIRT**, Pune **for a period of one year**, and extendable further on mutually agreeable terms **subject to satisfactory performance**.
2. Tenders are to be submitted strictly in the enclosed format along with supporting documents. No column in the Tender should be left blank.
3. The Agency along with the tender form should produce the following up-to-date clearance certificates. If the tenderer fails to produce/submit attached copies of the below mentioned documents, his tender will be summarily rejected.
  - i. PF Registration Certificate/ EPFO Registration Certificate, Pune
  - ii. ESI Registration Certificate, Pune
  - iii. PAN issued by the Income Tax Department
  - iv. Service Tax as well as G S T Number and duly acknowledged copies of the Service Tax/GST Returns filed during the previous three financial years.
  - v. TAN (TDS Account Number)
  - vi. Registration under Shops & Establishments Act
  - vii. List of your reputed clients to whom such services are being provided for last five years.
  - viii. Licence under the Contract Labour (Regulation & Abolition) Act, 1970

Note: Attach documentary evidence for all the above certificate/documents.

4. The Agency shall also furnish details of any legal suit/legal action pending especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Service Tax/GST, Income Tax, etc. A certificate to the effect that no liabilities are pending with PF commissioner of the region/area where the agency has valid contracts, be submitted along with the tender.
5. The Tenderer shall furnish the details regarding the total number of works/services, each costing more than Rs. 25,00,000 (Rupees Twenty Five Lac only) per annum completed during the last five years, requiring supply of atleast 20 trained manpower. The Tenderer should be currently executing a minimum of two works/services of this magnitude in the Pune Region. Please attach necessary documentary evidence for the same i.e. copies of Annual Reports and Annual Accounts.
6. Forms 'A' & 'B' shall be duly filled and submitted by the Tenderer and these forms shall form a part of the Technical Bid. For Part I & Part II, separate forms are to be filled. Or for any one part, that Form 'A' & 'B' shall be filled.
7. The Committee assessing the technical capability of the Labour Contractor Agency may refer to its annual report and annual account of the preceding 3 years. Please attach necessary documentary evidence for the same copies of Annual report & Annual Accounts.
8. The bidder shall submit an undertaking on the letter-head of bidder to abide with all the Terms and conditions of tender for providing labour services.

**FORM -A (Part-I)**

(To be put in a separate sealed cover marked 'EARNEST MONEY') for CIRT, Pune

Details of Earnest Money: **Rs. 20,000/-** in favour of the Director, **CIRT**, payable at Pune

Name of Bank:

Bank Draft Number No.:

Dated:

Amount:

Dated:

Signature of the Contractor or  
his authorized signatory with  
seal

## **FORM – B for (Part-I)**

(To be put in a separate sealed cover marked 'TECHNICAL BID')

Questionnaire to be filled by the Company/Agency applying for tender for Contract for **CIRT**, Pune (each response/document must be given with proper reference in the following tender document).

1. Name of the Company/Agency (full address with Tel. No.)
2. Registration No. of the Company/ Agency under State/Central Govt.
3. Status of the Company/Agency (Ltd, Pvt. Ltd, Partnership or Proprietorship)  
Attach details thereof.
4. Bio-Data of key officials (Please attach extra sheets)
5. Details of any tie-ups (Please attach details)
6. Attach certificate from Labour Deptt. for engaging a minimum of 20 employees,  
As the proof.
7. ESI No.
8. EPF No.
9. GST No.:
10. PAN:
11. TAN:
12. Membership of any Professional Association
13. Income Tax return of the previous 3 financial years.
14. Annual Reports of preceding 3 years audited by the Chartered Accountant (Financial Status)
15. Document evidence regarding annual turnover of atleast Rs.20 Lakh in preceding Five financial years.
16. Provision of Group Insurance cover for employees. Submit proof.
17. Experience details in labour contract business for last 5 years. Please provide details.
18. Experience of working in the offices of the Government. Provide details thereof.
19. Copies of receipts for professional taxes paid for last 3 years.

20. Please provide current list of clients wherein 20 Personnel or more are provided and also provide details of client for whom you have engaged 50 to 100 staff at one location.
21. Please provide the details of Bankers
  - a) Name of the Bank/Branch/IFSC Code:
  - b) Address:
  - c) Account Number:
22. Please provide the details of Company's Office/office Equipments and facilities.

Signature of the Contractor  
or his Authorised signatory  
with seal of the Agency/Company

Note: If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by **CIRT**, Pune and no further correspondence will be entertained in matter.



**FORM – C (Part-I)**

**FINANCIAL BID FOR CIRT, PUNE**

(To be put in a separate sealed cover marked 'FINANCIAL BID')

1. Name of the Company/Agency (full address with Tel. No.):
2. Registration No. & certificate of the Company/Agency under State/Central Govt. Laws/regulations.
3. Rates quoted per Person per month :-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Unskilled</b>	<b>Semi-Skilled</b>	<b>Skilled</b>
1	Gross Salary			
2	Administrative Charges			
3	Grand Total			

N. B. –

1. In this form, item 1 & 2 are compulsory & non-filling of it will lead to rejection.
2. In case, tenderer quotes exorbitant low or high rates with reference to Minimum Wages Act, the tender is liable for rejection.
3. Please quote how much payment will be made to each category separately & it will be treated as part of Form-C.

Tenderers are requested to kindly quote accordingly.

Signature of the Contractor  
or his authorized signatory with  
Seal of the Agency/Company.  
Dated: .....

**FORM -A (Part-II)**

(To be put in a separate sealed cover marked 'EARNEST MONEY') for CIRT, Pune

Details of Earnest Money: **Rs. 10,000/-** in favour of the Director, **CIRT**, payable at Pune

Name of Bank:

Bank Draft Number No.:

Dated:

Amount:

Dated:

Signature of the Contractor or  
his authorized signatory with  
seal

## **FORM – B for (Part-II)**

(To be put in a separate sealed cover marked 'TECHNICAL BID')

Questionnaire to be filled by the Company/Agency applying for tender for Contract for **CIRT**, Pune (each response/document must be given with proper reference in the following tender document).

1. Name of the Company/Agency (full address with Tel. No.)
2. Registration No. of the Company/ Agency under State/Central Govt.
3. Status of the Company/Agency (Ltd, Pvt. Ltd, Partnership or Proprietorship)  
Attach details thereof.
4. Bio-Data of key officials (Please attach extra sheets)
5. Details of any tie-ups (Please attach details)
6. Attach certificate from Labour Deptt. for engaging a minimum of 20 employees,  
As the proof.
7. ESI No.
8. EPF No.
9. GST No.:
10. PAN:
11. TAN:
12. Membership of any Professional Association
13. Income Tax return of the previous 3 financial years.
14. Annual Reports of preceding 3 years audited by the Chartered Accountant (Financial Status)
15. Document evidence regarding annual turnover of atleast Rs.20 Lakh in preceding Five financial years.
16. Provision of Group Insurance cover for employees. Submit proof.
17. Experience details in labour contract business for last 5 years. Please provide details.
18. Experience of working in the offices of the Government. Provide details thereof.

19. Copies of receipts for professional taxes paid for last 3 years.
20. Please provide current list of clients wherein 20 Personnel or more are provided and also provide details of client for whom you have engaged 50 to 100 staff at one location.
21. Please provide the details of Bankers
  - a) Name of the Bank/Branch/IFSC Code:
  - b) Address:
  - c) Account Number:
22. Please provide the details of Company's Office/office Equipments and facilities.

Signature of the Contractor  
or his Authorised signatory  
with seal of the Agency/Company

Note: If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by **CIRT**, Pune and no further correspondence will be entertained in matter.

**FORM – C (Part-II)**

**FINANCIAL BID FOR CIRT, PUNE**

(To be put in a separate sealed cover marked 'FINANCIAL BID')

1. Name of the Company/Agency (full address with Tel. No.):
2. Registration No. & certificate of the Company/Agency under State/Central Govt. Laws/regulations.
3. Rates quoted per Person per month :-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Post Graduate Engineering (Civil, Mech./Auto)</b>	<b>Graduate Engineers (Mech./Auto)</b>	<b>Diploma Engineers (Mech./Auto)</b>
1	Proposed Gross Salary by CIRT	Rs. 25,500/-	Rs. 22,000/-	Rs. 20,000/-
2	Administrative Charges			
3	Grand Total			

N. B. –

4. In this form, item 1 & 2 are compulsory & non-filling of it will lead to rejection.
5. In case, tenderer quotes exorbitant low or high rates with reference to Minimum Wages Act, the tender is liable for rejection.
6. Please quote how much payment will be made to each category separately & it will be treated as part of Form-C.

Tenderers are requested to kindly quote accordingly.

Signature of the Contractor  
or his authorized signatory with  
Seal of the Agency/Company.  
Dated: .....

**CONDITIONS GOVERNING TENDER FOR PROVIDING MANPOWER SERVICES  
FOR CIRT, PUNE**

1. The tender documents so received will be scrutinised by authorized personnel from CIRT, Pune and the final acceptance of a tender will rest with the Director, **CIRT**, Pune. The Director, CIRT Shall not bind himself to accept the lowest tender, and reserves with himself the right to reject any or all of the tenders received, without assigning any reason. The decision taken by Director, **CIRT**, Pune in this regard shall be final and binding on all parties concerned. The Tenderers not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.
2. Canvassing of any kind in connection with tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable to rejection.
3. On acceptance of the tender, the name of the authorized representative(s) of the Agency, who will be responsible for taking instructions from the authorized personnel from CIRT, Pune shall be communicated immediately.
4. The attendance of the staff will be compulsorily by biometric system installed by the **CIRT**, Pune.
5. The Agency shall furnish all the relevant records and details, as and when asked for by the Admin. Section, **CIRT**, Pune and produce, to the satisfaction of the Admin. Section, **CIRT**, Pune, the relevant records of all payments made by it to its personnel.
6. The Agency shall provide the details of the staff proposed to be deployed viz., their name, age, father's/mother's name, residential address, contact numbers/mobile numbers, recent passport size photograph, signature. The agency shall issue valid identity cards to all of its staff, such that no staff remains unidentified and is in a position to avail the statutory benefits.
7. The Agency shall not sub-contract any or part of the 'Services' that it provides to the **CIRT**, Pune under the contract to another Agency/Contractor.
8. The Agency/Contractor shall pay regular wages to manpower employed by it directly, which shall not be less than the minimum wages, and DA etc., as notified by Pune Labour Administration from time to time by the seventh day of each month. Wherever possible, payment may be disbursed through bank.
9. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, Article 24 of the Constitution, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the modifications thereof or any other laws relating thereto or applicable thereof and the rules made there-under from time to

time. The agency shall not take recourse to any kind of deviance from labour laws and other statutory liabilities. It shall execute its work under the present contract with responsibility by following all the norms of the law.

10. The Agency shall keep the **CIRT**, Pune completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. The Agency shall keep the CIRT indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.

11. Any increase/s in the statutory minimum wages effected by the Government shall be brought to the notice of the **CIRT**, Pune by the Agency from time to time. The **CIRT**, Pune shall accordingly enhance the minimum wage rates along with the rate of ESI and PF contribution applicable thereon. However, the remaining charges including any other charge/profit/Service Charges, etc shall remain the same as on the date of the original agreement. The obligation of providing the gazette notification regarding enhancement of minimum wages shall lie with the agency.

12. If the contract is awarded to the Agency required to provide a Bank Guarantee of Rs. 1,00,000/- (Rupees One Lakh) to CIRT, Pune as security deposit.

13. The EMD will be returned back to unsuccessful bidders within 7 days of finalization of tender. The successful bidder will get refund of EMD on demand within 1 month of finalization of tender process after submission of Bank Guarantee as Security Deposit.

14. Any other payments, if any, payable by the Agency under the terms of this contract may be deducted from the wage bill of the Agency; if Agency fails to pay.

15. Tax at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant Act in force.

16. If the Agency fails to implement the assigned job or parts of the Standard Operating Procedures to the satisfaction of the authorized personnel from CIRT, Pune on any day in any part of the area assigned. The penalty for Rs. 100/- will be charged to Agency the subsequently repetition will lead to penalty of Rs. 100/- per day of the recurrence and continuation of the same act. The Agency shall provide replacement in case any employee of the Agency is proceeding on leave, and this will be at no additional expense to the **CIRT**, Pune.

17. The authorized signatory, on behalf of CIRT, shall satisfy himself with the services provided by the Agency and shall certify the same in an appropriate format, along with the monthly bill processed for payments. The authorized personnel from CIRT, Pune will also point out any dissatisfaction in the level of service provided by the Agency.

18. Bills shall be submitted every month, by the Agency to the authorized personnel from CIRT, Pune for verification on or before the 7<sup>th</sup> day of subsequent month, along with the record/certification to the effect that all the liabilities on account of compliance of the Labour Laws have been discharged.

19. Payment of the Agency's monthly bill shall be endeavoured to be made by the **CIRT**, Pune within 15 working days from the date of submission of the bill, subject to there being no dispute or discrepancy in the bill & availability of funds.
20. The Agency shall, at its own expense, comply with or cause to be complied with Model rules for labour welfare or rules framed by the Government from time to time for the protection of health of Agency workers engaged in the **CIRT**, Pune. In case the Agency fails to make arrangement as aforesaid, the Authorized Personnel from, CIRT, Pune shall be entitled to comply with the provisions and recover the cost thereof, from the Agency.
21. The Agency shall be solely responsible for all injuries and/or accidents to persons engaged by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death, major hospitalisation or any other contingency whilst performing the duty. Thus, the CIRT, Pune shall not be responsible to make any payment or to cover up damages suffered by any persons engaged by the Agency. CIRT shall not be responsible to pay any compensation under Payment of Workmen's Compensation Act.
22. The CIRT, Pune reserves the right to carry out pre-payment/audit and technical examination of the final bills including all supporting vouchers, abstract etc., The CIRT, Pune further reserves the right to enforce recovery of any over payment, when detected.
23. If, as a result of such audit and technical examination, any overpayment is detected, it shall be recovered by the CIRT, Pune from the bills, submitted by the Agency or from any sums due to the agency. If any under payment is discovered, the amount shall be duly paid to the Agency by the CIRT, Pune.
24. If any damage/theft is caused to the assets/property/office equipment by staff, engaged through the Agency shall bear the cost of repair or replacement as the case may be. The decision of the CIRT, Pune in this regard shall be final and binding on the Agency.
25. If, at any time after the acceptance of the tender, the CIRT, Pune decides to abandon or reduce or increase the number of manpower, for whatsoever reasons, the authorized personnel from CIRT, Pune shall give a notice in writing to that effect to the Agency. The Agency shall have no claim to any payment or compensation or otherwise whatsoever, on reduction, in the required manpower.
26. The Agency shall, as and when asked for, by the authorized personnel from CIRT, Pune furnish books of account, wage books, muster rolls, PF returns, Form 3A/6A, 12A and other relevant documents.
27. The payments would be made through monthly bills subject to the satisfactory functioning of the Agency. A certificate to this effect would be required to be obtained from Admin. Section, CIRT, Pune and appended with the bills.
28. The Agency shall not, at any time, cause or permit any nuisance in the CIRT, Pune or do anything which shall cause unnecessary disturbance or inconvenience to the CIRT, Pune. If any labour deputed by the Agency is found creating any nuisance, then the Agency shall be required to terminate his/her services (after payment of dues and arrears), on the specific recommendations of the authorized personnel from CIRT, Pune in writing, explaining the reasons to initiate such an action. The decision of the CIRT, Pune in this respect shall be



final.

29. The Agency shall engage only such persons as are skilled and experienced in the particular duties and submit the list of workers so engaged as well as their Supervisor/Incharge. The Director, CIRT, Pune shall be at liberty to object to and require the Agency to remove from the CIRT, Pune any person engaged by the Agency who in the opinion of the authorized personnel from CIRT, Pune for misconducts or is being incompetent or negligent in the proper performance of his duties and such person shall not be engaged again in the CIRT, Pune. The decision of the CIRT, Pune in this respect shall be final and binding on the Agency.

30. All instructions, notices and communications etc., under the contract shall be issued in writing and sent by the Registered Post to the last place of business of the Agency and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Agency.

31. The Agency shall be solely responsible for the staff deployed by it in all matters relating to their claims etc. It shall indemnify the CIRT, Pune against any payments to be made under various Labour Laws and for their observance. The Agency must give pay slips to all contract persons.

32. The Agency shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules, as required during the period of contract, in connection with carrying out obligations under this contract.

33. In the event of any loss due to theft or otherwise, on account of negligence of the Agency's employees, the Agency shall make good the loss, either by the replacement of the lost item(s) and/or material by adequate payments, so that the lost item(s) and/or material can be replaced. The decision of the CIRT, Pune in this regard shall be final and binding on the Agency.

34. The Agency shall comply with all instructions issued by the authorized personnel from CIRT, Pune from time to time. Non-compliance of these instructions will entail penalty, to be decided by the CIRT, Pune which shall be final and binding on the agency.

35. The CIRT, Pune will provide a suitable office space to the Agency during the period of contract in the CIRT, Pune, subject to availability and necessity.

36. The Agency must be a registered Agency and must have license under Contract Labour (Regulation and Abolition) Act, 1970, a copy of which shall be attached with the Technical Bid.

37. The personnel on duty shall be well behaved, polite and courteous.

38. In case it is felt by the authorized personnel from CIRT, Pune that any person engage or supervisor of the Agency is not suitable for carrying out the job or for supervision or entangled in any police/legal hassle, or found drinking liquor at work site or in possession of objectionable material or doubtful person/out of bounds person/acquaintance etc the Agency shall immediately replace the staff/supervisor concerned.

39 Extension of contract : If the Agency is desirous of an extension of contract beyond the present term, under the present agreement, then, the Agency should apply in writing, atleast 90 days before the expiry of the contract; for an extension for a further period, which may be considered on the existing rates and conditions. CIRT reserves its right for such consideration.

40. Determination of contract:

(a) In the event the Agency commits breach of any of the terms and conditions, herein contained and/or required to be observed by it, the authorized personnel from CIRT, Pune shall be at liberty to terminate this contract by giving 30 days notice and without assigning any reasons. Moreover, apart from it the Head ASD, CIRT, shall be entitled to forfeit amount of the security deposit or any part thereof.

(b) In the event the Agency commits any serious breach of any of the terms and conditions, herein contained and/or required to be observed by it, and when the security of the CIRT, Pune is under threat/endangered, then the authorized personnel from CIRT, Pune shall be at liberty to terminate this contract by giving 48 hours notice and without assigning any reasons. Moreover apart from it, the authorized personnel from CIRT, Pune shall be entitled to forfeit amount of the security deposit or any part thereof.

41. The work of the Agency shall be reviewed by the authorized personnel from CIRT, Pune every quarter, wherein a senior executive of the Agency is required to be present.

42. In the event of any dispute on the functioning of the contract, the same shall be referred to the CIRT, Pune. In such an eventuality, the decision of the CIRT, Pune shall be final.

43. The Agency shall be fully responsible and settle all issues/claims viz retrenchment benefits, PF, Gratuity, Livery, Leaves, E.S.I. etc., during the period of the pendency of this contract, to its workers as per law, and acknowledgement submitted to the authorized personnel from CIRT, Pune. On expiry of the contract the security deposit shall be refunded only after fulfillment of these obligations.

44. Any claims arising under Workmens Compensation Act, the Agency will be responsible to pay and settle it. CIRT will not be responsible to pay any compensation, claim to the employee of agency.

45. The Agency shall pay, and continue to fulfill, during the currency of contract all statutory requirements applicable, as per rules and law, regarding payment of gratuity/retrenchment benefits etc. It shall keep the CIRT, Pune indemnified against such claims and any claims that may arise in future.

46. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to engaged personnel by Agency and payment of the benefits to them. The Agency shall depute its representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The CIRT, Pune shall not be responsible and shall not bear any cost of such litigation.

47. The Agency further agrees to absolve the CIRT, Pune from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Agency. It is clearly understood that should the CIRT, Pune be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the CIRT, Pune whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the CIRT, Pune for any default of the contractor or its engaged personnel in CIRT committed during the operation of this Agreement, the Agency shall pay the CIRT, Pune such amount on demand without protest.

48. That no right, much less a legal right shall vest in the Agency's engaged personnel in CIRT to claim/have employment or otherwise seek absorption in the CIRT, Pune nor the Agency's workers/employees, shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the CIRT, Pune. The engaged personnel in CIRT will remain employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing or work at the CIRT, Pune. Such a stipulation shall also be mentioned in the appointment letter or any similar document which may be issued to workers/employee of the Agency by the Agency.

49. In case of dispute between both the parties, same will be referred to the Sole Arbitrator for the arbitration proceedings as per Arbitration & Conciliation Act, 1996 as amended by Arbitration & Conciliation (Amendment) Act, 2015. The Arbitrator will be appointed by CIRT. The venue of the arbitration proceedings will be at Pune and the cost of the arbitration proceedings will be borne by both the parties in the ratio of 50:50. The language of the arbitration proceedings will be in English.

50. In case of administrative dispute between parties, the civil court, Pune will have the jurisdiction.

51. Bidders may contest for Part-I and Part-II or any part as single. However, all the conditions mentioned in the respective part shall have been complied with.

**Miscellaneous:**

1. The Agency shall provide manpower to the CIRT, Pune, as per CIRT's requirement.
2. The evaluation of the tender document will be based on both technical and financial bids.

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