



**TENDER DOCUMENT  
FOR**

**MANPOWER SERVICE  
CONTRACT**

**MAHARSHTRA STATE MINING CORPORATION LTD.  
(MAHARASHTRA GOVERNMENT UNDERTAKING)**

**KHANIKARM BHAVAN,  
PLOT NO.7, AJNI CHOWK,  
WARDHA ROAD, NAGPUR – 440015**

**Fax: 0712 2253203, Phone No.2253204, 2253206**

**E-mail: [info@MSMC.gov.in](mailto:info@MSMC.gov.in)**

**Website: [www.MSMC.gov.in](http://www.MSMC.gov.in)**

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**Maharashtra State Mining Corporation Ltd.**  
(Maharashtra Government Undertaking)

**TENDER NOTICE FOR PROVIDING  
MANPOWER SERVICES**

Maharashtra State Mining Corporation Ltd. ,Khanikarm Bhavan, Plot No.7, Ajni chowk, Wardha Road , Nagpur – 440015 invites sealed tenders under two bid systems from eligible firms/companies for providing Manpower services for its office located at the above mentioned address. Tender Document can be collected from MSMC office on payment of Rs.1000/- in case the same is Downloaded from our Website than a Draft of Rs.1000/- toward Tender fees in favour of MSMC ltd. must be submitted along with technical bid.

The Sealed bidding document (duly filled and signed Technical Bid and Financial Bid along with EMD ) addressed to the Managing Director must be submitted at the above mentioned address on or before Date 08/09/2017 Up to 15.00hrs. Tender received after stipulated time and date shall be rejected summarily

Cost of Tender Document	: Rs. 1000/-
Earnest Money Deposit	: Rs. 10,000/- only DD in favour of “MSMC Ltd.” payable at Nagpur.
Issuance of Tender Document	: From 21/08/2016
Last Date for submission of Tender	: 08/09/2017 15.00 hrs.
Date and time of opening of Technical Bid	: 11/09/2017 15.00 hrs.

The tender document may also be downloaded from our web site [www.msmc.gov.in](http://www.msmc.gov.in) The MSMC reserves the right to accept / reject any of the Tender(s) without assigning any reason whatsoever and shall be final and binding:

--Sd-  
MANAGING DIRECTOR

**Maharashtra State Mining Corporation Ltd.**  
Nagpur - 440015

Sr.No	FAQ	Answer
1	Cost of Tender Document	NIL
2	EMD	Rs.10000.00; Demand Draft should be submitted in favour of MSMC
3	Performance Security Deposit	5% of yearly contract amount by Demand Draft should be submitted in favour of MSMC of Nagpur Standards, payable at Nagpur. <b>(Applicable for successful bidder only)</b>
4	Address and place of Submission of Tender	Maharashtra State Mining Corporation Ltd. Plot No.7, Ajni Chowk, Wardha Road, Nagpur - 440015
5	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person
6	Last date and time of submission	8/9/2017
7	Date of opening Technical Bid	11/9/2017
8	Date of opening Financial Bids for technically qualified bidder	To be notified later
9	Venue of opening tender	MSMC Head Office (at the above mentioned address)
10	All the bid documents from section-III to X need to be duly signed and sealed. However, the Financial Bid (Section-VIII) will be opened later on.	if signature & stamp in any of the section III to X found missing, the tenderer shall communicate on the same, on the day of opening for acceptance.
11	Duration of contract	One year from the date of awarding of contract, which is further extendable for a period of two years with same rates and terms & condition; subject to satisfactory performance each year.
12	Validity of Tender	120 days from the date of opening of tender
13	Total Number of pages of Tender Document	17 pages

## TECHNICAL BID SUBMISSION FORM

Dated.....

### Letter of Bid (To be printed preferably on Bidder's letterhead)

To  
Managing Director  
Maharashtra State Mining Corporation Ltd.  
Plot No.7, Ajni Chowk, Wardha Road,  
Nagpur - 440015

**Ref: Invitation for Bid in respect of Tender Notice dated..... 2017**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "Manpower engagement Service Contract" for the Maharashtra State Mining Corporation Ltd. Plot No.7, Ajni Square, Wardha Road, Nagpur – 440015.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security of 5% in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the MSMC is not bound to accept highest ranked bid / lowest bid or any other bid that the MSMC may receive.

Yours sincerely,

Authorised Signatory  
(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

Date:

Place:

Stamp:

**CONTACT DETAILS FORM**  
General Details of Bidder

1. Name of the Company .....
2. Name and Designation of Authorized Signatory .....
3. Communication Address .....  
.....
4. Phone No. / Mobile No. ....
5. Fax .....
6. E-Mail ID. ....
7. G.S.T. REGN. NO. ....
8. PAN NO. ....

**Particular Details of the Bidders Representative:**

1. Name of the Contact Person .....
2. Designation .....
3. Phone No. ....
4. Mobile No. ....
5. E-Mail ID. ....

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension, if any and it is certified that the rates quoted are the lowest rates as quoted in any other institution of India.
3. I/We give the rights to the Bureau to forfeit the Earnest Money/Performance Security Deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the housekeeping services as per the provisions in the tender document/contract agreement.

Signature of the Authorised Signatory

Date:

Place:

Designation:  
(Office seal of the Bidder)

## GENERAL CONDITIONS

1. For the Bidding / Tender Document Purposes, Maharashtra State Mining Corporation Ltd., Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440015 shall be referred to as 'MSMC' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.

2. The sealed bidding documents should be dropped in the Tender Box at MSMC NAGPUR office on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Manpower Contract Service". This third envelope should be sealed and delivered to the Managing Director, Maharashtra State Mining Corporation Ltd. Nagpur - 440015.

3. **The tender document may be downloaded from our web site [www.msmc.gov.in](http://www.msmc.gov.in)**

4. While all efforts have been taken to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

5. Each page of the Tender documents must be stamped and signed by the person or authorized persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the MSMC. **NO PAGE**

### **SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**

6. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

7. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

8. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Maharashtra State Mining Corporation Ltd. Nagpur Office, Nagpur.

9. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post the Maharashtra State Mining Corporation Ltd. Nagpur Office, Nagpur. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

(Signature)

(Stamp)

10. No request for transfer of any previous deposit of earnest money or Performance Security Deposit or adjustment against any pending bill held by the MSMC in respect of any previous work will be entertained.

11. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or back out after quoting the rates, the EMD will be forfeited.

12. Validity of the Bids: The quoted bids shall have the validity for a period of 120 days from the date of opening of the tenders.

13. Opening of Tender: The tenderer either himself or may authorize any person to be present at the time of opening of the tender. The person attending the opening of the tender on behalf of the tenderer should bring with him a letter of authorization as proof.

14. Right of Acceptance: The MSMC reserves all rights to reject any or all tenders without assigning any reason.

15. Communication of Acceptance – Successful bidder shall give acceptance within 10 days from the date of receipt of the work order, failing which, the work order issued stands cancelled and the EMD will be forfeited. Further, the successful bidder shall pay an amount of 5% yearly contract amount towards Performance Security which will be adjusted from the EMD.

16. Disclaimer: The near relatives of employees of the MSMC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their Spouse.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

17. Corrigendum/Amendment to the tender will be effected if required.

18. The tenderer shall bear all cost associated with preparation and submission of tender form.

19. The bidder shall submit the tender form legibly in English and attach copies wherever required.

20. Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

21. The Technical Bid will be opened on in the said date and time at our office. If the said day happens to be a closed day due to untoward incident, the Technical Bid will be opened, the next working day.

22. The agencies who qualifies the Technical bid shall be called for next meeting for opening of Financial Bid for which the date, time and venue will be intimated to the qualified agencies separately.

23. The bidder or the authorized person of the bidder are allowed to take part in the financial and technical bid opening meeting and they are required to sign the attendance.

24. Absence of bidder or representative shall not impair legality of the opening tender procedure.

25. After opening of Technical bid and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that, the bidders meets the eligibility criteria as specified in the tender document.

26. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the MSMC may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the MSMC shall not be considered. The MSMC request for clarification and the response shall be in writing.

27. If a bidder does not provide clarifications of its bid by the date and time set by the MSMC, their bid may be rejected.

28. The successful bidder shall enter in to contract and the authorized signatory shall execute and sign the contract agreement in accordance with the article agreement and general conditions and provisions contained in the tender document before commencement of service.

29. Financial bid will be opened for the qualified technical bidders.

Date:

Place:

**(Name and Signature of Tenderer  
with stamp of the firm)**

**MINIMUM ELIGIBILITY CRITERIA**

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**
2. Bid Security (EMD): EMD for Rs. 10000/- is to be submitted along with the tender document only in the form of Demand Draft drawn in favour of “Maharashtra State Mining Corporation Ltd.” Payable at Nagpur.
3. The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation. Attested copies of relevant document in this regard should be attached in the tender document.
4. The agency should have minimum three years of experience in providing Manpower services consecutively in the Government departments / Public sectors (Central or State) / Private limited company at the time of submitting the tender. Attested copy of relevant document in this regard should also be attached in the tender document
5. **Income Tax Return of the company/firm /proprietor for the last three years** should be enclosed.
6. **Service Tax Return of the Company/firm for the last three years** should be enclosed.
7. **EPF (monthly return) for the month of May & June 2017**, may be attached.

Date:

Place:

**(Name and Signature of Tenderer  
with stamp of the firm)**

**TECHNICAL BID DOCUMENT**

**Mandatory details to be provided with seal & signature else tender will be rejected summarily.**

<b>Sr.No</b>	<b>Particulars</b>	
<b>1</b>	Name of the Tenderer/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm)	Copies shall be enclosed
<b>2</b>	EPF Registration No. Document of Monthly Return submitted for the last two months (May & June 2017)	Copies shall be enclosed
<b>3</b>	ESI Registration No., if applicable	Copies shall be enclosed
<b>4</b>	Present Employers certificate	Copies shall be enclosed
<b>5</b>	Experience certificate from existing employer/past employer Experience certificate should be enclosed for Three years.	Copies shall be enclosed
<b>6</b>	Income Tax Return for the Past three years (2014-15, 2015-16 & 2016-17)	Copies shall be enclosed
<b>7</b>	Service Tax Return for the past three years (2014-15, 2015-16 & 2016-17)	Copies shall be enclosed
<b>8</b>	DD for Rs.10000/- in favour of "MSMC Ltd. payable at Nagpur.	No.....dt... ...
<b>9</b>	All the bid documents from section-III to X need to be duly signed with seal. However, the Financial Bid (Section-VIII) will be opened later on.	if signature & stamp in any of the section III to X found missing, the tenderer shall communicate on the same for acceptance.

**Date :**

**Place :**

**(Name and Signature of Tenderer with stamp of the firm)**

**FINANCIAL BID DOCUMENT**  
**(to be submitted separately in sealed envelope)**

The agency willing to provide the manpower service shall give only the service charge (administrative expenses) for one manpower for a month as follows and they should not quote Basic Pay , EPF, ESI etc, which will be at part with the Government of Maharashtra notifications from time to time.

Sr. No.	Particulars	To be filled and NOT to be left blank
1	<p>Bid Value (Administrative Expenses) should be quoted as % of Basic Pay chargeable for all post.</p> <p>Bid Value should not include Service Tax which shall be raised in Invoice every month in accordance with Government Notifications from time to time.</p> <p>Note: only one bid value should be quoted and it should not be bifurcated in any manner</p>	Admin Expenses (as % of Basic Pay)

**Note: Mandatory requirement such as Basic Pay, EPF, ESI etc. at par with Government Notifications shall be paid to the contractor along with the “Administrative Expenses”. However, the administrative expenses will be proportionate to the number of manpower deployed and the quoted “Administrative Expenses” shall not be revised at any cost during the contract period.**

**Date :**

**Place:**

**(Name and Signature of Tenderer  
with stamp of the firm)**

**QUALIFICATION AND NATURE OF WORK TO BE CARRIED OUT BY  
MANPOWER TO BE ENGAGED ON CONTRACT BASIS AT BIS, NAGPUR OFFICE**

Sr.No.	Post	Educational Qualification	Age	Experience
1	Receptionist – Cum – Telephone Operator	(i)should process a degree in Arts/Commerce or science in IInd division from any recognized University. 2).Should have knowledge of operation of PBX and should be soft spoken polite & courteous. 3).should talk fluently Marathi, English & Hindi. 4).Candidates having knowledge of computer will be given preference.	33 Years	Should have worked for minimum of three years as a Receptionist – Cum – Telephone Operator in any reputed concern
2	Clerk Cum Computer Operator	1). Have passed S.S.C Examination preferably in IInd Division. 2).Should pass a Government Commercial Certificate issued by the Education Department PF Government for possessing a speed of 40 w.p.m in English Typewriting and 30 w.p.m in Marathi Typewriting.	33 Years	Should have 3 years Experience in the relevant field.
3	Surveyor	1).Should have passed S.S.C Examination. 2). Should have passed ITI Examination in Surveyor. 3).Candidate having knowledge of computer will be Given Preference	33 Years	Should have Minimum 3 Year's Experience in Surveying field .
4	Mine Manager Class II	1).Should have Essential Degree /Deploma in Mining Engineering & valid 2 <sup>nd</sup> class Mine Manager Competency Certificate under metalliferous Mine Regulation 1961	Above 30 years	Should have Minimum 3 Years Experience in Mine Manager Class - 2
5	Mine Mate	Should have passed Mine mate certificate of Competency under 1961 by the Director General of Mines Safety, Dhanbad	UP to 33 years	Experience of working in a opencast mechanized/Semi – mechanized Mine either as a skilled employees or in a supervisory capacity will be preferred.
6	Peon	Should have Passed S.S.C Examination.	UP to 33 years	Nil

<b>7</b>	Superintendent	Graduate degree in any faculty & MBA	UP to 35 years	Candidate having experience minimum 1 Years and Above.
<b>8</b>	Heavy Earthe Machinery Operator (HEMM)	Should have matriculate Heavy vehicle driving License	UP to 40 Years	Candidate having experience in Operation Heavy Machineries.
<b>9</b>	Administrative Officer	Post Graduate degree in any Faculty	UP to 60 Years	Should have worked in the capacity Additional Collector / Dy. Collector or equivalent post in State Govt./Central Govt.&PSU's
<b>10</b>	IT Experet / programmer	Graduate degree in any faculty & having knowledge of computer Hardware, Software, Networking	Above 22 Years	Candidate having experience minimum 2 Years. And Above .
<b>12</b>	Mine Foreman	Should have essential qualification- Deploma in Mining Engineering and Valid Foreman Competency Certificate under MMR 1961	Above 25 Years	Having Minimum 3 years capacity of Mine Supervisor
<b>13</b>	Geologist	Graduate degree in Msc. Geology	Above 30 Years	Having Minimum 3 Years of Experience in Mapping, Sampling ,Exploration, Reserve Estimate Mine Plan
<b>14</b>	Asst.Manager (Personal & Adminstrative)	Graduate degree in any faculty & post graduate in MBA.	Above 25 years	Having minimum 2 years of Experience in the relevant field.

**GENERAL TERMS AND CONDITION****FOR PROVIDING JR. STENO, LDC AND HELPER ON CONTRACT BASIS**

- 1. All personnel provided for the Manpower engagement service shall be governed by Govt. of India Minimum Wages Act/Govt. of Maharashtra Minimum Wages Act whichever is beneficial to the employee, EPF and ESI and all statutory recovery & remittance shall be taken care by the Contactor.**
2. All the personnel to be provided for Manpower engagement services are bound to work all the days except Government holidays and Sundays. The working hours are 10.00 hrs to 17.45 hrs with lunch break of 13:00 hrs to 13:30 hrs. There shall be no overtime and for absents from duties, necessary deductions shall be made from the monthly bills.
3. The contractor shall liable to pay, the monthly wages on or before 07th of succeeding month to his deployed Manpower engagement services personnel in accordance to applicable minimum wages Act.
4. The contractor shall strictly observe and adhere the following from their deployed Manpower engagement services personnel:
  - Are punctual and arrive at least 30 minutes before start of their duty time.
  - Perform their duties with honesty and sincerity.
  - Extend respect to all Officers and Staff of the office of the MSMC.
  - Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
  - Will not gossip or chit chat while on duty.
  - Will never sleep while on duty post.
  - Will not read newspaper or magazine while on duty.
  - Will immediately report to the Section Officer any untoward incident/ misconduct or misbehavior.
  - Do not entertain visitors.
  - Shall not smoke in the office premises.
  - Doing nothing which is unbecoming of worker.
5. It is the sole responsibility of the deployed Manpower engagement services personnel to execute the assigned work perfectly and neatly. If any damages are caused to MSMC assets while discharging the duty, suitable amount will be deducted from the contractor's monthly payment.
6. The contractor shall follow the instruction of MSMC from time to time in discharging the duty everyday.
7. The MSMC shall have the rights to remove any deployed Manpower engagement services personnel from the duty who is considered to be undesirable and for the same suitable replacement shall be made immediately.
8. The contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower engagement services work in accordance to the schedule of work.

9. The contractor shall issue photo-identity cards to his personnel deployed in the building for performing duty, which will be signed by him and displayed by them on their person while they are in the premises of MSMC.

10. All necessary reports and other information shall be supplied immediately by the contractor as and when required by the MSMC and at regular meeting will be held with MSMC.

11. The contractor shall not employ any person of age below 20 years and above the age of 60 years and they should be sound in health in carrying out the duty and should not have infected diseases.

12. The contractor shall not subcontract the assigned work to any other agencies.

13. The MSMC shall comply with and fulfill the recommendations (if any), if deemed necessary by the MSMC, made in writing by the Contractor in connection with the performance of the services. The MSMC shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the assigned services as soon as possible after the MSMC becomes aware of them.

14. If required amendment to the contract shall be effected from time to time in accordance to Government notifications or otherwise.

15. The contractor shall raise the invoice/Bill before 07th of the succeeding month for the payment. TDS/Service Tax etc. are to be deducted at source from the monthly claim/bill of the contractor, as admissible under the rules.

16. All the payments to the contractor by the MSMC shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India guidelines from time to time.

17. Terms of payment of wages etc. once decided at the time of the award of the contract and included in the agreement shall not be subject to revision except that payment on account of enhancement/escalation charges on account of revision of wages by appropriate Govt. from time to time shall be payable by MSMC to the contractor.

18. Administrative Service charge (Bid Value) claimed for providing Manpower engagement services contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

19. On expiry of the contract, such portion of the said Performance Security Deposit may be considered by the MSMC sufficient to recover any incorrect or excess payments made on the bills to the firm, shall be retained until the final bill is settled.

20. In case of any accident caused to the Manpower engagement services personnel during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard.

21. The contract shall be for a period of one year from the date of awarding of contract service and the same shall be extended for further period of two years with same rates and Terms & Conditions subject to mutual consent between the MSMC and Contractor and satisfactory performance by the contractor each year.

22. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed at the rate of 10% of the contract value per month.

23. The contract may be terminated by either parties by giving Two month notice in writing.

24. The contract may be terminated by the MSMC by giving notice in writing to the Contractor, if in case of serious negligence or serious breach of any of the terms and conditions of the contract by the contractor, and the MSMC is of the opinion that any further continuance of the contract is not in the interest of the MSMC, then the MSMC shall have the right to terminate the contract without assigning any reason thereof, or without giving any notice, and any amount payable by the MSMC as well as the performance security is liable to be forfeited.

25. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the MSMC in accordance with the provisions of the Arbitration and Reconciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Nagpur and the decision of the arbitrator shall be final and binding on both parties.

26. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the competent courts in Nagpur.

27. Indemnification: That the contractor shall keep the MSMC indemnified against all claims whatsoever in respect of the manpower deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever it will be the primary responsibility of the contractor will be to contest the same. In case MSMC is made party and supposed to contest the case the MSMC will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to MSMC on demand. Further, the contractor shall ensure that no financial or any other liability comes on MSMC in this respect of any nature whatsoever and shall keep MSMC indemnified in this respect. The contractor shall further keep the MSMC indemnified against any loss to the MSMC property and assets. The MSMC shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract

Date:

Place:

**(Name and Signature of Tenderer  
with stamp of the firm)**