



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE: KOCHI

NOTICE INVITING E- TENDER

Bid Notification No. CWC/RO Kochi/C-Mobile Towers/2018-19/01 Dated 21.09.2018

E-Tender for installation of Mobile/Telecom Tower at CWC Kochi
Multistoried building

Regional Manager, CWC, RO, Kochi invites tenders through E-tendering process under two bid system from reputed Telecommunication companies or other agencies authorized by the Telecommunication companies for installation and operation of mobile/Telecom tower at Regional Office Kochi for a period of **Five** years.

The Bid documents are to be downloaded, filed up and submitted through e-tendering system of Corporation at the website www.tenderwizard.com/CWC. If any Bidder wishes to participate in the Corporation tenders, Bidder has to register the firm once with annual registration fee in our website www.tenderwizard.com/CWC for online e-Tendering in consultation with our service provider M/s. KEONICS. The tender will also be available at www.cewacor.nic.in.

Scope of work	Installation of Mobile/Telecom Tower in Terrace at CWC Kochi Multistoried building	
Location	CWC Kochi Multistoried building, Maveli Road, Gandhi Nagar, Kadavanthara, Kochi	
Total Area	64 Sq. Mtrs.	
Tender type	open	
Schedule of E-Tender	Document downloading date & time	21.09.2018 from 11.00 hrs to 06.10.2018 upto 13.00 hours
	Last date and time of online payment of EMD and Tender fee	Upto 14.30 hrs of 06.10.2018
	Last date and time of online bid Submission	Submission upto 15.00 hrs. on 06.10.2018
	Date and time of online technical bid opening	Opening at 15.30 hours on 06.10.2018
	Date and time of online Price bid opening	Will be intimated later

Reserve Price (Rs.)	EMD	Security Deposit	Cost of Tender Document (Rs.)	Processing fees:
Rs. 16,51,200 (For five years for an area of 64 Sq. Mtrs)	1% of the estimated contract value Rs. 16,600/-	CWC shall ask for 2 months' rentals as amount of SD.	1000 +18% GST	Rs.590/-- Inclusive of GST to M/s. Keonics

GENERAL TERMS FOR INSTALLATION OF MOBILE/TELECOM TOWERS

- a) MSME registered service providers are exempted from payment of tender cost and EMD subject to submission of copy of MSME registration certificate obtained for the specific work.
- b) State/Central Govt. organizations participating directly in the tender are exempted from payment of Tender cost and EMD. However successful bidder shall pay the required security deposit as per the NIT.

GENERAL TERMS FOR INSTALLATION OF MOBILE/TELECOM TOWERS

1. Only the reputed Mobile/Telecommunication companies or other agencies authorized by them will be eligible for submission of tender.
2. The Tenderer must have installed at least 1 mobile/Telecom tower in the city where it is proposed to install the mobile/Telecom tower.
3. The Tenderer must have a minimum experience of three years in the field of installation of mobile/Telecom tower in India.
4. The Tenderer must submit the satisfactory proof/ documents in support of their claim of fulfilling item no. 1 to 3 above.
5. The CWC reserve the right to accept or reject any application/ quotation. Authority for acceptance or otherwise of the application/ quotation will rest with the Regional Manager, CWC Regional Office, Kochi which does not bind itself to accept any application/ quotation and not to assign any reason for rejecting the same.
6. MSME Policy may be followed as per Govt. notification dated 23.03.2012.
7. Any one or more of the following actions/omission are likely to cause for rejection of Tender.
 - i) Any tender received late after the scheduled time.
 - ii) Tenders not accompanied by required earnest money or received with shorter validity period and insufficient EMD.
 - iii) Tenders not purchased from CWC or not accompanied by cost of tender document in case tender document is downloaded from CWC's website.
 - iv) Copy of authorization letter (if applicable)
 - v) Any Tender in which rates have not been quoted in accordance with specified formats/details as specified in NIT.
 - vi) Any Tender received, not signed by duly authorized signatory at all appropriate places.
 - vii) Any effort by a Tenderer to influence CWC in the Tenders evaluation, Tender comparison or award of contract/decision may also result in rejection of the Tender.
 - viii) Tenders without an undertaking mentioned in form A.
8. CWC will not accept tender wherein conditional offer has been given by the Tenderer. Such offers will out rightly be rejected.
9. Offers will have to be submitted along with EMD through online. Tender without or with less earnest money will be summarily rejected. After finalization of the tender, the earnest money of unsuccessful Tenderer will be returned. The earnest money of successful Tenderer will be retained as Security Deposit and the same will be forfeited in case of the successful Tenderer failing to honor the offer made by the CWC as per quotation submitted by him.
10. Cost of Tender of Rs. 1000 plus 18% GST and EMD Rs. 16,600/- can be paid online through Credit/Debit Cards or NEFT/RTGS or NET banking or Direct Debit as per the RM, CWC, RO Bank Account details and proof of payment to be uploaded.

11. Tender document Form can be downloaded from date 21.09.2018 time 11.00 hours onwards from our website cewacor.nic.in or www.tenderwizard.com/cwc. Downloaded Form should be submitted through online. The cost of the tender document of Rs. 1000/- plus GST should be paid online through Credit/Debit cards or NEFT/RTGS or NET banking or Direct Debit in favour of RM, CWC, RO, Kochi towards cost of tender form and proof of EMD and tender cost may be submitted along with tender document.
12. The Tenderer submitting tenders will be required to quote in the tender form the amount of annual license fee for each mobile/Telecom tower which they will be required to pay to the CWC. The highest Tenderer will be awarded this contract. H1 Tenderer will be decided as per the rate quoted by the bidder as rate (in Rs.) per unit area (Sq. Mtr) instead of amount of licence fee quoted as bid.
13. The Tenderer will also be required to pay electricity charges due from time to time besides annual license fees quoted by Tenderer.
14. CWC will not be a party if there is any dispute legal or otherwise between the contractor/Tenderer and customers.
15. Correction in the Tender papers, if any, should be authenticated with full signatures of the tender signing authority.
16. The person signing the tender papers, in case of a firm or company should clearly specify his status in the firm or company, like (i) Sole Proprietor, (ii) Partner, (iii) Under power of attorney as Director, Manager and/or Secretary, as the case may be. Copies of documents authorizing the signatory on behalf of the firm/company should be attached with the tender documents.
17. In case of receipt of more than one Tender by same person in different name for one site, then all the Tenders of that Party will be rejected summarily and Earnest Money will be forfeited.
18. Tenders shall remain valid for three months from the date of Tender opening.
19. The Licensee will operate the allotted location by self. No subletting is permitted except for sharing/up gradation of the telecom tower with other service/network providers, if found so, the allotment of location will be cancelled immediately. This invitation to tender for inviting tenders for license only and can under no circumstances be construed as invitation to tender for grant of lease.
20. Maintenance and regular functioning of the Mobile/Telecom Tower for all the 24 hours should be ensured by the successful Tenderer, the CWC will not undertake any responsibility in this account.
21. The contract period is for **Five years** and the annual license fees will escalate @ 08% every year.
22. The last date for submission of tender form is 06.10.2018 up to 1500 hrs.
23. The technical Tender i.e. Form 'A' will be opened on 06.10.2018 at 15.30 hrs. The date of opening of financial Tender i.e. Form 'B' will be intimated to the eligible Tenderer in due course of time.
24. A separate application should be made for each location of Mobile/Telecom Tower.

25. The offers should be accompanied with the following.
 - a) Address of the Tenderer.
 - b) Past experience (if any)
 - c) Copy of Partnership deed and incorporation deed in India (In case of partnership firm)
 - d) Copy of memorandum and Articles of Association (In case of Company.
 - e) Approval to appropriate Govt. authority to install mobile/Telecom tower.
 - f) Authorization letter of concerned telecommunication company on whose behalf the mobile/Telecom tower is being installed (if applicable).
26. Gross financial turnover of the bidder from this business during the last three financial years should be at least 10 times of estimated contract value.
27. Insurance Policy so obtained by the Tenderer would be endorsed in favour of CWC.
28. Cost of Tender document to be decided by RM within the frame of work of policy.
29. The selected agency should install the Mobile Tower in such a way the radiation caused by the Mobile Tower is minimal and is not detrimental to the health of people in the surroundings.
30. CWC based on the request of the Tenderer would consider providing separate Electricity connection (water and telephone not necessary).
31. Separate sub-meter is to be installed by the Tenderer at his cost with due approval of the concerned Electricity Authority.
32. The Tenderer allows other mobile operators to use the mobile tower, the same should be done with the prior approval of CWC and the Tenderer will have to share the revenue with the Corporation as per the agreed terms.
33. The successful Tenderer shall enter into an agreement with the Corporation in the format as appended (**Form - C**), it shall also be treated as part of tender document. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. All the clauses in the agreement shall be treated as **general terms and conditions of tender for installation of mobile/telecom towers. Form – C**

Regional Manager

Tender for Installation of Mobile/Telecom Tower at at CWC Kochi Multistoried building

To
Regional Manager
Central Warehousing Corporation
Regional Office
Kochi

From,

Name of the Tenderer: -----

Full Address: -----

Sir,

Sub: - Installation of Mobile/Telecom Tower at CWC Kochi Multistoried building.

I/We undersigned hereby submit my/our Tender for installation of Mobile/Telecom Tower at CWC Kochi Multistoried building. I/We have read and correctly understood the terms and conditions enclosed with this tender form and also those mentioned in the agreement format which will be executed after finalization of installation of Mobile/Telecom Tower at CWC Kochi Multistoried building and agree to fully abide by them.

This list of documents enclosed.

- a) Address of the Tenderer.
- b) Past experience if any.
- c) Copy of the partnership deed and incorporation deed in India (in case of partnership firm)
- d) Copy of the memorandum and articles of association (in case of company).
- e) Cost of Tender of Rs. 1180/- and EMD Rs. 16,600/- can be paid online through Credit/Debit Cards or NEFT/RTGS or NET banking or Direct Debit as per the RM, CWC, RO Bank Account details and proof of payment to be uploaded.
- f) Copy of valid GST registration Certificate
- g) The Tenderer should sign on each page of the tender document in token of having accepted all terms & conditions.
- h) Affidavit on non-judicial stamp of appropriate value stating that the firm was not debarred/blacklisted at any time by any organization.

Thanking you,

Yours faithfully,

Date:

FORM 'B' (FINANCIAL TENDER)

(Don't submit Form 'B' along with Technical bid of tender, filled in Price bid/ financial bid required to be submitted separately online mode only).

Tender for Installation of Mobile/Telecom Tower at CWC Kochi Multistoried building

To,

Regional Manager
Central Warehousing Corporation
Regional Office
Kochi.

Sir,

Sub: Tender for Installation of Mobile/Telecom Tower at CWC Kochi Multistoried building.

1. I/We have studied the tender documents & understood them.
2. I/We hereby agree to take the work to install the Mobile/Telecom Tower at CWC Kochi Multistoried building.
3. This Tender is being offered with understanding that I/We shall take with the work to install the Mobile/Telecom Tower at CWC Kochi Multistoried building.
1. I hereby quote the following rates:

Rent per Annum + GST

..... (in words)

=..... (in figure)

(The rates should be quoted in both words & figures (Indian rupees). In case of discrepancy in words and figures the rate quoted in words will be valid.)

2. that if any of the information/document furnished herewith is found to be false or incorrect, my/our tender shall be liable to be cancelled and EMD shall also I/We undertake to a Tenderer by the rules and regulations of Central/State Govt. Governing the contractual obligations.
3. I/We understand that EMD shall be forfeited on resiling from the offer or failing to accept the offer. In the event of contract being awarded, the same shall also liable to be cancelled with the forfeiture of the amount of the security deposit.

**Signature of Tenderer
With rubber stamp**

Form C**AGREEMENT FOR INSTALLATION OF MOBILE/TELECOM TOWER**

This agreement made at _____ on _____ day of _____ 2018 between CWC through Regional Manager, hereinafter referred to as the CWC. (Which expression shall include the successors and assignors) on the one part and M/s. _____ herein after referred as to licensee (Which expression shall include it successors and assignors) on the other part.

Now it is hereby agreed by the parties hereto as follows: -

1. That in consideration of payment of Rs. _____ (here enter the license fee for first year) CWC will allot space of 64 sq. mt. to licensee for installation of Mobile/Telecom Tower at CWC Kochi Multistoried building of which the entire amount will be paid in advance before the commencement of license & for subsequent year the license fee will have an 8% increase over the previous year's license fee. GST shall be payable at applicable rate from time to time, if any. The payment will be made annually in advance.
2. CWC hereby permit the said licensee for installation of Mobile/Telecom Tower at CWC Kochi Multistoried building for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of Ministry of Telecommunication/ Municipal Corporation etc. and rules/ guidelines, laws and amendments issued from time to time.
3. For the purpose of this agreement, unless a contrary intention appears from the subject or context the term installation of Mobile/Telecom Tower will consist of terrace accommodation measuring 64 sq. Meter. CWC reserves the right to alter the location and measurement of the said sites, if necessary without assigning any reason and no compensation will be granted to the licensee on this account. The licensee shall not use the said counter for any purpose other than the installation of Mobile/Telecom Tower. He will further keep it neat and clean and tide and shall not occupy the space beyond what is shown above.
4. The licensee shall, therefore, pay all rates/cesses/taxes and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said installation of Mobile/Telecom Tower and shall a Tenderer by the rule/law of land, in force, relating to installation of Mobile/Telecom Tower.
5. That the license unless cancelled in terms of the provision hereinafter contained shall remain in force for a period of **Five** years commencing from _____ (Date of commencement) to _____ (Date, after Five years).
6. That the licensee shall not assign, transfer, mortgage, sublet the privilege conferred under this agreement.
7. The Licensee will take separate Electric supply & water connections from the concerned agencies and will directly pay their charges to the concerned agencies on regular basis accordingly. At the time of vacating of allotted location, the licensee shall have to submit the "No Dues Certificate" from concerned Electric & Water agencies to release the security deposit.

8. The company shall take all steps to control the radiations of mobile/Telecom towers and should also follow the norms & rules of Government of India as amended from time to time on this subject. Radiation must be less than the limit as prescribed by TERM, Ministry of Communication & Information Technology, Govt. of India.
9. The selected agency should install the Mobile Tower in such a way the radiation caused by the Mobile Tower is minimal and is not detrimental to the health of people in the surroundings.
10. If the information furnished by the Tenderer is found to be incorrect, the contract, if awarded is liable to be terminated without notice and Earnest Money and/or Security Deposit is liable to be forfeited.
11. CWC will review the functioning/performance of the Contractor periodically and may intimate contract based on non-performance and non-fulfillment/ breach of obligations agreed by the Tenderer after providing a fair opportunity to be heard. In case, CWC is not satisfied with the reply of the Company and/or the company does not rectify any breach within the time given by CWC then CWC may cancel the contract.
12. The Licensee will in no case sub-contract and/or transfer the whole or part of the contract to any other person or firm.
13. The quoted license fee will be applicable only for one telecom service providing company. However, the company shall be allowed/permitted to share the telecom tower and relevant infrastructure installed by it at the allotted location with other service/network providers after prior approval. The licensee fee will be revised @33% (per Telecom Company) of the basic quoted License fee after addition of every service/network provider/sharer company. CWC shall provide 24x7 access to the allotted location to the Company without any hindrance. CWC shall not permit the said allotted location or any part thereof being used for any other purpose except for installation OF telecom tower to provide telephone service network and in default thereof shall be liable for cancel of allotment. Sharing of infrastructure without prior permission of CWC will be considered as a breach of contract. If found so, CWC has the right to cancel the allotment of site and all deposited amounts of the site will be forfeited or impose penalty of equal amount of deposited Security Deposit.
14. The company shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the RM, CWC on the question whether any damage is caused to the premises and what amount of compensation would make good such damaged shall be final and binding on the parties hereto.
15. The premises will be normally allotted to the Tenderer who offers the highest amount of License Fee. However, the RM, CWC reserve the right to reject the highest offer or all the offers without assigning any reason.
16. The allotment of site will be cancelled immediately, if the Licensee found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside & nearby the allotted site.

17. In the case of dispute regarding unsatisfactory services by the contractor, decision of CWC will be final and binding.
18. Expenditure on establishment of Mobile/Telecom Tower, Electricity shall be borne by the company. The company shall be responsible for any damage of buildings from fire, establish, structure for mobile/Telecom tower etc. and decision of Regional Manager in this regard will be final.
19. CWC based on the request of the Tenderer would consider providing separate Electricity connection.
20. The licensee shall arrange/obtain all necessary clearances/formalities form all other concerned statutory authorities to establish the mobile/Telecom tower.
21. Initially, the offered price by the successful Tenderer shall be for 64 sq. mt. area only and during the contract period if the successful Tenderer require additional area, if available and CWC permits, then the current Licensee Fee will be revised/enhanced in the same proportion.
22. That the land for installation of installation of Mobile/Telecom Tower will be provided by CWC to licensee on "As is where is basis "on which the civil & electrical work etc. will be done by the licensee. No building or structure of any kind whatsoever shall be erected by the licensee without the permission in writing of the RM, CWC or any other officer duly authorized by him. The plan of the structure shall also be subject to the approval of the said officer and no construction shall be started without such approval in writing. Any building or structure erected by the licensee shall be treated as temporary structure.
23. That the licensee shall allow the CWC officials free access at all time, to the said land and shall whenever so requested by the CWC forthwith pull down or replace any structure which the CWC shall consider to be improperly situated.
24. That the Licensee has to provide their own security and CWC shall not be liable for any loss or damage whatsoever caused to the property belonging to the licensee stacked on the land hereby licensed.
25. It will be obligation on the part of the licensee to keep adequate firefighting arrangements such as fire buckets filled, with water or fire sand in the site at his own expense at the risk of fire.
26. CWC also reserves the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.
27. That the licensee shall be governed by the rules, regulation, installation of mobile/Telecom tower policy and instructions of CWC which are in force or which may hereafter come in force governing the use of the said land. The licensee further undertakes to pay all the taxes levied by local body or civil body.

28. That licensee had deposited Rs. _____ (ask for two month rentals as amount of security deposit) by way of DD No. _____ dated _____ drawn on _____ bank as security deposit for the due observance of the terms and condition of this license. No interest shall be payable on the security deposit by the CWC.
29. CWC shall be entitled to recover any money due from the licensee under this agreement or otherwise for the said security deposit that licensee shall on demand forthwith make good the deficiency so as to keep the security deposit at the fixed amount. The security deposit will be refunded on satisfactory completion of the contract period after taking into consideration that all CWC's dues are cleared.
30. CWC reserve the right to cancel this license at any time on giving 90 days' notice in writing of its intension to do so and the licensee shall on expiry of the period of notice to vacate the land, remove all material and structure, if any belonging to the licensee. If any structure is not required to be dismantled by the CWC, the CWC shall pay the compensation for the same which will be determined by the CWC through its any officer, whose decision shall be final and binding. In case the licensee fails to restore the land to its original state as required by the CWC, the CWC, may do so at the risk and cost of the licensee and the expenses so incurred shall be recoverable from the security deposit and /or any other money that is due to the licensee for the CWC.
31. If on the expiry of the license, the licensee continues to use the land, he shall be liable to pay storage charges prevalent at warehouse and the licensee shall be entitled to remove its belongings only when he has paid all the charges due to CWC.
32. After expiry of the licensed period, the licensee should immediately vacate the plot and hand over the possession to the CWC or apply for renewal of the license within 90 days from the date of expiry of license. In the failure on the part of licensee either to vacate the premises on the expiry of the licensed period or failure to apply for renewal of the license within 90 days of the expiry of the license, CWC shall be entitled to recover without prejudice to other right of the CWC under this agreement or the law for the time being in force, the license fee at the rate of double the normal license fee already agreed to if the license for such period the plot remains in the possession of the licensee.
33. Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the licensee at his/their last known place. Any notice to be served by the licensee on the CWC shall be deemed to be sufficiently served if delivered at Regional Office of CWC or sent by the registered post.
34. CWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.

- 35.** CWC reserves the right for deduction of CWC due from contractor's security amount on the following grounds: -
- a) Any amount imposed by CWC as fine under the penalty clause.
 - b) Any amount which CWC becomes liable to the Govt./ Third party on the behalf of any default of the contractor or any servant/agent.
 - c) Any payment/fine made under the order/judgement of any court/ forum or law enforcing agency or any person working on his behalf.
- 36.** The court of Ernakulam (place of CWC Regional Office) have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 37.** That this agreement shall remain in force for a period of five years unless determined under any provision herein after.
- i) Provided that it shall be always lawful for the CWC to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which the licensee may suffer by means of such termination by giving the licensee one-month prior notice in writing of its intention to terminate the license.
 - ii) Provided that the termination of the licensee under this clause or any other clause herein shall not be deemed to prejudice or affect any claim or any right to indemnify which the CWC has against this license in respect of breach of any condition of any of the agreement of matter pending in any court or before other agency authorized by law against the act of licensee, here in prior to the termination of the said agreement.
- 38.** In the event of earlier determination before the expiry of license, the licensee shall forth with remove his belonging and will hand over the land to CWC in the original condition without any object or opposition.
- 39.** The contractor shall comply with all the provision of Labor Laws and Rules made there under and the contractor also indemnify the CWC for any loss and damages suffered due to violation of above provisions.
- 40.** Licensee will be liable for damages up to Rs. 5,000/- per default on the following.
- a) Late payment of CWC dues up to 10 days.
 - b) Dis-honoring the Cheques /Drafts.
 - c) Any staff of licensee found in drunken condition/indulging in bad conduct.
 - d) Any staff of the licensee found creating nuisance on duty.
- 41.** The date of commencement of the contract will be either (a) 60 days from the date if giving the letter for installation of Mobile/Telecom Tower, or (b) from the actual date of installation of Mobile/Telecom Tower by the licensee, whichever is earlier.
- 42.** The CWC shall not be responsible for any loss of damage caused to the contractor to total discontinuance of this scheme under the agreement for any reasons whatsoever.

43. The CWC reserves the right to recover as damages ranging between Rs 1000/- to Rs. 2000/- per default for irregularities/defaults committed by the licensee or his /their employees.
44. Amendment/ modifications made in the Policy of installation of installation of Mobile/Telecom Tower of CWC from time to time will automatically be applicable.
45. The successful contractor/Tenderer will have to submit a structural stability certificate of all the buildings (which offered to them for installation of Mobile/Telecom Tower) from any IIT/CPWD or PWD Empaneled Structural Engineer before starting the cast work/installation of Mobile/Telecom Tower at the allotted location. Mobile/Telecom Tower will be installed only on those buildings whose stability found suitable for the same purpose. Work order will be issued accordingly.
46. **DISPUTE / ARBITRATION:**
All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the Corporation that he had to deal with the matter to which the contract relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a terms of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or unable to act shall appoint another person to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to Arbitration at all. The arbitrator shall give reasons for award.
Provided further that any demand for arbitration in respect of any claim (s) of the contractor(s) under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim(s) of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of the date of the first hearing.

The arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

- 47. The Licensee is required to sign and submit under their official stamp, all the pages of this tender documents

Signed for and on behalf of CWC

Witness:

1. _____

2. _____

(-----)

Regional Manager

Signed for and on behalf of Licensee by
Shri _____

(Authorized Signatory)

Witness:

1. _____

2. _____