

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



**E-TENDER DOCUMENT FOR
ALLOTMENT OF SPACE/OPEN LAND FOR
INSTALLATION & OPERATION OF
AUTOMATIC TELLER MACHINES (ATMs)
AT VARIOUS CENTRAL WAREHOUSES IN
UP & UTTARAKHAND STATE AS PER ANNEX.-I**

DATE AND TIME FOR : **20.08.18** (16.00 Hrs.)
DOWNLOADING TENDER FORM TO
18.09.2018 (15.00Hrs.)

LAST DATE FOR ON LINE : **19.9.2018**
SUBMISSION OF TENDER UPTO 15.00 Hrs

DATE OF OPENING [TECHNICAL : **19.09.2018**
BID] AT 15.30 Hrs

: *Regional Office:*
“Warehousing Bhawan”,
Vibhuti Khand, Gomti Nagar, Lucknow-226010
Ph. (0522)2720685 / 827 / 566 / 2720761 Fax.2720686
E.Mail: rmlko@cewacor.nic.in
Website : www.cewacor.nic.in



केन्द्रीय भण्डारण निगम

(भारत सरकार का एक उपक्रम)

Regional Office: Vibhuti Khand, Gomti Nagar, Lucknow-226010
Ph. No.(0522) 2720685,2720566,2720827, 2720761 Fax. 2720686
Website: cewacor.nic.in :: e.mail: rmlko@cewacor.nic.in



E- TENDER NOTICE

Tender for allotment of space/open land for installation & operation of Automatic Teller Machines(ATMs) at Central Warehouses as dedicated at Annexure I

Central Warehousing Corporation invites online-tender under two bid systems(Techno Commercial Bid) from Scheduled Banks / Post Offices/Financial Institutions or Authorised Agencies for installation and operation of **ATMs/E-Lobby/Lounge** at Central Warehouses in various locations across **UP & Uttarakhand** States for a period of **FIVE** years.

Scope of work	Allotment of space/open land for installation & operation of Automatic Teller Machines(ATMs)	
Location	At Central Warehouses in UP & Uttarakhand as per Annexure I	
Tender notice	Online (e-tendering) tender for above work. Tender documents will be available on website : www.tenderwizard.com/CWC , www.cewacor.nic.in , www.tenderhome.com and www.cppp.gov.in	
Tender type	Open	
Schedule of E-Tender	Date & Time for downloading Tender Form	20.08.18 (16.00 hrs) to 18.09.2018 (upto 15.00 hrs.)
	Pre-bid Conference: Bidders are requested to attend the meeting for clarification in respect to online bid submission. All the queries related to online bid submission will be clarified on the day of pre-bid conference	27.8.2018 (15.00 Hrs.onwards) at Regional Office, Lucknow.
	Online bid submission	UPTO 15.00 hrs. on 19.09.2018
	Date and time of online technical bid opening	AT 15.30 hours on 19.09.2018
	Date and time of online price bid opening	Will be intimated in due course of time
Bid validity	90 days further extendable by 30 days from the date of opening of technical bid	
Total area (Sq. Ft.)	Minimum of 100 Sq. Ft. for ATM & 300 Sq. Ft. for E.Lobby	
Reserve Price (Rs.)	Refer price bid	

EMD	Rs. 3095/- per centre for CW, Chandausi-I & Lucknow-I , Rs. 3295/- per centre for CW, Faizabad & Gorakhpur , Rs. 3930/- for CW, Dadri and Rs.2875/- Per centre for other warehouses in UP & UK to be paid through e-payment/NEFT/RTGS upto 15.00 Hrs. of 19.09.2018 as per details given below:-	
	Name of Beneficiary & Address	Regional Manager, Central Warehousing Corporation, Regional Office,Vibhuti Khand,Gomtinagar, Lucknow-226010.
	Nature of A/Cs	Central Warehousing Corporation,Regional Manager's Operational Account
	Beneficiary Bank Name :	STATE BANK OF INDIA
	Beneficiary Account Name:	REGIONAL MANAGER
	Beneficiary Account No:	10070354408;
	IFSC Code:	SBIN0009916
	MICR Code	226002017
	GST NO for UP:	09AAACC1206D2ZD
	GST No for UK	05AAACC1206D1ZM
PAN	AAACC1206D	
Payment of proof to be uploaded with the technical bid.		
Security Deposit	Two months' rental amount for each centre.	
Cost of Tender Document(Rs.)	Rs: 1000.00 plus applicable GST(18%) i.e. Rs 1180/- to be paid through e-payment / NEFT / RTGS as per details given below. Proof to be uploaded with the tender.	
Processing fees:	(Rs 0.01% of Contract Value , subject to minimum Rs. 500.00 and maximum Rs. 5000.00) <u>exclusive of applicable GST(18%)</u> _ to M/s KSEDC Ltd. through e- payment through the portal www.tender.wizard.com/CWC (before uploading the tender) before 15.00 Hrs. of 19.09.2018 .	

GENERAL TERMS FOR INSTALLATION OF ATMs/E-lobby/Lounge

Eligibility Criteria: (copies of the proof of the eligibility criteria must be scanned and attached):

1. Only the Nationalised Banks/NBFCs/Post Office/Financial institution or authorized agencies will be eligible for submission of tender.
2. The bank/authorized agencies must have a minimum experience in installation and operation in the field of Automatic Teller Machine in India, of at least one year.
3. Address proof of the tenderer.
4. Copy of Partnership deed Registration certificate and Power of Attorney (In case of partnership firm)
5. Copy of memorandum and Articles of Association and, Certificate of incorporation and Resolution of the Board (In case of Company).
6. RBI's approval to operate ATM and banking service in India.
7. GST Registration.
8. PAN Card.

Other terms and conditions

1. The CWC reserves the right to accept or reject any application/tender. Authority for acceptance or otherwise of the application/tender will rest with the Regional Manager, CWC Regional Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010, which does not bind itself to accept any application/tender and not to assign any reason for rejecting the same.
2. MSME Policy preference will be allowed as per Govt. notification dated 23.03.2012. State/ Central Govt. banks who are directly participating in the NIT are also exempted from payment of tender cost and EMD.
3. CWC will not accept tender wherein conditional offer has been given by the banks and the offers will out rightly be rejected and earnest money will be forfeited.
4. Tender without or with less earnest money will be summarily rejected. After finalization of the tender, the earnest money of unsuccessful bidders will be returned. The earnest money of successful bidder will be retained as Security Deposit till the agreement period expires and the same will be forfeited in case of the successful tenderer failing to honor the offer made by the CWC as per Tender submitted by him.
5. The bank submitting tenders will be required to quote in the tender form the amount of annual license fee on the basis of rate **per sq. ft. area for each ATM** which they will be required to pay to the CWC. The bidder is allowed to select the centre as per their choice or full and EMD shall be paid for each centre separately. The highest bidder for the centre selected will be awarded this contract.
6. The Bank will also be required to pay electricity charges due from time to time besides annual license fees quoted by Bank.
7. Maintenance and round the clock functioning of the ATMs should be ensured by the Bank, the CWC will not undertake any responsibility in this account.
8. The contract period is for **Five years** and the annual license fees will be escalated cumulatively @ 08% every year.
9. Rate shall be quoted for each centre/location in the single price bid. But EMD of the each centre shall be paid.
10. CWC based on the request of the tenderer would consider providing separate water & electricity connection wherever feasible (telephone not required).
11. Separate meter is to be installed by the tenderer at his cost with due approval of the concerned Electricity Authority.
12. In all the agreements it should be stated that licensee shall pay GST on the licence fee/rentals paid to CWC.
13. For installation of ATMs, necessary permission from RBI or any other agency is to be obtained by the successful bidder.
14. The security of ATM will be the liability of the Agency whom the space is allotted.
15. Initially the contract period shall be for 5 years which will be extendable on mutually agreed rates, terms and conditions for further period.
16. **The area available for installation of ATMs/E-Lobby will be mentioned in the tender document which may increase or decrease at the time of allotment. However, the agency has to pay the License fee for the actual area. Annual License Fee for installation of ATM or E-lounge/lobby shall be paid in advance before the commencement of license & for subsequent year.**
17. **The property tax for such land will be paid by CWC but other charges like Electricity, water etc., or any other charges/tax/levies will be borne by the concerned agency.**
18. CWC will provide the **open space** and entire construction work comprising civil, electrical, broadband connection etc have to be arranged by the Agency/Bank/NBFC etc as per their

requirement. However, if any NOC is required from CWC the same will be provided protecting the interest of the Corporation.

19. The tenderer shall make their own arrangements for comprehensive insurance of area in the demised premises, covering thereby goods against all insurable risk such as burglary, pilferage, flood, cyclone, fire, civil commotion etc. renewing the policies I force. CWC shall not be responsible to make any losses/damages and the tenderer shall indemnify CWC for all the costs which may be incurred by CWC for loss minimization with respect to insurance claim or any consequential loss.
20. CWC based on the request of the tenderer would consider providing separate water and Electricity connection, wherever feasible (telephone not required). Cost of installation shall be borne by the tenderer. The payment for all the utilities will be made by the tenderer with intimation and proof to CWC. Insurance Policy so obtained by the tenderer would be endorsed in favour of CWC.
 - 20.1 The overall load shall not exceed the sanctioned limit.
 - 20.2 Cabling etc. to be done and removed at the cost of Tenderer
 - 20.3 Separate meter is to be installed by the Tenderer at his cost with due approval of the concerned Electricity Authority and the electricity charges to be paid on actual basis as calculated in the highest slab of Electricity Supply Authority's tariff along with proportionate GST is calculated. Due to change in the categorization/additional liability of whatever nature, on this score is to be borne by the tenderer.
21. On expiry of the agreement period, the successful bidder shall be entitled to remove its goods, fittings, fixture etc., at their own cost and hand over the space to CWC after restoring it in the same condition in which it existed at the time of commencement of the agreement.
22. Any other tax/levy imposed by the local bodies on account of their business activities/operations and the same shall be borne/payable by the tenderer without demur.
23. The tenderer is forbidden to sublet the demised premises to any other tenderer. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination.
24. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the tenderer without written prior permission of CWC. However the tenderer may undertake whitewash/color wash/floor painting and install their furniture, fixtures at their cost.
25. The arrangement can be terminated by either tenderer by giving 3 (Three) months advance notice or charges in lieu thereof. However, in case breach of provision/conditions of this agreement by the tenderer, CWC can immediately terminate this arrangement without resorting to 3 months notice.

INFORMTION FOR ONLINE PARTICIPATION:-

1. Bidder must upload the scanned copies of originals of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/ altered/manipulated during verification, then the EMD of the bidder shall be forfeited and he/they himself/themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
2. Bidders who wish to participate in ONLINE TENDER HAVE TO REGISTER WITH THE WEBSITE THROUGH "NEW USER REGISTRATION" link provided on the home page of www.tenderwizard.com/CWC.
3. DOWNLOADING OF TENDER DOCUMENT:- The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned websites.
4. SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the

above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. **No offer in physical form will be accepted** and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected.

5. **GENERAL TERMS AND CONDITIONS, SPECIAL CONDITIONS, TECHNICAL SPECIFICATIONS, TECHNICAL DATA ETC:** - As mentioned in the Tender Documents.
6. CWC reserves the rights to get verify the credentials and the documents submitted by the tenderer before issue of work order.
7. Bidders who wish to participate in this tender **need to procure digital certificate as per Information Technology Act 2000 using that they can digitally sign their electronic bids.** Bidders can procure the same from any of the CCA approved certifying agencies or they may contact M/s Karnataka State Electronics Development Corporation Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital certificate need not to procure the same. In case, bidders need any clarification regarding online participation, they can contact at below mentioned address:
8. The digital signature certificate is normally issued within two working days, if all required documents are in place. The interested bidders are requested to apply for the same well in advance. In case the validity of the existing digital signature certificate has expired, same may be got revalidated.
9. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of PQ, Technical Bid, Price Bid only.
10. After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.

The Tender will be opened on the prescribed time and date in presence of the tenderers who may wish to present at their own cost or they can view through online website. In case the dates mentioned above happen to be Public Holidays, the next working day will be reckoned for the purpose.

The Central Warehousing Corporation reserves the right to accept/reject the tenders without assigning any reason, the decision of the Corporation in the matter shall be final and binding on tenderers.

Missing/ online corrupted/ not-downloadable/non-printable document: The Corporation, if necessary may ask the tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing documents. The missing documents to be submitted should not be of a date later than the date of submission of original bid. The missing documents sought is allowed to be submitted online or physically within a reasonable stipulated period as decided by the Corporation. If the tenderer fails to respond within the stipulated time period, no further time will be given and the tender will be summarily rejected.

Any clarification regarding online participation, the bidder can contact:-

M/s Karnataka State Electronics Development Corporation Limited, 2nd Floor, TTMC 'A' Block, BMTC, Shanthi Nagar, K.H. Road, Bengaluru-560 027.
For local assistance, may call following help line numbers at KEONICS,
Sh. Shashank- 9455128024 & Sh. Satish Tiwari-9452535132.

This NIT is the part of Tender Document.

Regional Manager

(To be submitted in excel format only)

FORM 'A'**(TECHNICAL BID)****Tender for allotment of space/open land for Installation and operation of Automatic Teller Machines (ATM) /E-Lounge/Lobby.**

To
Regional Manager
Central Warehousing Corporation
Regional Office,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010

Sir,

Sub :- Installation of Automatic Teller Machine/E-lobby/Lounge

I/We undersigned hereby submit my/our bid for installation of Automatic Teller Machine/ E lounge/Lobby (specify) at the following centers/locations :-

Sl. No.	Name of the Centre	Area required	ATM/E-Lobby
1			
2			
3			

(Insert the rows as per requirement)

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 ATM/E Lounge/Lobby at the above centers/locations and agree to fully abide by them.

This list of documents enclosed :-

- Address of the tenderer.
- Past experience if any.
- Copy of Partnership deed Registration certificate and Power of Attorney (In case of partnership firm)
- Copy of memorandum and Articles of Association and, Certificate of incorporation and Resolution of the Board (In case of Company).
- RBI's approval to operate ATM and Banking Service in India.
- Earnest Money Deposit through online in favour of Regional Manager, CWC, RO, Lucknow.
- GST Registration.
- PAN Card.

Thanking you,

Yours faithfully,

SIGNATURE OF AUTHOIRSED PERSON

FORM 'B' (FINANCIAL BID)
(To be submitted in excel format only)

Tender for Installation and operation of Automatic Teller Machines (ATM) or E-lobby /lounge at Central Warehouse as detailed below:- (Centers/locations interested)

I/ We hereby offer my/our financial bid as under, for installation of ATM/E lobby license at locations as detailed above . (In case of discrepancy in words and figures, the rate quoted in words will be valid.)
For ATM or E- Lobby/lounge. (Specify requirement /area)

	Location of Warehouses where ATMs proposed (Central Warehouse/ CFS)	Estimated contract value (ECV)	EMD (Rs.)	Reserve price Per Sq. Feet/ per month	Reserve price Per Sq. Feet/ per annum
1	BAHRAICH	287500	2875	47.96	575
2	BALLIA	287500	2875	47.96	575
3	BIJNORE	287500	2875	47.96	575
4	CHANDAUSI-I	309500	3095	51.58	619
5	DADRI	393000	3930	65.52	786
6	ETAWAH	287500	2875	47.96	575
7	FAIZABAD	329500	3295	54.93	659
8	GOLA	287500	2875	47.96	575
9	GORAKHPUR	329500	3295	54.93	659
10	HARDOI	287500	2875	47.96	575
11	JAHANGIRABAD-I	287500	2875	47.96	575
12	JHANSI	287500	2875	47.96	575
13	LUCKOW-I	309480	3095	51.58	619
14	MUZ.NAGAR-I	287500	2875	47.96	575
15	SAHARANPUR-I	287500	2875	47.96	575
16	KASHIPUR-I	287500	2875	47.96	575
	Total	4833480	48335		

I/We have studied the tender documents and understood them. I/we hereby agree to take the work to install the ATM/E-lobby at the above locations at the rate quoted as above.

Signature of Bidder or digitally signed

**AGREEMENT FOR INSTALLATION OF AUTOMATIC TELLER MACHINE OR
E-LOUNGE/LOBBY.**

This agreement made at _____ on _____ day of _____ 2018 between Central Warehousing Corporation 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 -----sq. ft. to licensee for installation of ATM or E-lounge/lobby of which the entire amount will be paid in advance before the commencement of license & for subsequent year the license fee will have a 8% increase over the previous years license fee. The payment will be made annually in advance.
2. CWC hereby permit the said licensee to operate Automatic Teller Machine at Central Warehouses as per the Price Bid for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of RBI &/ or Ministry of Finance 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 terms Automatic Teller Machine/E- Lobby will consist of ground accommodation measuring _____ sq.ft. CWC reserve 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 Automatic Teller Machine Business. 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/GST and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said Automatic Teller Machine and shall abide by the rule/law of land, in force, relating to Automatic Teller Machine business.
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. That the land for installation of ATM 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.
8. 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.
 9. 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.
 10. It will be obligation on the part of the licensee to keep adequate fire fighting arrangements such as fire buckets filled, with water or fire sand in the site at his own expense at the risk of fire.
 11. In addition to the aforesaid amount the licensee shall further pay to the CWC the electric installation charges, rent of the meter charges for electric energy consumed, as per the meter installed for the purpose which must be paid on third of the month following to which those relates or alternatively the licensee will install his own meter after getting NOC from CWC and will be liable to pay all expenses directly.
 12. CWC also reserved the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.
 13. That the licensee shall be governed by the rules, regulation 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.
 14. That licensee had deposited Rs. _____ (ask for two months 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.
 15. 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.
 16. CWC reserve the right to cancel this license at any time on giving three months 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.
 17. 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.
 18. 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 three months 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 three months 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.
- 19.** 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.
- 20.** CWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.
- 21.** 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/judgment of any court/forum or law enforcing agency or any person working on his behalf.
- 22.** The court of Lucknow (place of Regional Office) have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 23.** 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.
- 24.** 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.
- 25.** The contractor shall comply with all the provision of Labour 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.
- 26.** Licensee will be liable for damages upto Rs. 5,000/- per default on the following :
- a) Late payment of CWC dues upto 10 days.
 - b) Dishonoring 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.

27. The date of commencement of the contract will be either (a) 60 days from the date of giving the letter for installation of Automatic Teller Machine, or (b) from the actual date of installation of Automatic Teller Machine by the licensee, whichever is earlier.
28. 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.
29. The CWC reserves the right to recover as damages ranging between Rs 500/- to Rs. 2000/- per defaults for irregularities/defaults committed by the licensee on his /their employees.
30. Amendment/ modifications made in the Policy of installation of ATMs of CWC from time to time will automatically be applicable.

31. 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.

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

Signed for and on behalf of CWC

Witness :

1. _____

2. _____

(-----)

Regional Manager

Signed for and on behalf of Licensee by

(Authorized Signatory)

Witness :

1. _____

2. _____

ANNEXURE: I

LOCATION FOR WHICH Mobile Towers are proposed to be installed:

1	Name of Centre	Address of centre / location	Contact person and number for inspection of site	Email ID
2	BAHARAICH	Central Warehouse, P.O. Kalpipara, Bahraich-271801	Sh. S.K. Tiwari, 7311171208 9415160895	wmbrh@cewacor.nic.in
3	BALLIA	Central Warehouse, P.O. Tikampur, Ballia-277001	Sh. Harshit Khanna 7311171260 7309260218	wmballia@cewacor.nic.in
4	BIJNORE	Central Warehouse, Rasulpur Pirthi, Nazibabad road, Bijnore-246701	Sh. Naresh Kumar 7311171263 9627129309	wmbijnore@cewacor.nic.in
5	CHANDAUSI-I	Central Warehouse, Chandausi Distt. Moradabad-244923	Sh. Gajraj Singh 7311171265 9457475423	wmcsi-i@cewacor.nic.in
6	DADRI	Central Warehouse, G T Road, Dadri-203207 Distt.G.B.Nagar	Sh. S.K. Sharma 7311171268 8377828908	wmdadri@cewacor.nic.in
7	ETAWAH	Central Warehouse, New Krishi Utpadan Mandi Samiti, Bharthna Road, Etawah-206001	Sh. Kamal Singh 7311171270 9457307781	wmetw@cewacor.nic.in
8	FAIZABAD	Central Warehouse, Navin Mandi, Raebareli road, Faizabad-224001	Sh. V. K. Sharma 7311171271 8853163690	wmfzd@cewacor.nic.in
9	GOLA	Central Warehouse, Aliganj Road, Gola Distt. Kheeri-262802	7311171275 8765115213	wmgola@cewacor.nic.in
10	GORAKHPUR	Central Warehouse, Near Nakha Jungle Rly Station, Fert.Factory, Gorakhpur-273001	Sh. A.K. Dubey 7311171272 9559107778	wmgkp@cewacor.nic.in
11	HARDOI	Central Warehouse, 132 KV Power Station, Lucknow Road, Hardoi-241001	Sh. Rati Bhan 7311171274 7355212163	wmhri@cewacor.nic.in
12	JAHANGIRABAD-I	Central Warehouse, Bahipur Doraha, Jahangirabad-202394 Distt. Buland Shahr	Sh. Ajit Singh 7311171277 9760772504	Wmjbd-i@cewacor.nic.in
13	JHANSI	Central Warehouse, Shivpuri Road, Nandan Pura, Jhansi-284003	Sh. R.B. Sahu 7311171295 9450228525	wmjhs@cewacor.nic.in
14	LUCKNOW	Central Warehouse-I, Muhan Road, Near Bowli Chowki, Lucknow-226017	Sh. Mahendra Kumar 7311171280 9450393384	Wmlko-i@cewacor.nic.in
15	MUZAFFAR NAGAR	Central Warehouse-I, Kukra Road, Muzaffarnagar-251001	Sh. Yanendra Kumar 7311171283 7017203522	Wmmuz-i@cewacor.nic.in
16	SAHARANPUR	Central Warehouse-I, Janta Road, Saharanpur-247001	Sh. S S Cheema 7311171289 9417017015	Wmsre-i@cewacor.nic.in
17	KASHIPUR-I	Central Warehouse, Bazpur road, Kashipur Distt.US Nagar-244713	Sh. Guru Dutt 7311171247 9319110915	Wmksp-i@cewacor.nic.in