**KARNATAKA STATE WAREHOUSING CORPORATION**

“URGANA BHAVAN”

#43, Primrose Road, Bengaluru-560025

Phone: 080-29533679

Email: mdkswc2018@gmail.com website: kswc.karnataka.gov.in

**Tender No. KSWC/ Com-4 /**Mobile Tower/ /2022-23 Dated 16.05.2022

**E- TENDER NOTICE**

**Tender for providing ground space for installation of Mobile/Telecom Tower at**

**warehouse premises.**

Karnataka State Warehousing Corporation invites online-tender under two bid systems (Techno Commercial Bid) from reputed Telecommunication Companies or other agencies authorized by the Telecommunication Companies for installation and operation of Mobile/Telecom tower at warehouses of Karnataka State Warehouses in various locations across Karnataka State for a period **of TEN years.**

|  |  |  |
| --- | --- | --- |
| **Scope of work** | Allotment of space/open land for installation and operation of Mobile/ telecom Towers | |
| **Location** | At KSWC warehouses across the state as per the  **Annexure I** | |
| **Tender Notice** | Tender Notice and documents will be available on website: [www.eproc.karnartaka.gov.in](http://www.eproc.karnartaka.gov.in) and kswc.karnataka.gov.in and shall be submitted in [www.eproc.karnartaka.gov.in](http://www.eproc.karnartaka.gov.in) website. | |
| **Tender** | Open | |
| **Schedule of Tender** | Document downloading  date & time | 16.05.2022 from 17.00 hrs to 15.06.2022 upto 17.00 hours |
| Pre-bid meeting | 30.05.2022 at 12.00 in KSWC Head Office, Bengaluru. |
| Last date and time of online  bid Submission | Submission upto 17.00 hrs. on 15.06.2022 |
| Date and time of online technical  bid opening | Opening at 11.30 hours on 18.06.2022 |
| Date and time of Financial Bid | Will be intimated later |
| **Bid Validity** | 90 days from the date of opening of tender | |
| **Total area (Sq. Mtrs.) per Location** | **Minimum of 9.3 Sq. Mtrs. (10 X10 =100 Sq/ Ft.)** | |
| **EMD** | Rs.7500/per each Location | |
| **SD** | Three months rental amount for each Location | |
| **Processing fees:** | As fixed by the e-governance. | |

GENERAL TERMS FOR INSTALLATION OF MOBILE/TELECOM TOWERS

1. 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.

1. Only the registered IP-1 license holders are eligible to participate.

1. The Tenderer must have installed at least one Mobile/Telecom tower in the State of Karnataka.
2. The Tenderer must have a minimum three years experience in the field of installation of Mobile/Telecom tower in India.
3. The Tenderer must submit the satisfactory proof/ documents in support of their claim of fulfilling item no. 1 to 2 above.
4. The KSWC reserve the right to accept or reject any tender. Authority for acceptance or otherwise of the tender will rest with the Managing Director, KSWC Bangalore which does not bind itself to accept any tender and not to assign any reason for rejecting the same.
5. MSME Policy preference will be allowed as per Govt. notification dated 23.03.2012.
6. Any one or more of the following actions/omission are likely to cause for rejection of Tender.
7. Any tender received late after the scheduled time.
8. Any tender not accompanied by required earnest money or received with shorter validity period and insufficient EMD.
9. Copy of authorization letter(if applicable)
10. Any tender in which rates have not been quoted in accordance with specified formats/details as specified in NIT.
11. Any effort by a tenderer to influence KSWC in the Tenders evaluation, Tender comparison or award of contract/decision may also result in rejection of the Tender.
12. Tenders without affidavit mentioned in form A.
13. KSWC will not accept tender where in conditional offer has been given by the Tenderer. Such offers will out rightly be rejected.
14. 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 KSWC as per quotation submitted by him.
15. 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 KSWC. The highest Tenderer will be awarded this contract. Annual License fee for installation of mobile/telecom tower shall be paid in advance before the commencement of license & for subsequent year.
16. The Tenderer will also be required to pay electricity charges due from time to time besides annual license fees quoted by Tenderer.
17. KSWC will not be a party if there is any dispute legal or otherwise between the Contractor / Tenderer and customers.
18. 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.
19. 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.
20. Tenders shall remain valid for three months (90 days) from the date of Tender opening.
21. 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. KSWC will hand over the site as is where basis condition is Maintenance and regular functioning of the Mobile/Telecom Tower for all the 24 hours should be ensured by the successful Tenderer, the KSWC will not undertake any responsibility in this account.
22. The contract period is for Ten years and the annual license fees will be escalated cumulatively @ 05% every year. Further extendable on mutually agreed rate, terms and conditions.
23. The offers should be accompanied with the following :-
24. Address of the tenderer.
25. Past experience/The agency should have minimum three years experience in the

field of installation of mobile towers.

1. Copy of Partnership deed and incorporation deed in India (In case of partnership

firm)

1. Copy of memorandum and Articles of Association (In case of Company).
2. Approval from appropriate Govt. authority to install mobile/Telecom tower.
3. Authorization letter of concerned telecommunication company on whose behalf the mobile/Telecom tower is being installed (if applicable).
4. Turn over certificate for last three years (10 times of estimated contract value.)
5. Satisfactory proof/ documents in support of installation of mobile/telecom towers.
6. 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.

1. Tenderer shall make their own arrangements for comprehensive insurance of area in the demised premises covering thereby by goods against all insurable risks. Insurance Policy so obtained by the tenderer would be endorsed in favour of KSWC.
2. 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. The mobile tower company has to follow all the standard rules and regulations regarding radiation from mobile tower as specified by the Govt. of India, Dept. of Telecommunication from time to time shall produce all the necessary documents, as required by laws for it to maintain and keep. The provisions of the policy of Jurisdictional Municipal Corporation or any other local/state authority related to installation of mobile towers will have to be complied with the successful bidder.
3. KSWC based on the request of the tenderer would consider providing separate Electricity connection (water and telephone not necessary). 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.
4. KSWC will only provide the space and the entire construction work comprising civil, electrical, broadband connection etc. have to be arranged by the agency as per their own. However, if any NOC is required from KSWC, same will be provided after protecting the interest of the Corporation.
5. Separate sub-meter is to be installed by the tenderer at his cost with due approval of the concerned Electricity Authority.
6. The tenderer allows other mobile operators to use the mobile tower, the same should be done with the prior approval of KSWC and the tenderer will have to share the revenue with the Corporation as per the agreed terms. 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.
7. The tower tax for such land will be paid by tenderer but other charges like electricity, water etc and or any other Govt. Tax/levies etc shall be borne by the bidder.
8. The overall load shall not exceed the sanctioned limit.
9. Cabling etc. to be done and removed at the cost of Tenderer
10. 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 applicability of Electricity Supply Authority’s rates along with proportionate GST is calculated on actual consumption basis.
11. If due to their using the electricity, KSWC is required to pay a higher tariff for electricity than the prevailing highest tariff applicable and due to change in the categorization/additional liability of whatever nature, on this score is to be borne by the tenderer.
12. The successful bidder shall be entitled to remove its goods, fittings, fixture etc., at their

own cost and hand over the space to KSWC after restoring it in the same condition in

which it existed at the time of commencement of the agreement.

1. 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.
2. 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, as per clause No.31. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the tenderer without written prior permission of KSWC. However the tenderer may undertake white wash/color wash/floor painting and install their furniture, fixtures at their cost.
3. The arrangement can be terminated by either tenderer by giving 3 months advance notice or charges in lieu thereof. However, in case breach of provision/conditions of this

agreement by the tenderer ,KSWC can immediately terminate this arrangement without

resorting to 3 months notice **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 document 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.

**INFORMATION 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 Karnataka State Warehousing Corporation works for the next 10 (Ten) years.
2. 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 Karnataka State Warehousing Corporation will be out-rightly rejected.

* Interested bidders can view detailed tender notice and download Tender Document free of cost from the above mentioned websites.
* Bidders who wish to participate in online tender have to register with the website through the **“new user registration”** link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
* 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 e-procurement helpdesk.

Managing Director

**To be submitted in excel format only)**

**FORM ‘A’**

**(TECHNICAL BID)**

**Tender for Installation of Mobile/Telecom Tower :**

From :

Name of the Tenderer : -----------------------------------------------------------------

Full Address : -----------------------------------------------------------------

-----------------------------------------------------------------

To

Managing Director

Karnataka State Warehousing Corporation

General Office

Bangalore

Sir,

Sub :- Installation of Mobile/Telecom Tower at SWC \_\_\_\_\_\_\_\_\_\_\_\_\_.

I/We undersigned hereby submit my/our Tender for installation of Mobile/Telecom Tower at Karnataka State Warehouses, at Annexure-I, 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/Telecom Tower at Karnataka State Warehouses, as at Annexure-I and agree to fully abide by them.

**This list of documents enclosed:**

1. Address of the tenderer.
2. Past Experience/ The bidder should have minimum three years experience in the field of installation of mobile towers.
3. Copy of the partnership deed and incorporation deed in India (in case of partnership firm)
4. Copy of the memorandum and articles of association (in case of company).
5. EMD may be paid online through Credit/Debit Cards or NEFT/RTGS or NET banking or

Direct Debit as per the NIT, details and proof of payment to be uploaded.

1. Copy of valid GST registration Certificate
2. Turn over certificate for last three years (10 times of estimated contract value)
3. Affidavit on non-judicial stamp of appropriate value stating that the firm was not

debarred/blacklisted at any time by any organization.

Yours faithfully,

Name and address of the bidder

**Tender No. KSWC/ Com-4** /Mobile Tower/ /2022-23 dated 15.05.2022

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

This agreement made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_2022 between Managing Director KSWC, hereinafter referred to as the KSWC. (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) ,KSWC will allot space of ---------sq. mt. to licensee for installation of Mobile/Telecom Tower at SWH ---------- of which the entire amount will be paid in advance before the commencement of license & for subsequent year the license fee will have a 5% increase over the previous years license fee. Service Tax shall be payable at applicable rate from time to time, if any. The payment will be made annually in advance.

1. KSWC hereby permit the said licensee for installation of Mobile/Telecom Tower at SWH,\_\_\_\_\_\_\_\_\_\_ for the monetary transaction on the terms and conditions herein after 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.
2. 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 ground accommodation measuring \_\_\_\_\_\_\_\_ sq. Meter. KSWC 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.
3. 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 installation of Mobile/Telecom Tower and shall a Tenderer by the rule/law of land,in force, relating to installation of Mobile/Telecom Tower.
4. That the license unless cancelled in terms of the provision hereinafter contained shall remain in force for a period of **ten** years commencing from \_\_\_\_\_\_\_\_\_ (Date of

Commencement) to \_\_\_\_\_\_\_\_ (Date, after Ten years).

1. That the licensee shall not assign, transfer, mortgage, sublet the privilege conferred

under this agreement.

1. 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.
2. 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.
3. 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.
4. 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.
5. KSWC 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, KSWC is not satisfied with the reply of the Company and/or the company does not rectify any breach within the time given by KSWC then KSWC may cancel the contract.
6. The Licensee will in no case sub-contract and/or transfer the whole or part of the contract to any other person or firm.
7. 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. KSWC shall provide 24x7 access to the allotted location to the Company without any hindrance. KSWC 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 KSWC will be considered as a breach of contract. If found so, KSWC 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.
8. The company shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the RM, KSWC 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.
9. The premises will be normally allotted to the tenderer who offers the highest amount of License Fee. However, the RM, KSWC reserve the right to reject the highest offer or all the offers without assigning any reason.
10. The allotment of site will be cancelled immediately, if the Licensee found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside & near by the allotted site.
11. In the case of dispute regarding unsatisfactory services by the contractor, decision of

KSWC will be final and binding.

1. 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 General Manager in this regard will be final.
2. KSWC based on the request of the tenderer would consider providing separate Electricity connection.
3. The licensee shall arrange/obtain all necessary clearances/formalities form all other

concerned statutory authorities to establish the mobile/Telecom tower.

1. Initially, the offered price by the successful Tenderer shall be for\_\_\_\_ sq. mt. area only and during the contract period if the successful Tenderer require additional area, if available and KSWC permits, then the current Licensee Fee will be revised/enhanced in the same proportion.
2. That the land for installation of installation of Mobile/Telecom Tower will be provided by KSWC 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, KSWC 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.
3. That the licensee shall allow the KSWC officials free access at all time, to the said land and shall whenever so requested by the KSWC forthwith pull down or replace any structure which the KSWC shall consider to be improperly situated.
4. That the Licensee has to provide their own security and KSWC shall not be liable for any loss or damage whatsoever caused to the property belonging to the licensee stacked on the land hereby licensed.
5. 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.

1. KSWC also reserves the right to determine the contract forthwith in the event of

Unsatisfactory performance of the licensee.

1. That the licensee shall be governed by the rules, regulation , installation of mobile/Telecom tower policy and instructions of KSWC 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.

1. That licensee had deposited Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ (three 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

KSWC.

1. KSWC 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 KSWC’s dues are cleared.
2. KSWC 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 KSWC, the KSWC shall pay the compensation for the same which will be determined by the KSWC 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 KSWC, the KSWC, 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 KSWC.
3. 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 KSWC.
4. After expiry of the licensed period, the licensee should immediately vacate the plot and hand over the possession to the KSWC 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, KSWC shall be entitled to recover without prejudice to other right of the KSWC 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.
5. 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 KSWC shall be deemed tobe sufficiently served if delivered at General Office of KSWC or sent by the registered post.
6. KSWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.
7. KSWC reserves the right for deduction of KSWC due from contractor’s security amount on the following grounds :-
   1. Any amount imposed by KSWC as fine under the penalty clause.
   2. Any amount which KSWC becomes liable to the Govt./ Third party on the behalf of any default of the contractor or any servant/agent.
   3. Any payment/fine made under the order/judgement of any court/ forum or lawen forcing agency or any person working on his behalf.
8. The court of Bangalore have jurisdiction to decide any dispute arising out of or in

respect of the contract.

1. That this agreement shall remain in force for a period of ten years unless determined under any provision herein after.
2. Provided that it shall be always lawful for the KSWC to terminate the agreement at anytime 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.
3. 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 KSWC 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.
4. 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 KSWC in the original condition without any object or opposition.
5. The contractor shall comply with all the provision of Labour Laws and Rules made there under and the contractor also indemnifies the KSWC for any loss and damages suffered due to violation of above provisions.
6. Licensee will be liable for damages upto Rs. 5,000/- per default on the following :
   1. Late payment of KSWC dues upto 10 days.
   2. Dishonoring the cheques/Drafts.
   3. Any staff of licensee found in drunken condition/indulging in bad conduct.
   4. Any staff of the licensee found creating nuisance on duty.
7. 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.
8. The KSWC 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.
9. Amendment/ modifications made in the Policy of installation of installation of Mobile/Telecom Tower of KSWC from time to time will automatically be applicable.

1. The successful contractor/Tenderer will have to submit a structural stability certificateof all the buildings (which offered to them for installation of Mobile/Telecom Tower) from any IIT/CPWD or PWD Empanelled 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.
2. 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, Karnataka State Warehousing Corporation, Bangalore. 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 Karnataka State 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, Karnataka State Warehousing Corporation, Bangalore 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.

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

for Karnataka State Warehousing Corporation

Managing Director

Witness :

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for Licensee by

(Authorized Signatory)

Witness :

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2.**

**FORM ‘B’**

**(FINANCIAL BID)**

**Date:**

|  |  |  |
| --- | --- | --- |
| **Name of Warehouse Center** | **Address** | **Rate/ Sq.mtr/month**  **(in Indian Rupees )** |
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Name and seal of the Company