

CORRIGENDUM 1

REQUEST FOR PROPOSAL for OPERATION, MAINTENANCE AND MANAGEMENT OF WAREHOUSE AT IIE PANTNAGAR, UTTARAKHAND

NIT No.: 146/SHDCUL/23-24

S. No.	RFP Page No.	Clause Number	Existing Clause			Modified Clause		
			S. No.	Event Description	Time and Date	S. No.	Event Description	Time and Date
1	3	NIT	4	Last date and time for uploading of proposals in e-Procurement platform	Up to 14:00 on 19.02.2024	4	Last date and time for uploading of proposals in e-Procurement platform	Up to 14:00 on 29.02.2024
			5	Last date and time for submission of hard copy of required documents (Original documents)	Up to 14:00 on 19.02.2024	5	Last date and time for submission of hard copy of required documents (Original documents)	Up to 14:00 on 29.02.2024
			6	Time and date for opening of Technical Proposals	at 16:00 on 21.02.2024	6	Time and date for opening of Technical Proposals	at 16:00 on 29.02.2024
			7	Time and date for opening of Financial Proposals	To be intimated later.	7	Time and date for opening of Financial Proposals	To be intimated later.
2	6	1. Data Sheet	S. No.	Head	Details	S. No.	Head	Details
			1.	Period of License	10 years from execution of License Agreement	2.	Period of License	10 years from the date of handing over of the constructed warehouses to the Licensee. The License period may further be extended for another 5 years subject to satisfactory performance of the Licensee and at sole discretion of the Authority.
3	27	5.13.2	Annual License Fee (i) The Licensee shall pay the quoted Annual License Fee plus applicable GST, throughout the license period, which shall be escalated at the rate of 5% every year on			Annual License Fee (i) The Licensee shall pay the quoted Annual License Fee plus applicable GST, throughout the license period, which shall be escalated at the rate of 5% every year on		

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			<p>compounding basis i.e., after completion of every one year of services.</p> <p>(ii) For the first year, the Annual License Fee shall be paid on or before the date of signing of License Agreement. For every subsequent year, Annual License Fee needs to be paid on or before the date of anniversary of signing of License Agreement.</p>	<p>compounding basis i.e., after completion of every one year of services.</p> <p>(ii) The quoted Annual License Fee shall be paid in 4 equal instalments on quarterly basis, throughout the license period.</p> <p>(iii) For the first year, the first quarterly instalment shall be paid on or before the date of handing over of the constructed warehouses to the Licensee. Subsequent quarterly instalments shall be paid in advance for all successive quarters.</p>
4	28	5.13.3	<p>Annual Rent</p> <p>(i) Annual Rent: The Licensee shall pay an Annual Rent of Rs. 1.29 Lakhs (i.e., @ INR 5.0 per sq.mt. of the total land area) plus applicable GST, throughout the license period.</p> <p>(ii) The Annual Rent shall be payable in advance or before the 30th day of April every year for that financial year, from the date of signing of License Agreement for the demised land. For current year in which the License Agreement is signed, the Annual Rent shall be computed on pro rata basis till 31st March of current financial year and shall be paid on or before signing of License Agreement.</p>	<p>Annual Rent</p> <p>(i) Annual Rent: The Licensee shall pay an Annual Rent of approx. Rs. 1.29 Lakhs (i.e., @ INR 5.0 per sq.mt. of the total land area) plus applicable GST, throughout the license period.</p> <p>(ii) The Annual Rent shall be payable in advance or before the 30th day of April every year for that financial year, from the date of handing over of the constructed warehouses to the Licensee. For the year in which the constructed warehouses are handed over to the Licensee, the Annual Rent shall be computed on pro rata basis till 31st March of that financial year and shall be paid on or before the date of handing over of the constructed warehouses to the Licensee.</p>

S. No.	Draft License Agreement Page No.	Clause Number	Existing Clause	Modified Clause
1	4	1 Draft License Agreement	b) Based on the Bid Applications received from Bidders, successful bidder M/s _____ (Name of Licensee/ successful bidder) has been selected for assigning licensing rights of 2 (two) Built-Up Warehouses measuring built-up area of _____ sq.mt. each along with total site area measuring _____ sq.mt., on “as is where is basis” to the “Licensee” . The premises together with all the structures, fixtures and fittings (if any) including electrical installation therein and appurtenant thereto for its commercial use, for a period of 10 (ten) years commencing from date of signing of License Agreement, on the payment of Annual License Fee amounting to INR _____ (in words Rupees _____ only) which shall be escalated at the rate of 5% every year on compounding basis i.e., after completion of every one year of services, excluding applicable GST thereon as applicable to be paid by Licensee.	b) Based on the Bid Applications received from Bidders, successful bidder M/s _____ (Name of Licensee/ successful bidder) has been selected for assigning licensing rights of 2 (two) Built-Up Warehouses measuring built-up area of _____ sq.mt. each along with total site area measuring _____ sq.mt., on “as is where is basis” to the “Licensee” . The premises together with all the structures, fixtures and fittings (if any) including electrical installation therein and appurtenant thereto for its commercial use, for a period of 10 (ten) years commencing from date of handing over of the constructed warehouses to the Licensee, on the payment of Annual License Fee amounting to INR _____ (in words Rupees _____ only) which shall be escalated at the rate of 5% every year on compounding basis i.e., after completion of every one year of services, excluding applicable GST thereon as applicable to be paid by Licensee.
2	7	2 Definitions and Interpretation	“License Period” means the period beginning from the date of signing of License Agreement and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of this Agreement.	“License Period” means the period beginning from the date of handing over of the constructed warehouses to the Licensee and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of this Agreement.
3	7	2 Definitions and Interpretation	“License Termination Date” means the end of the license period from the date of signing of License Agreement or date of sooner determination of the license period in accordance with the terms of this Agreement whichever is earlier.	“License Termination Date” means the end of the license period from the date of handing over of the constructed warehouses to the Licensee or date of sooner determination of the license period in accordance with the terms of this Agreement whichever is earlier.
4	10	3.1 License Commencement	(iii) The License Period of 10 (ten) years shall commence from the date of signing of the License Agreement	(iii) The License Period of 10 (ten) years shall commence from the date of handing over of the constructed

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		and Tenure	("Commencement Date").	warehouses to the Licensee ("Commencement Date").
5	11	3.2 License Fee	<p>i. The annual license fee of Rs. _____/- (Rupees _____ only) plus GST ("License Fee") as applicable shall be paid on a yearly basis in advance to Licensor as per payment terms and as shown in the Letter of Award issued to _____ vide letter no. _____ dated _____ duly accepted by the Licensee. The Licensee shall make payment of advance Yearly License Fee to Licensor by E-mode i.e., RTGS/NEFT & DD and intimate the Licensor as per format in Appendix-III.</p> <p>ii. For the first year, the Annual License Fee for Warehouse shall be paid on or before the date of signing of License Agreement.</p> <p>iii. For every subsequent year, Annual License Fee needs to be paid on or before the date of anniversary of signing of License Agreement.</p> <p>iv. There shall be an annual increment of 5% on the last paid license fee excluding applicable GST thereon as applicable paid by the Licensee.</p> <p>vi. Delay in payment of License Fee: In case of failure to deposit the License Fee by the due date every year, an interest of 12% (twelve percent) per annum shall be levied on the amount of license fee outstanding after the due date. The Interest shall continue to accrue on a monthly compounding basis till all the payable amount of License Fee are finally squared up. Such interest shall be charged on the outstanding dues for the actual day(s) of delay in the payment.</p>	<p>i. The annual license fee of Rs. _____/- (Rupees _____ only) plus GST ("License Fee") as applicable shall be paid on a quarterly basis in advance to Licensor as per payment terms and as shown in the Letter of Award issued to _____ vide letter no. _____ dated _____ duly accepted by the Licensee. The Licensee shall make payment of advance Yearly License Fee to Licensor by E-mode i.e., RTGS/NEFT & DD and intimate the Licensor as per format in Appendix-III.</p> <p>ii. The quoted Annual License Fee shall be paid in 4 equal instalments on quarterly basis, throughout the license period. For the first year, the first quarterly instalment shall be paid on or before the date of handing over of the constructed warehouses to the Licensee.</p> <p>iii. Subsequent quarterly instalments shall be paid in advance for all successive quarters.</p> <p>iv. There shall be an annual increment of 5% on the license fee excluding applicable GST thereon as applicable paid by the Licensee.</p> <p>vi. Delay in payment of License Fee: In case of failure to deposit the License Fee by the due date, an interest of 12% (twelve percent) per annum shall be levied on the amount of license fee outstanding after the due date. The Interest shall continue to accrue on a monthly compounding basis till all the payable amount of License Fee are finally squared up. Such interest shall be charged on the outstanding dues for the actual day(s) of delay in the payment.</p>

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6	12	3.3 Annual Rent	<p>i. The Licensee shall pay an Annual Rent of Rs. 1.29 Lakhs (i.e., @ INR 5.0 per sq.mt. of the total land area) plus applicable GST, throughout the license period.</p> <p>ii. The Annual Rent shall be payable in advance or before the 30th day of April every year for that financial year, from the date of signing of License Agreement for the demised land. For current year in which the License Agreement is signed, the Annual Rent shall be computed on pro rata basis till 31st March of current financial year and shall be paid on or before signing of License Agreement.</p> <p>iii. In case, Annual Rent is not paid in advance by the Licensee, on or before the 30th day of April for all subsequent years, the same shall carry interest @ 12% from the 30th day of April, till such rent is received by the Licensor. At the discretion of the Licensor, such amount in default, can be recovered from the Licensee Performance Security.</p>	<p>i. The Licensee shall pay an Annual Rent of approx. Rs. 1.29 Lakhs (i.e., @ INR 5.0 per sq.mt. of the total land area) plus applicable GST, throughout the license period.</p> <p>ii. The Annual Rent shall be payable in advance or before the 30th day of April every year for that financial year, from the date of handing over of the constructed warehouses to the Licensee. For the year in which the constructed warehouses are handed over to the Licensee, the Annual Rent shall be computed on pro rata basis till 31st March of that financial year and shall be paid on or before the date of handing over of the constructed warehouses to the Licensee.</p> <p>iii. In case, Annual Rent is not paid in advance by the Licensee, on or before the 30th day of April for all subsequent years, the same shall carry interest @ 12% from the 30th day of April, till such rent is received by the Licensor. At the discretion of the Licensor, such amount in default, can be recovered from the Licensee Performance Security.</p>
