

LEASE OF BUILT-UP WORKSHOP SPACE
near
ISBT, BHUBANESWAR
REQUEST FOR PROPOSAL



November 2023

RFP No. 45850/BDA, 01.11.2023



Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg
Bhubaneswar – 751001

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Bhubaneswar Development Authority (the “**BDA**”) or any of their employees or Advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the BDA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial proposals pursuant to this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the BDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the BDA, its employees, or Advisors to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The BDA, its employees and Advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The BDA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP. The BDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the BDA is bound to select a Bidder or to appoint the Preferred Bidder or Lessee for the Project and the BDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The BDA reserves all the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid / Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BDA, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

SECTION 1 - INVITATION FOR PROPOSALS

Madam/ Sir,

- 1.** The **Bhubaneswar Development Authority (BDA)** is in possession of the modern and well-equipped **Built-up Workshop Space**, near the Inter State Bus Terminal, Bhubaneswar at Baramunda.
- 2.** The plot of land measuring **40 Meters x 17 Meters** has been developed by the BDA as a Workshop Space for Buses plying at the ISBT with adequate parking area in-front of the Workshop.
- 3.** BDA is desirous of handing over the Built-up Workshop Space (without internal furniture, fixtures, and equipment) to a Private Sector Partner to own and operate the facility, with highest levels of safety and convenience for the customers, for a lease period of 15 years.
- 4.** Additionally, the Lessee will have the exclusive Bus Washing rights at ISBT at the rates approved by the Authority.
- 5.** In view of above, BDA invites Proposals comprising Capability Statement (Qualification Documents) and Financial Proposals from reputed and interested parties whereby the Bidders would be required to meet the prescribed threshold qualification & financial capability criteria and, eventually, qualify for opening of their Financial Proposals as set out in this RFP document.
- 6.** The Capability Statement (Qualification Documents) shall be opened and scrutinized. Financial Proposals of only those Bidders whose Capability Statement are adjudged responsive, as per the terms of the RFP, shall be opened for eventual identification of the Preferred Bidder in accordance with terms thereof.
- 7.** This is a sealed envelope bidding process where the separate sealed envelopes for Capability Statement (Qualification Documents) and Financial Bid has to be submitted in the sealed bid submission envelope as described in the RFP.
- 8.** This Request for Proposal (RFP) document for the project comprises of:

VOLUME I	Section 1	Invitation for Proposals
	Section 2	Project Information Memorandum
	Section 3	Bid Summary
	Section 4	Capability Statement (Qualification Documents)
	Section 5	Terms & Conditions
	Section 6	Financial Bid

	Annexure B1	Format for General Information
	Annexure B2	Format for Financial Summary
	Annexure B3	Relevant Experience
VOLUME II	Draft Lease Deed	

9. Interested parties may obtain the RFP Document from the above-mentioned websites and must submit the Bid along with a non-refundable Bid Processing Fee of Rs. 11,800/- (Eleven Thousand Eight Hundred Only) (including 18% GST) as prescribed in the RFP failing which the Proposal will be rejected.
10. The Capability Statement & Financial Bids including all subsequent correspondences should be addressed to:
The Secretary
Bhubaneswar Development Authority
E: bdabbsr1983@gmail.com; secretarybdabbsr@gmail.com
with the subject line: “**Lease of Workshop Space near ISBT, Bhubaneswar**”
11. The primary objective of the Concession granted under the Lease Deed will be to ensure efficient Management, Marketing, Operation and Maintenance of the Workshop Space with the highest quality standards of maintenance and safety, thus ensuring convenience to the Bus Operators. The Preferred Bidder (herein after referred to as ‘**Lessee**’) will operate the Workshop Space in accordance with and as per the Performance Standards and guidelines set in the Lease Deed. Additionally, the Lessee will have the exclusive Bus Washing rights at ISBT at the rates approved by the Authority.
12. The Concessionaire would receive rights for making additional investments in the form of movable assets, upgrading, and developing the workshop, market, operate and maintain the workshop during the period of lease.
13. Subject to and in accordance with the terms of the Concession Agreement, the broad scope of work of the Lessee would include:
 - (a) Operation and maintenance of the Workshop Space in the most efficient manner and in accordance with the guidelines provided by the BDA related to service quality, discipline, and promptness.
 - (b) Ensure the highest standards of quality, efficiency, and safety for the customers and vehicles.
 - (c) Collect user-charges from users of the Workshop Facility.
 - (d) Collect user-charges from users of the Bus Washing Facility inside ISBT.
 - (e) Pay Annual Lease Rental in advance to BDA in the manner specified in the Lease Deed.
14. Interested Bidders may obtain further information from the office of:
The Secretary, Bhubaneswar Development Authority

15. The interested Parties are required to submit their completed Proposals latest by **16:00 Hrs, of 30 November 2023**. If the Proposal submission date is/declared a holiday, the next working day, with same time, will be considered as the last date of submission of the Proposal.
16. BDA will not be responsible for any delay, loss, or non-receipt of RFP document. Further, BDA reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.
17. The Financial Proposals will be opened at the office of Secretary, Bhubaneswar Development Authority in the presence of the Bidders' representatives who choose to attend the same. The date of opening of Financial Bids will be communicated to successful bidders.
18. Neither the BDA or their Advisors shall be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of proposals, including costs and expenses related to visits to the sites. BDA reserves the absolute right to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
19. A Pre-Proposal Conference will be organized by BDA wherein prospective bidders, or their duly authorized representatives, shall be eligible to participate in the Pre-Proposal Conference. The Pre-Proposal Conference shall be held at **12:00 Hrs. on 16 November 2023** at the Conference Room, 1st Floor of the Bhubaneswar Development Authority.
20. Bidders would be required to submit the proposals as per the formats provided in Section 4 (including Annexure B1 – B3) and Section 6 in manner specified herein:

The proposal shall be submitted in two parts:

Part A – Capability Statement

Part B - Financial Proposal

The Capability Statement (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A:

Capability Statement for “SELECTION OF AGENCY FOR LEASE OF WORKSHOP SPACE NEAR ISBT, BHUBANESWAR”

Part-B:

Financial proposal for “SELECTION OF AGENCY FOR LEASE OF WORKSHOP SPACE NEAR ISBT, BHUBANESWAR”

Both the above envelopes i.e. envelope for Part-A and envelope for Part-B must be packed in a separate sealed outer cover and clearly marked with the following on the top of the envelope:

Proposal for “SELECTION OF AGENCY FOR LEASE OF WORKSHOP SPACE NEAR ISBT, BHUBANESWAR”

The inner and outer envelopes shall be addressed to The Secretary, BDA, Bhubaneswar at the following address:

**The Secretary
Bhubaneswar Development Authority,
Akash Shova Building, Sachivalaya Marg
Bhubaneswar, Odisha – 751001**

- 21.** If the outer envelope is not sealed and marked as mentioned above, then BDA will assume no responsibility for the proposal’s misplacement or premature opening.
- 22.** The date of opening of Financial Proposals will be communicated in writing only to those bidders whose Capability Statement is assessed and adjudged to be responsive as per the terms of the RFP.
- 23.** Schedule of bidding process:
 - i. Issue of RFP – 02.11.2023
 - ii. Pre-Bid Meeting – 16.11.2023 at 12 noon
 - iii. Date of Submission of Technical & Financial Bids – 30.11.2023 at 4 pm
 - iv. Date of opening of Capability Statement – 30.11.2023 at 5 pm
 - v. Date of Opening of Financial Bid – to be intimated.

**Secretary
Bhubaneswar Development Authority**

SECTION 2 – PROJECT INFORMATION MEMORANDUM

LOCATION:

The 'Workshop Space' is located at the erstwhile Baramunda Bus Stand, which will be converted into an Idle Parking Space for Buses once the Bus Terminal is shifted to the ISBT. The configuration of the Workshop includes:

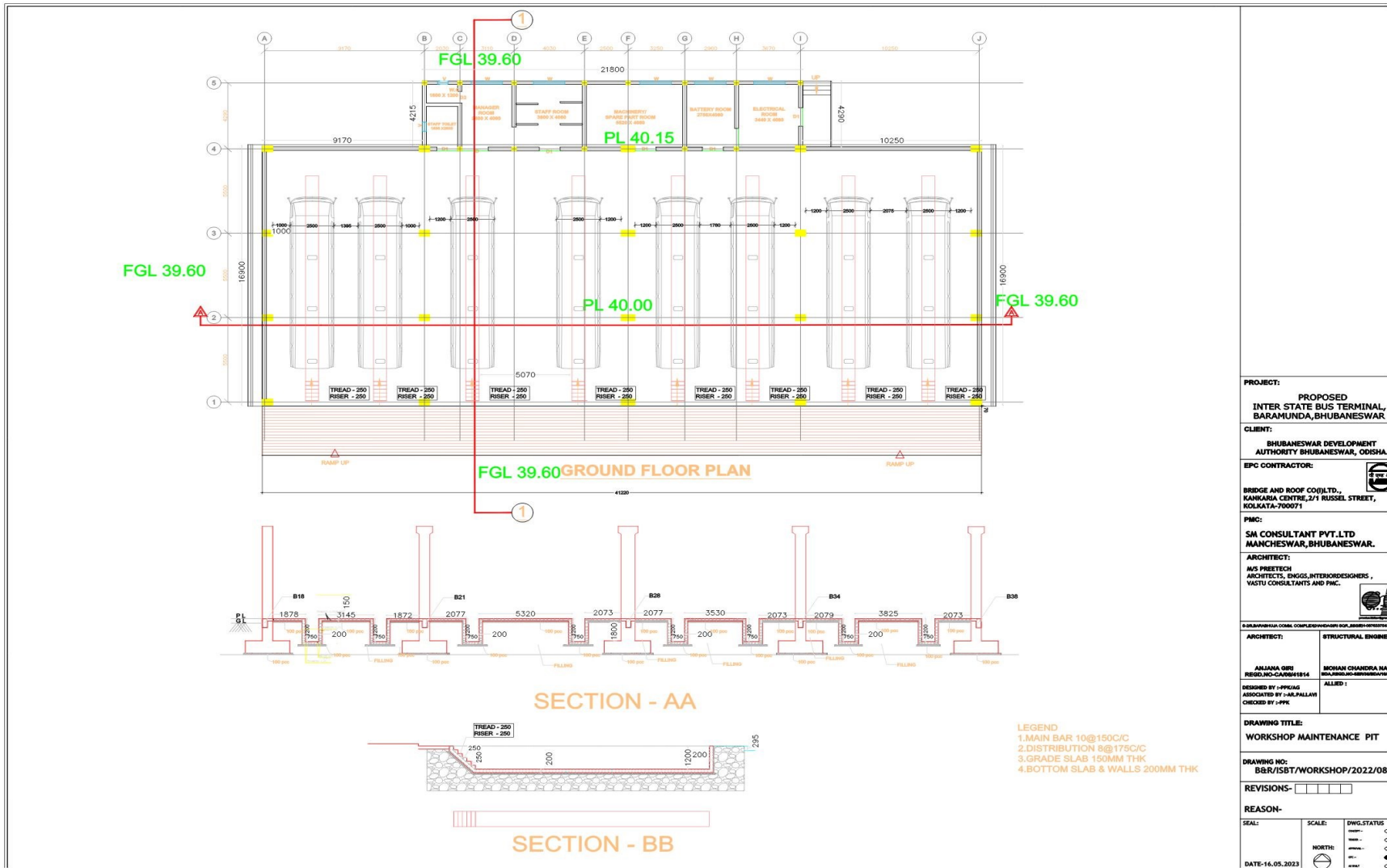
SL. NO.	FLOOR	COMPONENTS
1	DIMENSION & AREA	40 meters x 17 meters 680 Sq. Meters (7319.5 Sq. Ft)

This apart the property is equipped with:

- a)** Manager Room
- b)** Staff Room
- c)** Machinery/Spare Parts Room
- d)** Battery Room
- e)** Electrical Room
- f)** Toilet
- g)** Eight (8) numbers of repairing bays to service 8 buses simultaneously.



PLAN OF THE WORKSHOP



SECTION 3: BID SUMMARY

1.	NAME	Marketing, Operation and Management of the Workshop Space
2.	LOCATION	Baramunda, Bhubaneswar, Odisha
3.	NODAL AGENCY	Bhubaneswar Development Authority (BDA)
4.	PROJECT COMPONENTS	<ul style="list-style-type: none"> i. Strengthening of the facility through investment towards movable assets. ii. Operating the Workshop Space during the tenure of Lease. iii. Handover the property to BDA on as-is condition after the tenure of lease. iv. Bus Washing rights inside the newly constructed ISBT, Bhubaneswar.
5.	BUILT-UP AREA	680 Sq. Mtrs
6.	OPERATION GUIDELINES	<p>It is the responsibility of the Lessee to acquaint themselves with the norms, discipline, and operation guidelines of the Workshop Space, in addition to the information provided in this RFP.</p> <p>The Lessee will operate the property strictly as per such guidelines, considering that non-compliance may lead to a reason for termination of the Lease.</p>
7.	LEASE FORMAT	15 years (renewable on mutually agreed terms) from the date of signing of the Lease Deed
8.	BID PARAMETER	<p>The Bidder must quote the Annual Lease Rental for Year 1 – X (say)</p> <p>The Lease Rental to escalate at 10% every 5 years. Thus, Annual Lease Rental: Year 1 to Year 5: X Annual Lease Rental: Year 6 to Year 10: 1.1X Annual Lease Rental: Year 11 to Year 15: 1.21 X</p> <p>The Bidder quoting the Maximum 'Annual Lease Rental for Year 1' will be identified as the 'Preferred Bidder' and issued the Letter for Intent (LoI), invited for fulfilling the statutory requirements and sign the Lease Deed.</p> <p>N.B: <u>All the above payments to be made by</u></p>

		<u>Selected Bidder will be subject to applicable taxes including GST.</u>
9.	BUS WASHING RIGHTS INSIDE THE ISBT, BHUBANESWAR (newly constructed)	<p>In addition to the Workshop facility, the lessee will have the exclusive Bus Washing rights inside the ISBT. The charges for Bus Washing will not exceed the following:</p> <ul style="list-style-type: none"> · Full Washing including interiors and underbody – INR 250/- per wash. · Exterior Washing only – INR 150/- per wash. <p>These rates may be escalated by a maximum of 5% per annum.</p>
10.	RESERVE PRICE	<p>The Minimum Annual Lease Rental for Year 1 that will be accepted by the Bhubaneswar Development Authority is INR 24,00,000/- (Indian Rupees Twenty-Four Lakhs only). Bidders quoting below this amount will be summarily disqualified.</p>
11.	PAYMENT OF ANNUAL LEASE RENTAL	<p>The Lease Rental for the year will be paid in advance to the BDA at the start of the year. E.g.:</p> <ul style="list-style-type: none"> i. The Lease Rental for Year 1 will be paid before signing the Lease Deed ii. The Lease Rental for Year 2 will be paid within 7 days of the 13th month. iii.
12.	BID SUBMISSION	<ol style="list-style-type: none"> 1. Capability Statement as per Section 4 2. Financial Bid as per Section 6
13.	CONDITIONS OF PARTICIPATION	<ul style="list-style-type: none"> i. The Bidder must be a Single Entity. Consortium is not allowed for this bid. ii. Companies and firms registered under the Companies Act, Partnership firms and Proprietorship firms shall be allowed to participate in the bidding process. iii. Bidder to demonstrate financial and implementation Capability to execute project.
14.	BID EVALUATION	<p>Capability Statement: General Documentation: Pass/Fail.</p> <p>Financial Bid: Highest Annual Lease Rental for Year 1 (described earlier)</p>

15.	BID PROCESSING FEE	Non-refundable Bid Processing Fee of Rs. 11,800/- (Eleven Thousand Eight Hundred Only) (including 18% GST) in the form of a Demand Draft in favor of “Secretary, Bhubaneswar Development Authority”, payable at Bhubaneswar.
16.	BID VALIDITY	180 days from the last date of submission of bid
17.	PERFORMANCE SECURITY	10% of the ‘Lease Rental of respective Year’ to be provided Annually in advance, within first 7 days of the respective year in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial/nationalized bank in India in favour of “Secretary, Bhubaneswar Development Authority”, payable at Bhubaneswar.
18.	RELEASE OF PERFORMANCE SECURITY	The Performance Security of the elapsed Year will be returned to the Lessee on receipt of the fresh Performance Security of the commencing year. Thus, the Performance Security will be rolling Bank Guarantee to be furnished at the beginning of every year.
19.	BIDDER’S DEFAULT – BEFORE SIGNING OF LEASE DEED	<ul style="list-style-type: none"> • Cancellation of Letter of Intent (LoI) • No compensation to be paid by BDA/ Authorized representative/ Advisors.
20.	LESSEE’S DEFAULT – AFTER SIGNING OF LEASE DEED	<ul style="list-style-type: none"> • Forfeit Performance Security • Forfeit the Lease Rental paid as on that date. • No compensation to be paid by BDA. • Cancellation of Lease Deed or keep the option of a substitute party to be responsible for any compensation to the Lessee at the discretion of BDA.
21.	ASSUMPTIONS	1 acre=4046.85 Sq.m 1 Sq.m=10.763 Sq.ft

SECTION – 4: CAPABILITY STATEMENT (QUALIFICATION DOCUMENTS)

‘Cover I: Capability Statement’ shall contain the following:

- A. General information of the Bidder
 - Details of the place of incorporation, registered office (or its equivalent), current directors, key management personnel and principal shareholders, legal jurisdiction, principal country where assets are located, and, where the Bidder is a subsidiary company, the details of the Bidder’s status as a subsidiary together with the name, registered office (or its equivalent), current directors and principal shareholder of its immediate and all superior holding companies.
 - Contact Details comprising name, address, telephone numbers, e-mail address of the Bidder and the names and titles of the people who are the principal contact persons shall be provided.
This information is to be provided as per Annexure B1 of Cover I.
- B. Financial Qualifications (to meet the Eligibility Criteria)
 - The Bidders shall submit their Financial Qualifications/Data as per Annexure B2 of Cover I certified by a Chartered Accountant (Registration details required)
 - The Bidders shall be required to submit Audited Financial Statements/ Balance Sheets financial year 2022-23 in support of the above, as attachments to the Annexure B2. Financial Year shall mean from 1st April till 31st March.
- C. Experience Qualifications (to meet the Eligibility Criteria)
 - Relevant Experience: Details shall be furnished as per Annexure B3 of Cover I.
 - Experience Certificates duly attested.

SECTION 5: TERMS & CONDITIONS

1. A bidder can be an individual or proprietor or Company or Partnership Firm registered under relevant acts supporting identity documents need to be submitted.
2. **TECHNICAL ELIGIBILITY**
The bidder must have Operation Experience of operating a Motor Workshop for at least two (2) years between 2021-22 to 2022-23.
3. **FINANCIAL ELIGIBILITY**
The bidder must have an Annual Financial Turnover of at least INR 50 Lakhs as on 31 March 2023. Certificate from Chartered Accountant (*with Registration details*) to be enclosed.
4. **TENURE OF LEASE**
The initial term shall be for 15 years from signing of Lease Deed which shall be renewed further annually on mutually agreed terms and conditions with first right of refusal with Bhubaneswar Development Authority.
5. **PURPOSE OF THE LEASE**
The bidder shall use the premises for Workshop purposes only and not limited to repair of tyres/bus, puncture services, engine, and body repair etc. and shall not sublet any part or whole of the scheduled premises nor use it for any other purposes.
In addition to the Workshop facility, the lessee will have the exclusive Bus Washing rights inside the newly constructed ISBT.
6. **LEASE RENTAL**
The bidder shall pay the annual lumpsum lease rental. The Reserve Price for Annual Lease Rental is INR 24 Lakhs only.
Apart from the above captioned Annual Lease Rental the selected bidder shall pay GST and any other taxes etc. Any increase or decrease on area during handover then the monthly Rent shall be amended on prorata basis. Bidder must quote above the reserve price.
The rental payment as described above is payable monthly in advance, by the 7th day of the first English Calendar Month of respective Year.
7. **ENHANCEMENT**
The annual rent shall increase by 10% after completion of every 5 years.
8. **BID PROCESSING FEE**
A Non-refundable Bid Processing Fee of Rs. 11,800/- (Eleven Thousand Eight Hundred Only) (including 18% GST) in the form of a Demand Draft in favor of "Secretary, Bhubaneswar Development Authority", payable at Bhubaneswar.
9. **PERFORMANCE SECURITY**

10% of the 'Lease Rental of respective Year' to be provided Annually in advance, within first 7 days of the respective year in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial/nationalized bank in India in favour of "Secretary, Bhubaneswar Development Authority", payable at Bhubaneswar.

10. NON-PAYMENT OF RENT

The Lease Rental for the year will be paid in advance to the BDA at the start of the year.

E.g.:

- i. The Lease Rental for Year 1 will be paid before signing the Lease Deed
- ii. The Lease Rental for Year 2 will be paid within 7 days of the 13th month.

If the rental payment as set forth above or any part thereof shall remain unpaid for a period of One English calendar month after the days set forth above appointed for payment, it shall be lawful for BDA to re-enter and take possession of the scheduled premises without prejudice to any claim which either of the parties hereto may have against the others in respect of any breach, non-performance or non-observance of any of the covenants and conditions herein contained.

The performance security would be adjusted by BDA for any dues in such an event.

11. PAYMENTS OF UTILITY CHARGES

The successful bidder shall pay all the charges related to the electricity to the concerned authorities in time with effect from taking possession of the scheduled premises. If BDA pays any charges for the above during the subsistence of the agreement for the relevant period, BDA shall charge the same from the successful bidder. Non-payment of such expenses may be a ground for forfeiture of the performance security.

The bidder must procure electricity connection to the Workshop space at their own cost and initiative.

12. MAINTENANCE OF PREMISES

The successful bidder shall maintain the premises in good, working and usable condition at all times and replace such items as may be broken or lost at their own cost.

13. REPAIRS

Any repairs on the earmarked space shall be carried out by the successful bidder at its own cost.

14. ALTERATIONS

The successful bidder shall not make any structural additions, alterations, changes in fixtures and fittings if any, in or to the said premises without obtaining the written consent of BDA.

However, they can install movable assets as per their requirement.

15. RIGHT OF ENTRY

The Successful bidder shall permit BDA or their authorized representatives to inspect the scheduled premises and carry out repairs at reasonable times as and when necessary, provided an advance notice of at least 24 hours is given to the successful bidder.

16. TERMINATION AND NOTICES

Notwithstanding what is stated above, the executed agreement is terminable by both Party by giving 3 (three) English Calendar Months' notice in writing to each other.

17. DISPUTE RESOLUTION

Any dispute arising between the BDA and the successful bidder pertaining to this agreement is subject to the civil court jurisdiction of Bhubaneswar.

18. PEACEFUL POSSESSION

- i. BDA hereby covenants with successful bidder that on successful bidder paying the security deposit and rental payment as set forth above, hereby reserved and performing and observing covenants and conditions herein contained shall peacefully and quietly hold, possess, and enjoy the said premises during the said contract period.
- ii. The successful bidder agrees to abide by all the rules and regulations of the BDA. The successful bidder agrees to pay any breakage/damage of structure to the BDA.
- iii. The successful bidder agrees to pay the legal cost for the preparation and execution of the Lease Deed.

FORMAT FOR GENERAL INFORMATION

S. No	Particulars	Details
1.	Basic Information of Bidder	
a)	Name of Bidder	
b)	Status in the Project	Single Bidder
c)	Country of incorporation	
d)	Address of the corporate headquarters and its branch office(s), if any, in India	
e)	Date of incorporation and / or commencement of business	
f)	Ownership of the Organization (List of stakeholders / members who own 10% or more stocks & their interest in the company)	1. 2. 3.
g)	List of current directors/ owners	
2.	Brief description of the Company including details of its main lines of business.	
3.	Proposed role and responsibilities of the Company in ‘Operation and Management of the “Built-up Workshop Space” near ISBT Bhubaneswar’	
4.	Details of individual (s) who will serve as the point of contact/communication within the Company: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number	

Note: Consortium is not permitted for this bid.

COMPANY SEAL

SIGNATURE _____
NAME _____
DESIGNATION _____
COMPANY _____
DATE _____

FORMAT FOR FINANCIAL SUMMARY DATA

Turnover related data

A. Turnover Details

Financial Year	Turnover (INR)
31 March 2023	

Note:

- *Certified by Statutory Auditor or Chartered Accountant with Registration details mentioned.*
- *Audited Balance Sheets and Profit & Loss statements of the Bidder for the year 2022-23 shall be enclosed.*

COMPANY SEAL

SIGNATURE_____

NAME_____

DATE_____

RELEVANT EXPERIENCE

Operation Experience of a Motor Workshop (serving at least 100 Buses in a month) for at least five (5) consecutive years within the last 10 years (2013-14 to 2022-23)

1.	Name and location of the Workshop	
2.	Name of the Workshop	
3.	Total Built-up area Operated & Managed in Sq Ft	
4.	Project Components:	
5.	Annual Revenue in INR (2022-23):	
6.	Date of Incorporation:	
7.	Client Testimonials: i. Private Enterprise - at least 3 Client Testimonials ii. Authorized Workshop – testimonial from Principal Client	

Note:

- i. Certified by Statutory Auditor or Chartered Accountant with Registration details mentioned.
- ii. All the above information should be supported by documentary evidence.
- iii. Photograph of the existing Bus Servicing Workshop(s) to be enclosed.

COMPANY SEAL

Signature : _____
 Name : _____
 Designation: _____
 Company : _____
 Date : _____

SECTION 6: FINANCIAL BID

To
The Secretary
Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg
Bhubaneswar, Odisha – 751001

Sir,

Sub: **Financial Proposal – Operation and Management of the “Workshop Space” near ISBT Bhubaneswar**

1. Being duly authorised to represent and act on behalf of and having visited the site and examined the RFP Documents, Lease Deed, Technical Specifications and Performance Standards, Annexes, etc. including Addenda / Amendments to the above, for the execution of the above Project, we the undersigned offer to operate and maintain the “Workshop Space near ISBT, Bhubaneswar and Bus Washing Facility at the newly constructed ISBT” in conformity with the Lease Deed and Performance Standards, and all other documents comprising the RFP Documents.
2. We agree to abide by this Proposal for a period of 180 days from the date fixed for submission of the Proposals and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. The Lease Rental being offered by M/s to BDA are as follows:

Item	Amount in Indian National Rupees (INR) – <i>excluding applicable GST</i>
Annual Lease Rental for Year 1 for Operation, Management & Maintenance of the “Built-up Workshop Space near ISBT, Bhubaneswar and Bus Washing Facility at the newly constructed ISBT” on a 15-year Lease	

4. We recognise that the Lease Rental will be escalated at 10% after every 5 years. The Lease Rental is to be paid in advance at the beginning of the year along with the Performance Bank Guarantee (@ 10% of the Annual Lease Rental) for that year.
5. We agree that if our proposal is accepted, to pay the Lease Rental for Year 1 before Signing the Lease Deed. We also agree to furnish a Performance Bank Guarantee as specified in the bidding documents.

6. We agree that in case any variance in the area is found at the time of handing over possession, the Annual Lease Rental shall be adjusted on pro-rata basis.
7. We agree that the Bus Washing Facility will be operated with the following charges:
 - Full Washing including interiors and underbody – INR 250/- per wash.
 - Exterior Washing only – INR 150/- per wash.These rates may be escalated by a maximum of 5% per annum.
8. We acknowledge and agree to submission of an unconditional bid.

Signed

(for and on behalf of : Name of Bidder)

[Authorised signatory]

[Designation of Signatory]

[Common Seal]

Volume – II: DRAFT LEASE DEED

(Provisional, subject to addition/alteration/modification and before execution of Lease Deed)

DRAFT FORMAT OF LEASE OF WORKSHOP FOR OPERATION & MANAGEMENT OF THE “WORKSHOP SPACE” AT BHUBANESWAR

(Note : Condition specified in this draft format are subject to correction, variation and modification in case of contingencies if any required by BDA)

THIS INDENTURE (“Indenture”) is made and executed on this theday of .
.....

BETWEEN

The Bhubaneswar Development Authority constituted vide (hereinafter referred to as “**BDA**” or “**LESSOR**” which expression shall, where the context so admits be deemed to include its successors-in-interest and permitted assigns) of the FIRST PART

AND

....., a Company having its registered office at (hereinafter referred to as the “**LESSEE**” which Expression shall, where context so admits be deemed to include its successors in interest and assigns) of the OTHER PART

“BDA” and the “Lessee” are, where the context demands, individually referred to as “Party” and collectively as “Parties”.

WHEREAS the BDA is in possession of the “Workshop Space” near ISBT Bhubaneswar over more or lesssq. Mtrs of land bearing Mouza –, Khata, Plot No., and having a total built-up area of 680 Sq. Mtrs. The project comprises the hard assets, furniture, fixture, plant and machinery (as described in the Project Information Memorandum) including:

SL. NO.	FLOOR	COMPONENTS
1	DIMENSION & AREA	40 meters x 17 meters 680 Sq. Meters (7319.5 Sq. Ft)

This apart the property is equipped with:

a) Manager Room

b) Staff Room

- c) Machinery/Spare Parts Room**
- d) Battery Room**
- e) Electrical Room**
- f) Toilet**
- g) Eight (8) numbers of repairing bays to service 8 buses simultaneously.**

It has been acknowledged by the Lessor that the Demised property would be transferred to the Lessee for Operation and Management of the “Workshop Space” on the terms contained thereunder. The Lessor i.e. BDA will thus provide Lease hold rights for the specified assets to the Lessee in their favour.

Sub-Lease by the Lessee is not permitted under this Lease unless specifically approved in writing by the BDA i.e. Lessor.

Through this Indenture, BDA wishes to lease the Demised Workshop to the Lessee on the terms and conditions agreed between the Parties set out.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

That in consideration of the sum of INRper year (Indian Rupees) to be escalated at 10% every 5 years, the Lessee is granted Lease by the Lessor.

The Term of the lease is 15 years and will cease to exist on completion of 15 years from the date of execution of this Lease Deed.

That the Lessee and is permitted to install the required movable equipment, market the facility, identify prospective customers and provide repair and maintenance services to Buses at this workshop.

Additionally, the Lessee will have the exclusive Bus Washing rights inside the ISBT. The approved rates for bus washing should not exceed:

- Full Washing including interiors and underbody – INR 250/- per wash.
- Exterior Washing only – INR 150/- per wash.

These rates may be escalated by a maximum of 5% per annum.

The above are more explicitly described in the bidding documents.

BDA represents and warrants to the Lessee that:

- i. It has obtained the required approvals from the Government of Odisha and assigned to provide the leasehold rights to the Lessee for the demised property named the “Workshop Space”.

- ii. It has the clear and marketable rights of the Demised land and property, free from any encumbrances, for providing it on lease to the Lessee.
- iii. That the Demised Land and property is not subject to any mortgage, lien, charge or similar or other encumbrances.
- iv. There exist no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Demised Land and property. BDA shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term of the lease.
- v. BDA does not have any liability for any taxes or any interest or penalty in respect thereof, of any nature, that may become a lien against the Demised Land and property.
- vi. BDA is in compliance with all applicable laws in relation to the Leased Land and property such as can impact the Leasehold rights and seamless operation of the "Workshop Space".

Both Parties represent and warrant to each other for itself that:

- i. Execution of this Indenture will not violate any provision of its organisational documents.
- ii. Conflict with or result in any material breach or violation of any of the terms and conditions of or constitute (or with notice or lapse of time or both constitute) a default under, any agreement to which it is a party or by which it is bound.
- iii. Violate any court order, judgement, injunction, award, decree, or writ against, or binding upon it or upon its securities, properties or business.
- iv. Violate any law or regulation of India.

The Lessee covenants with BDA as follows:

- i. That it shall execute the Lease in conformity with the terms and conditions laid down by the Lessor i.e. BDA.
- ii. That, the Lessee or its agents shall during the Term hereof pay to BDA the annual rent of Rs. in advance for the respective year and on the days and in the manner fixed by BDA for this purpose from time to time and as per the escalation mentioned in this document.
- iii. That, the Annual Rent shall be escalated at 10% after every 5 years.

- iv. That the Lessee have the exclusive Bus Washing rights inside the ISBT. The approved rates for bus washing are:
- Full Washing including interiors and underbody – INR 250/- per wash.
 - Exterior Washing only – INR 150/- per wash.
- These rates may be escalated by a maximum of 5% per annum.
- v. That the Lessee shall hold and use the Demised Land and property i.e. the “Workshop Space” only for Bus Repair activities and activities permissible by the BDA.
- vi. That the Lessee shall during the said Term pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the Demised Land and property.
- vii. The Lessee will ensure that no additional construction on the Demised Land or property is undertaken unless specifically approved and advised by the BDA.
- viii. That the Lessee shall conform to all rules, regulations and by-laws of the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation or such other local authority for the area as may hereafter be constituted relating to roads, buildings, public health, environment, safety, convenience and sanitation which may for the time being be enforced.
- ix. That no act, shall be done or caused to be done on the Demised property or building which is likely to be or become a nuisance or a disparagement, annoyance or inconvenience to BDA or to the other inhabitants in the neighbourhood.
- x. That all mines, mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever, under the said land shall be the property of Government of Odisha.
- xi. That the Lessee shall keep intact the boundaries of the Demised property and shall ensure inspection when required by BDA, subject to 7 (seven) days advance written notice.
- xii. That the Lessee shall not, without the consent in writing of BDA, use or permit the use of the Demised Property for any purpose other than that for which it is leased.
- xiii. In the event that Lease granted hereunder is not renewed the Lessee shall hand over to BDA, free of cost, the peaceful possession of the Demised Land and property i.e. the “Workshop Space” along with all immovable assets in working condition, along with all maintenance contracts, advance bookings

etc. in as-is condition as of the date of the expiry of the Term of this Lease Agreement/ Deed.

BDA hereby covenants with the Lessee as follows: -

- i. That the Demised Property is free of all encumbrances and that the Lessee paying the lease rent hereby reserved and perform all the covenants herein contained, shall hold and enjoy the Demised Property during the term hereof without any unlawful interruption by BDA, or any other person whatsoever.
- ii. That, if the Lessor at any time, before the expiry of the Term desires to resume the Demised Land or any part thereof for any "Public Purpose" (however, the term "Public Purpose" shall only be applicable for circumstances where the said resumption or re-entry is necessary for ensuring national security or in cases of National Emergency and shall be mandated by the Designated Constitutional Authority), the Lessee shall vacate the Demised Property or the part of the Demised Property as required for the above mentioned public purpose within three months from the notice in writing given by BDA and the Lessee shall be entitled for compensation at prevailing market price and payable in accordance with the principles laid down under the Land Acquisition Act, 1894. The Lessee shall also be entitled to compensation on account of the loss of use and occupation of the holding of the Demised Property or part of it which may be fixed at such amount which may be considered equitable according to the circumstance.
- iii. That prior to the expiry of the Term of this Indenture, the Parties shall enter into good faith negotiations to renew this Lease granted hereunder under mutually agreed terms and conditions. However, the final decision of renewal will vest solely with the Lessor.
- iv. That it is in sole and absolute possession of the Demised Land and has a clear and marketable title to the demised land and is in compliance with all applicable laws in relation to the demised land;
- v. That there exists no claim, actions, litigations, arbitrations, land acquisition proceedings, garnishes or other proceedings relating to the Demised Land and property. BDA shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term of this Indenture.
- vi. BDA will indemnify, defend and hold harmless the Lessee against any and all proceedings , actions , third party claims for loss, damage and expense of whatever kind and nature arising out of breach by BDA, its officers , servants and agents of any obligations of BDA under this Agreement except to the extent that any such claim has arisen due to breach by the Lessee of any of its obligations under this Agreement.

- vii. That the expression “Lessee” hereinbefore used shall include its heirs, executors, administrators and agents and assigns.
- viii. All registration fees and other costs and expenses payable for the execution and registration of this Indenture shall be borne and paid by the Lessee.

Interpretation : That the Lease Agreement and the conditions of any Principal Lease Deed between the Government of Odisha and BDA, forms part of the deed entered into with the Lessee and for all purpose (s) such conditions shall be deemed part of the lease deed and in case any contingency of any incoherency between and among the conditions of the Principal Lease Deed executed with the Government and with that of the present indenture the conditions of the Principal Lease Deed shall prevail and accordingly any conflict on the Lease Deed arises, the conditions should be read harmoniously with reference to the objectives of the “Workshop Space”.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written;

Signed and delivered for an on behalf
of Bhubaneswar Development
Authority

Signed and delivered for and on behalf of
Lessee

Name:

Name:

Witness:

Witness:

