

LEASE OF ATM KIOSK SPACES
at
BSABT, BHUBANESWAR
REQUEST FOR PROPOSAL



March 2024

RFP No. 9682/BDA, 07.03.2024



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)**, with an intention to provide adequate transit infrastructure for the city of Bhubaneswar, has developed the Babasaheb Bhimrao Ambedkar Bus Terminal (BSABT) at Baramunda to serve for State and City level bus connectivity. The modern and well-equipped BSABT is located at the heart of the Bhubaneswar City over 11.48 Acres of prime land adjacent to National Highway-16.
2. The BSABT is equipped with a modern Terminal Building with approximately 3 Lakh Sq. Ft of built-up space, developed with the highest standards of passenger comfort and safety measures. The terminal building includes spaces for passenger waiting and dormitory, government amenities, office, retail, food, and beverage outlets.
3. As a value addition towards the visitors of BSABT, the Authority has decided to allot **three (3) numbers of ATM Kiosks, measuring 20 Sq. Ft each to three (3) different Banks**, at a suitable location inside the terminal building.
4. BDA is desirous of handing over the Space (without internal furniture, fixtures, and equipment) to a Banking Sector Partner to manage and operate the ATM facility, with the highest levels of safety, efficiency and convenience for the visitors of BASBT, initially for a period of 5 years through a Lease Deed.
5. In view of above, BDA invites Financial Proposals from reputed banking service providers to participate in the bidding process.
6. This is a sealed envelope bidding process where the separate sealed envelopes for Financial Bid must be submitted in the sealed bid submission envelope as described in the RFP.
7. This Request for Proposal (RFP) document for the project comprises of:

Section 1	Invitation for Proposals
Section 2	Project Information Memorandum
Section 3	Bid Summary
Section 4	Terms & Conditions
Section 5	Cover Letter of Technical Bid & General information
Section 6	Financial Bid
8. Interested parties may submit their financial quotation along with 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 addressed to the 'Finance Member – Bhubaneswar Development Authority' as prescribed in the RFP failing which the Proposal will be rejected.

9. The Technical & Financial Bids including all subsequent correspondences should be addressed to:
Finance Member
Bhubaneswar Development Authority
E: bdabbsr1983@gmail.com; fmbdabbsr@gmail.com
with the subject line: **“Lease of ATM Kiosk Spaces at BSABT, Bhubaneswar”**
10. The primary objective of the leasing out the space for ATM will be to ensure highest quality of visitor convenience by efficient operation and maintenance of the ATM Kiosks.
11. The Lessee would receive rights for making additional investments in the form of movable assets, branding, upgrading, and developing the space, market, operate and maintain the ATM Kiosk during the operation period.
12. Interested Bidders may obtain further information from the office of: The Finance Member, Bhubaneswar Development Authority.
13. The interested Parties are required to submit their Financial Proposals at the latest by 16:00 Hrs, of 12 March 2024. 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.
14. 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.
15. The Financial Proposals will be opened at the office of the Finance Member, 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.
16. Neither the BDA nor 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 site. 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.

17. 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 – Technical Proposal
Part B - Financial Proposal
18. The Technical Proposal (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:
Technical Proposal for “LEASE OF ATM KIOSK SPACES AT BSABT, BHUBANESWAR”
Part-B:
Financial proposal for “LEASE OF ATM KIOSK SPACES AT BSABT, BHUBANESWAR”
19. Both the above envelopes i.e. envelope for Part-A and envelope for Part-B must be packed in a separate sealed outer envelope and clearly marked with the following on the top of this envelope (i.e. the 3rd envelope):
Proposal for “**LEASE OF ATM KIOSK SPACES AT BSABT, BHUBANESWAR**”
20. The inner and outer envelopes shall be addressed to:
The Finance Member
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. Schedule of bidding process:
Issue of RFP – 7 March 2024
Date of Submission of Bids – 12 March 2024 at 4 pm
Date of Opening of Bids – 12 March 2024 at 5 pm
Issue of Letter of Award – to be intimated to the successful bidders.

Sd/-
Finance Member
Bhubaneswar Development Authority

SECTION 2 – PROJECT INFORMATION MEMORANDUM

LOCATION:

- i. The ATM Kiosks will be located in the Terminal Building of the BSABT.
- ii. There will be three (3) numbers of ATM Kiosks, measuring 20 Sq. Ft each to be allotted to three (3) different Banks.
- iii. Considering passenger access, ease and convenience the Authority will decide the location of the ATM Kiosks.

SECTION 3: BID SUMMARY

1.	NAME	Lease of ATM Kiosk Spaces at BSABT, Bhubaneswar
2.	LOCATION	Terminal Building, BSABT, Bhubaneswar
3.	LESSOR	Bhubaneswar Development Authority (BDA)
4.	BUILT-UP AREA	(3) numbers of ATM Kiosks, measuring 20 Sq. Ft each to be allotted to three (3) different Banks
5.	OPERATION GUIDELINES	It is the responsibility of the ATM Service provider to acquaint themselves with the norms, discipline, and operation guidelines of the BSABT, in addition to the information provided in this RFP. The service provider will manage the ATM space strictly as per such guidelines, considering that non-compliance may lead to a reason for termination of the leasing Contract.
6.	CONTRACT TERM	5 years (renewable on mutually agreed terms) from the date of signing of the Lease Deed
7.	BID PARAMETER	Maximum Monthly Rent N.B: GST to be paid over and above the monthly rent at prevailing rates.
8.	BID SUBMISSION	1. Technical Proposal 2. Financial Proposal 3.
9.	CONDITIONS OF PARTICIPATION	i The Bidder must be a Single Entity. Consortium is not allowed for this bid. ii The bidder must be a reputed banking company registered under the Banking Regulation Act, 1949. Supporting identity documents need to be submitted
10.	BID EVALUATION	Technical Proposal: General Documentation: Pass/Fail. Financial Bid: Maximum Monthly Rent

11.	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 “ Bhubaneswar Development Authority ”, payable at Bhubaneswar.
12.	BID VALIDITY	180 days from the last date of submission of bid
13.	PERFORMANCE SECURITY	10% of the ‘Consideration for respective Year’ to be provided Annually in advance, within 10 days of the respective year in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial/nationalized bank in India in favor of “ Bhubaneswar Development Authority ”, payable at Bhubaneswar.
14.	RELEASE OF PERFORMANCE SECURITY	The Performance Security of the elapsed Year will be returned 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.
15.	BIDDER’S DEFAULT – BEFORE SIGNING OF THE CONTRACT	Cancellation of Letter of Intent (LoI) No compensation to be paid by BDA/ Authorized representative/ Advisors.
16.	BIDDER’S DEFAULT – AFTER SIGNING OF THE CONTRACT	Forfeit Performance Security No compensation to be paid by BDA. Cancellation of Lease Deed or keep the option of a substitute party to be responsible for carrying out the services at the discretion of BDA.
17.	ASSUMPTIONS	1 acre=4046.85 Sq.m 1 Sq.m=10.763 Sq.ft

SECTION 4: TERMS & CONDITIONS

1. A bidder must be a reputed banking company registered under the Banking Regulation Act, 1949. Supporting identity documents need to be submitted.
2. The initial term shall be for 5 years from the date of executing the Lease Deed which shall be renewed further on mutually agreed terms and conditions with first right of refusal with Bhubaneswar Development Authority.
3. The bidder shall use the premises for '**ATM Kiosk**' for the users.
4. **BIDDING PARAMETER:** Maximum Monthly Lease Rent plus GST as applicable i.e. **H1 bidder**.
5. **RESERVE PRICE:** The Reserve Price for allotment of ATM Kiosks at the BSABT is **INR 10,000/- (Rupees Ten Thousand only) per month plus applicable GST**, and the Authority will not process any financial bid below this amount.
6. **Allotment of the ATM Kiosks (3 numbers):**
 - i. BDA will identify the 3 locations for ATM Kiosks at the Terminal Building of BSABT each measuring 20 Sq. Ft.
 - ii. The H1 bidder will be offered the 3 locations and advised to choose the Kiosk from the 3 locations.
 - iii. The H2 bidder will be invited to match the H1 Bid and choose the Kiosk from the 2 locations.
 - iv. The H3 bidder will be invited to match the H1 Bid and offered the Kiosk at the 3rd location.
 - v. In case, the H2 & H3 bidder declines to meet the H1 bid, or method described above, the H4, H5... bidders will be invited for allotment in similar manner.
7. **ESCALATION**

The Monthly Lease Rental shall be escalated at 5% annually during the tenure of the Lease of 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 "Bhubaneswar Development Authority", payable at Bhubaneswar.
9. **PERFORMANCE SECURITY**

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

10. 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 and cancellation of Lease Deed.

The bidder must procure electricity connection to the 'ATM' at their own cost and initiative.

11. MAINTENANCE OF PREMISES

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

12. REPAIRS

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

13. 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 and branding/publicity/awareness material as per their requirement.

14. 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 advance notice of at least 24 hours is given to the successful bidder.

15. 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.

16. 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.

17. PEACEFUL POSSESSION

a. BDA hereby covenants with successful bidder that on successful bidder paying the security deposit/ performance security 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.

- b. 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.
- c. The successful bidder agrees to pay the legal cost for execution and registration of the Lease Deed, if required.

SECTION 5: TECHNICAL BID
Cover Letter of the Technical Bid
(On Official letterhead of the Bidder)

RFP No:

Date:

Finance Member
Bhubaneswar Development Authority

Akash Shova Building,
Sachivalay Marg Bhubaneswar - 751001, Odisha

Sub: Technical Bid - “Lease of ATM Kiosk Spaces at BSABT, Bhubaneswar (RFP No. 9682 dated 07/03/2024)”

Sir,

With reference to above subject, I/we, having examined the bid documents and understood their contents, hereby submit my/our Bid for the aforesaid Bid. The Bid is unconditional and unqualified.

- 1) I/ We acknowledge that BDA shall be relying on the information provided in the bid and the documents accompanying the bid for selection of the Lessor for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Lessee for the aforesaid subject. I/ We shall make available to BDA any additional information it may find necessary or require to supplement or authenticate the bid.
- 3) I/ We acknowledge the right of BDA to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/ We declare that:
 - i) I/ We have examined and have no reservations to the bidding documents, including Addendum/ Corrigendum, if any, issued by BDA; and
 - ii) I/ We do not have any conflict of interest in accordance with provisions of the tender document; and
 - iii) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as stipulated in the tender document, in respect of any bid or request for proposal issued by or any agreement entered into with BDA; and
 - iv) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- 5) The undertakings given by me/us along with the application in response to the tender for the above subject were true and correct as on the date of making the tender application and are also true and correct as on the bid due date and I/we shall continue to abide by them.
- 6) I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.
- 7) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BDA in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above-mentioned subject License Agreement and the terms and implementation thereof.
- 8) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Lease Deed in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 9) I/ We have studied all the bidding documents carefully and also physically surveyed the Terminal Building at BSABT. We understand that except to the extent as expressly set-forth in the Lease Deed, we shall have no claim, right or title arising out of any documents or information provided to us by BDA or in respect of any matter arising out of or relating to the Bidding process including the award of project.
- 10) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the lease rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
- 11) The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Lease Deed, addendum /corrigendum if any, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the cost and implementation of the project.
- 12) I/ We agree and undertake to abide by all the terms and conditions of the tender document.
- 13) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 14) The Bid Processing Fee in the form of a Demand Draft is also enclosed.
- 15) I/ We hereby submit following documents, duly signed on each page, as token of unconditional acceptance of all terms and conditions set out herewith:

S. N o	Particulars	Details (Relevant Documents to be attached)
Basic Information of Bidder		
1	Name of Bidder	
2	Country of incorporation	
3	Address of the corporate	

	headquarters and its branch office (in Bhubaneswar), if any, in India	
4	Date of incorporation	
5	Registration No. and Certificate	
6	PAN No.	
7	GST No. of Odisha	

Accordingly, we submit this Bid under and in accordance with the terms of the RFP document.

Yours

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

SECTION 5: FINANCIAL BID

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

Sir,

Sub: Financial Bid – “Lease of ATM Kiosk Spaces at BSABT, Bhubaneswar”

1. Being duly authorized to represent and act on behalf of M/s..... and having visited the site and examined the RFP Documents, for the execution of the above Project, we the undersigned offer operate and maintain the ATM for **“Lease of ATM Kiosk Spaces at BSABT, Bhubaneswar”** at the Terminal Building, BSABT, Bhubaneswar in conformity with 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 Monthly Lease Rental being offered by M/s to BDA are as follows:

Item	Amount in Indian National Rupees (INR) – excluding applicable GST
Lease Rental per month	

4. We agree to pay the Performance Bank Guarantee in advance @ 10% of the Annual consideration for that year in the manner specified in the Letter of Award (LoA).
5. We agree that there will be an annual escalation of 5% in the amount of Monthly Lease Rental.
6. We agree that in case any variance in the area is found at the time of handing over possession, the monthly consideration shall be adjusted on pro-rata basis.
7. 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, before execution of Lease Deed)

DRAFT FORMAT OF LEASE FOR “LEASE OF ATM KIOSK SPACES AT BSABT, 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 . 2024.

BETWEEN

Bhubaneswar Development Authority, a statutory authority constituted and created by the Government of Odisha in the year 1983 under the Odisha Development Authorities Act, 1982, having its registered office at Akash Sobha Building, Sachivalaya Marg, Bhubaneswar – 751 001, Odisha (India) acting through _____, [insert name of the office and his designation] (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 has developed and is in possession of the fully built-up Terminal Building at BSABT Bhubaneswar developed with the highest standards of passenger safety and convenience and maintained by a comprehensive facility management services company of National repute.

It has been acknowledged by the Lessor that the Demised built-up space would be transferred to the Lessee for Operation and Management of the “ATM Kiosk” 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 it’s a standard

industry practise and specifically approved in writing by the BDA i.e. Lessor.

Through this Indenture, BDA wishes to lease the Demised Built-up space 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 5% every year, the Lessee is granted Lease by the Lessor.

The Term of the lease is 5 years and will cease to exist on completion of 5 years from the date of execution of this Lease Deed.

That the Lessee is permitted to install the required movable equipment, market the facility, identify prospective customers and provide ATM service facility to passengers and visitors visiting the BSABT.

The above is 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 built-up space named the "ATM Kiosk".
- ii. It has the clear and marketable rights of the Demised built-up space, free from any encumbrances, for providing it on lease to the Lessee.
- iii. That the Demised built-up space 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 built-up space. 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 built-up space.
- vi. BDA is in compliance with all applicable laws in relation to the Leased built-up space such can impact the Leasehold rights and seamless operation of the "ATM Kiosk".

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 ATM will be operated with highest efficiency including refilling, operation and maintenance in order to provide maximum convenience to the passengers and visitors of BSABT.
- iii. That, the Lessee shall during the Term hereof pay to BDA the monthly rent of Rs. in advance for the respective month/quarter/annually 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.
- iv. That, the Monthly Rent shall be escalated at 5% after every year.
- v. That the Lessee shall hold and use the Demised built-up space i.e. the “ATM Kiosk” only for related 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 built-up space.
- vii. The Lessee will ensure that no additional construction on the Demised built-up space 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 buildings, public health, environment, safety, convenience and sanitation which may for the time be enforced.
- ix. That no act, shall be done or caused to be done on the Demised built-up space which is likely to be or become a nuisance or a disparagement, annoyance, or inconvenience to BDA or to the other inhabitants in the Terminal Building of BSABT Bhubaneswar.
- x. That the Lessee shall keep intact the boundaries of the Demised built-up space and shall ensure inspection when required by BDA, subject to 7 (seven) days advance written notice.
- xi. That the Lessee shall not, without the consent in writing of BDA, use or permit the use of the Demised built-up space for any purpose other than that for which it is leased.
- xii. 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 built-up space i.e. the “ATM Kiosk Space” along with all immovable assets 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 built-up space 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 built-up space 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 built-up space 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 built-up space or the part of the Demised built-up space 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 built-up space 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 built-up space and has a clear and marketable title to the demised built-up space and is in compliance with all applicable laws in relation to the demised built-up space;
- v. That there exists no claim, actions, litigations, arbitrations, land acquisition proceedings, garnishes or other proceedings relating to the Demised built-up space. 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, for the land on which the Terminal Building of the BSABT has been constructed, 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 “Space for ATM Kiosk”.

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:

