

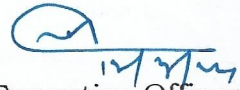
Notice Inviting e-EOI No. - WBUD/BDA/CEO/e-EOI-03/2023-24

**EXPRESSION OF INTEREST (EOI) FOR RENTING OF BUILT UP SPACE
OF 2100.00 SQ. FT (approx.) AT GROUND FLOOR OF BDA GUEST
HOUSE, BADAMTALA, PURBA BARDHAMAN**

Chief Executive Officer, Burdwan Development Authority invites Expression of Interests (EOI) from interested parties for renting of built up space of 2100.00 sq. ft (approx.) at ground floor of BDA Guest House, Badamtala, Purba Bardhaman.

Bidders can also download this document from the e-Tender Portal at Website (<http://wbtenders.gov.in>) and submit their EOI in the given format duly filled in and digitally signed with required enclosures and documents through the e-tender portal.

The bidders are advised to visit the site of the said Built-up space on any working days between 11:00 am to 05:00 pm. after taking prior permission of the Authority to acquaint themselves with the nature and extent of work and space provided for running of services in an effective and efficient manner before submitting EOI.


Chief Executive Officer,
Burdwan Development Authority,
Purba Bardhaman

EXPRESSION OF INTEREST (EOI) DOCUMENT

**FOR
RENTING OF BUILT UP SPACE OF 2100.00 SQ. FT (approx.) AT GROUND FLOOR OF BDA GUEST
HOUSE, BADAMTALA, PURBA BARDHAMAN**

IMPORTANT DATES

Date & time of uploading of EOI document (Online)	12/03/2024 from 18:00 hours.
Start Date & Time for Download the Documents of EOI	12/03/2024 from 18:30 hours.
Start Date & Time for Submission of EOI (Online)	12/03/2024 from 18:30 hours.
Date and Time of Pre-bid meeting	22/03/2024 at 12:00 noon.
Venue of Pre-bid meeting	BDA Conference Hall, New Administrative Building, 5th Floor
Closing Date and Time for submission of EOI document (Online)	05/04/2024 at 16:00 hours.
EMD Amount	Rs. 39,323.00 to be deposited in the form of DD in favour of Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman payable at Burdwan from any nationalized Bank and also should be reached physically to the office of the Burdwan Development Authority, New Administrative Building, 5 th Floor, Kachari Road, Purba Bardhaman on or before opening of technical bids without fail. Otherwise failure to deposit of the original Demand Draft against Earnest Money Deposit may be considered the bidder as disqualified bidder during Technical Bid. Earnest Money of the unsuccessful bidders will be refunded within 30 days from the date of opening of financial bid.
Date & Time of Opening of Technical Bids (Online)	08/04/2024 at 11:00 am
Minimum Bid value	Rs.39,323.00 (Per month)

ABOUT THE PROPERTY

BDA owns 2100.00 (approx.) Sq.ft built up space at Ground Floor of BDA Guest House, Badamtala, Kalna Road, Mouza-Radhanagar, J.L. No. 39, P.O. & P.S. Burdwan, Pin-713101.

Major terms & conditions for leasing are hereby attached in **ANNEXURE-I**.

Interested parties may submit their EOI as per the details in **ANNEXURE-II**.

ANNEXURE-I

Important Terms & Conditions:

1. BDA intends to lease out the said builtup space for tenure of upto 15 years with increment of lease rent @ 15% or as per Govt. rule prescribed time to time whichever is higher after every 3 years. However, EOIs with lesser duration are also welcome.
2. The premises will be leased out by the process of execution of a Lease agreement. Detailed terms and conditions will be included in the same. All the legal and statutory expenses of whatsoever nature, required at the time of execution of lease rent agreement, shall be borne exclusively by the lessee.
3. Any Government charges related to premises/ property usage shall be borne by the lessee from the date of signing of Lease Rent Agreement.
4. Any incidental cost to be paid to BDA towards renting permission is to be borne by the tenant.
5. The lease rent agreement shall be prepared as per the specifications of BDA and shall be binding upon the lessee unconditionally.
6. The ownership of the built up space being offered on lease will be with the Lessor during the entire lease period. Lessee shall not hypothecate, pledge or create any encumbrance whatsoever on the property nor shall it part with the possession of the property to any third party during subsistence of the lease Agreement subleasing of the built up space to any third party will not be allowed.
7. No structural changes/ modification will be permitted to the existing buildings. Temporary/ re-locatable structures (required if any) by Lessee may be permissible with prior permission from Lessor.
8. Renovation (if required) & maintenance of the built up space shall be carried out by Lessee at their own cost without changing the main structure as per approved plan.
9. Security and Housekeeping for the premise/ built up space shall be carried out by lessee at their own cost.
10. The Lessee shall strictly be bound by the rules and regulations prescribed by BDA as set forth in the lease agreement for the usage, operation & administration of their unit. And the Lessee/ Tennant shall obtain necessary NOCs for operating the proposed business from all concerned authorities.
11. Interested parties, if required, may visit the built up space site before filing/ submitting the Expression of Interest and can contact the authority over there.
12. Any legal expenses/ Court matter related expenses would be borne by the Lessee.
13. The subject property will only be used for Commercial purpose.
14. The subject property will not be sold or sub-leased by the Lessee.
15. Electrical bill/ Water bill etc. will be paid by Lessee.
16. Lease rent will be paid by 10th day of every month.
17. If failure in payment happens for consecutive three months, the Lessor have the right to cancel the Lease Agreement.
18. The BDA has right to any change of any clause during E.O.I period.
19. The lease should obey the rules and guidelines for his business as prescribed by the Govt. from time to time.

General Terms and Conditions:

1. SECURITY DEPOSIT :

The Successful bidder should deposit a sum of Rs. 6(six) month of rental value of awarded amount in advance and should be deposited through Burdwan Development Authority account at the time of LOA (Letter of Acceptance) and the same will be returned without interest after the license period is

over and after key (s) of the licensed building is handed over by the occupant by vacating the premises. Refund will be subject to full settlement of dues payable to Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman and adjustment against damages, if any, or any other amount payable.

2. **PAYMENT OF RENT :**

Actual rent will be applicable from the date of Agreement and the Agreement will be executed after completion of the Construction and allied internal/ external decoration works. After LOA the successful bidder can take maximum 30 days to complete his/ her /their allied internal/ external decoration works. The successful bidder shall pay the rent every month in advance on or before 10th of every month. If the agency fails to deposit the rent in advance, the penalty clause will be levied as per the rule. Payment of rent will initiate from the date of Agreement of execution. After receiving the LOA the agency should start the related works as early as possible and should be completed the same within 30 days. BDA intends to lease out the said built up space for the tenure of up to 15 years with increment of lease rent @ 15% or as per Govt. rules prescribed from time to time after every 3 years whichever is higher.

PENALTY FOR LATE PAYMENT OF RENT:

Duration	Penalty
Within 1 st Fifteen days from last due date	5% of Rent
16 Days to 30 Days from the last due Date	10% of Rent
31 Days to 90 Days from the last due Date	20% of Rent
Above 90 Days from the last due Date	Contract may be terminated at the discretion of Burdwan Development Authority.

4. **OTHER TERMS AND CONDITION :**

Earnest Money of the successful bidder will be converted to Security deposit money after execution of Agreement, which is within 30 days from the date of receiving of the LOA or after completion of the related works which is earlier.

Disclaimer :

1. The purpose of this document is to provide the Applicant(S), with information to assist the formulation of the EoI, Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. BDA employees and officers make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the document.
2. BDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the EoI.
3. The issue of this EoI does not imply that the BDA is bound to select an Applicant. No contractual obligation whatsoever shall arise from the EoI process unless and until a formal contract is signed and executed between BDA and the concerned applicant (S).
4. BDA reserves the right not to proceed with the EoI or invite afresh with or without amendments at any stage without assigning any reasons thereof, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the proposal further with any party submitting a proposal in response to this EOI.

ANNEXURE-II

DETAILS OF THE INTERESTED PARTY :

1. Name of the Company
2. Status of the Company (Public Ltd/ Pvt. Ltd., Partnership/ LLP firm/ Proprietary)
3. Address
4. Telephone No.
5. Website address (if any)
6. Valid GST registration No.
7. Permanent Account Number (PAN)
8. Name, Designation, Telephone No. & Email Id of the individual who will serve as the point of contact.
9. Name, Designation, Telephone No. & Email Id of the authorized Signatory.
10. Nature of Manufacturing Unit/ Industry for which space is required.
11. Proposed Rent (Per Sft/ month) on BUILT UP AREA

(* Self attested copies of GST Registration Certificate, PAN Card, AoA and MoA to be submitted with EoI)

Declaration :

I/ We hereby confirm that :

1. Details furnished above are correct to the best of my/ our knowledge.
2. I/We have read and understood the terms & conditions of the EoI and I/we unequivocally accept the same.
3. I/ We hereby confirms that, all the terms and conditions specified in this offer are acceptable to me/ us and will form part of the lease agreement.
4. I/ We confirm having fully inspected the property and understood all the needful for the prupsoe of submission of this EOI.
5. I/ We are a bonafide user and require this for my/ our own use.
6. I/ We am/are aware that BDA is not bound to accept the Expression of Interest and will not be required to give any reason for rejecting this Expression of Interest.
7. All the required details have been furnished and if this Expression of Interest form is incomplete in any respect on my part then the same is liable to be rejected at the discretion of BDA.
8. I/ We further certify that I/We am/ are an authorized signatory of the company and, therefore, competent to submit the details towards this Expression of Interest.
9. I/we/am/ are bound to use this property only for Commercial purpose.

(Signature with Seal)

Date :

Name :

Place :

Name of the Firm/ Company/ Participate:

OTHER CONDITIONS AND CLAUSES

1. In case of tie, further sealed bids will be taken from the bidders, whose rates are tied, to decide to whom the work will be allotted. The decision of the Burdwan Development Authority for the AOC (Award of Contract) will be final and binding on the bidder.
2. Bidder in his own interest & cost should inspect the proposed premises/ place before submitting EOI.
3. Successful bidder shall complete all formalities within 30 days' including remittance of security deposit and execution of Lease Deed prescribed by the Authority and shall start his business within 30 days from the date of AOC.
4. Agreement in non-Judicial Stamp Paper of Rs. 100/- will be signed by and between the Burdwan Development Authority and the successful bidder, within 10 days (maximum) from the issuance of LOA, failing which LOA may be withdrawn and his EOI-cum-Bid may be rejected.
5. The Burdwan Development Authority reserves the right to ACCEPT/REJECT any or all of the EOI-cum-Bid without assigning any reasons therefor.
6. The agency shall be responsible for the repair of Guest House or any alteration & modification if required, during the Leased out period has to be done after obtaining prior written permission from the Burdwan Development Authority.

VACATION/TERMINATION NOTICE

7. On cancellation of leased out period, the Guest House shall be vacated by the agency immediately by seven days from the date of issuance of notice in writing by the Burdwan Development Authority. The Burdwan Development Authority shall take immediate possession of the said house and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/ her are not removed by him immediately as directed by the Burdwan Development Authority, these will become the property of the Burdwan Development Authority.
8. The Burdwan Development Authority will be at liberty to terminate the lease of the allotted premises and also forfeit security amount /lease rent paid in advance by giving 10 days' notice to the successful bidder for any breach of the Terms & Conditions of the EOI Document/ Agreement. Besides, the same may be done on the following grounds :-
9. Sale or storage of banned substances/ alcoholic material/ items, narcotics and psychotropic substances within the Campus.
10. Indulgence in any illegal activity/occupation/ illegal groupies or gathering/ allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
11. The agency shall strictly observe and follow all the orders and instruction issued by the Burdwan Development Authority from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of lease Agreement, allotment can be cancelled by the Burdwan Development Authority without assigning any reason and security amount will stand forfeited.

SETTLEMENT OF DISPUTE

All disputes shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising out of the project it shall be referred to the Civil Court of Burdwan Jurisdiction only.

VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF AGREEMENT

1. The agency shall deliver the keys of the premises of the vacant Guest House to the Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman after the expiry or revocation of the lease. In case, the agency fails to hand over the keys of vacant Guest House after expiry of the contract period, and/or any revocation as said earlier, he/ she will be liable to pay fine as per decision of Burdwan Development Authority. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit. In such case, agency shall be governed by the P.P. Act, 1971.
2. The Agency shall permit access to the Official (s) nominated by the Burdwan Development Authority at all reasonable times for the purpose of inspecting the premises and the trade or business carried therein.
3. The Burdwan Development Authority reserves the right to modify, impose or relax any clause in the terms and conditions.
4. In case of breach of any of the terms and conditions of this lease, the Burdwan Development Authority may revoke this lease and forfeit the security deposit and the successful bidder shall thereupon be forfeited of all the rights, and shall remain liable for any sum then due, from him/ her and also for any damage or loss which may be caused to the Guest House building by reason of such default.