

**PRE BID QUERIES AND RESPONSES FOR THE RFP FOR SELECTION OF MASTER LICENSEE FOR LICENSING OF SPACE FOR OFFICE/ COMMERCIAL PURPOSE ON AS-IS-WHERE-IS-BASIS AT KIRBA, BURLA, SAMBALPUR HELD ON 21/10/2024 AT 4 PM IN THE CONFERENCE HALL OF SAMBALPUR DEVELOPMENT AUTHORITY**

Sl. No.	RFP reference	Bidder Request	SDA Response
1.	In sub-para 3.3 of Para-3 it is mentioned that "Bidders having minimum annual average turnover of INR 18 Crores for last three financial years"	In this regard it is suggested that the amount of turnover needs to be reduced to INR 6-8 Crores	Clause 3.3 shall be read as: To be eligible for bidding process, the Bidder shall fulfill each of the following conditions simultaneously: Bidders having a minimum average annual Turnover of INR 8 Crores for the last three financial years ending 31 March 2024. Remaining sub clause of Clause 3.3 remains unaltered.
2.	In sub-para-5.2 of Para-5 it is mentioned that "the grace period of 180 days from handover the site"	Needs to be replaced to 365 days because it is a core house and so many works will be needed for opening of the commercial complex and the period of 180 days is much less period to complete the work.	RFP condition prevails.
3.	In sub-para-5.3 of Para 5 it is mentioned that "The tenderer to quote over and above the reserve price of INR 30 (rupees thirty) per sq. ft. per month for the commercial space"	Needs to be replaced to Rs. 8 – 10 per sq. ft. on carpet area and Rs. 10 – 15 per sq. ft. on base area. The reserve price of all commercial space will not be treated as same due to reason of business. The reserve price for commercial space of up-stair floor will be less than the commercial space of ground floor.	Clause 5.3 under Terms and Conditions shall be read as: The tenderer to quote over & above the Reserve Price of INR 20 (Rupees Twenty only)/ Sq. Ft per month for the Commercial Space.
4.		The bidder shall be permitted to renovate the shop as per his wish. For example if any person will interested for restaurant than the	SDA shall allow the selected bidder to make internal restructuring with prior approval of the submitted

		middle wall of two shop will be demolished by the bidder without any prior permission from the SDA.	plan the bidder intends to undertake for better saleability and without affecting the fundamental structure of the building.
5.	Regarding the Sub-Para 5.4 (i) of Para-5 it is submitted that the escalation will be extended to 5 (five) years in place of 3 years		Clause 5.4 shall be read as: "Escalation on the License Fee- There shall be an escalation of 10% on completion of every 3 years".
6.	Regarding Para (ii) of Sub Para 5.4	It is humbly submitted that the annual escalation will be reduce to 3% yearly.	Clarified earlier.
7.	Renewal of license as mentioned in sub-para 5.14.1 of Para 5	It is hereby suggested that the annual escalation of 10% may be reduced to 5%	Clause 5.14.1 shall be read as: At the end of the License period, the License may be renewed by SDA at its sole discretion for a further period of 15 years with an annual escalation decided mutually, however with first right of refusal with SDA.
8.		It is humbly suggested that the fire license of commercial complex will be handed over to the bidder at the time of handover the site by SDA and if the bidder shall applied for fire license than in that event the expenditure will be borne by SDA	Fire license shall be provided by SDA to the selected bidder.
9.		Regarding the minor repairing and exterior white washing, the SDA will be borne the cost because the SDA is responsible for any damage/repairing occurred in the building as the SDA has constructed the building	Since SDA shall handover the building on as is where is basis the Authority shall borne no further expenditure.
10.		We propose that the reserve price be set at Rs. 20 per sq. ft. for the first three years, after which it can be revised to Rs. 30 per	Clarified earlier.

		<p>sq. ft. Additionally there should be a 5% annual increment starting from the 5<sup>th</sup> year.</p> <p>We suggest incorporating a moratorium or rent relaxation period of atleast 6 months to 1 year, as it is impractical to expect the entire space to be rented immediately. Adequate time is required for advertising, negotiating and finalizing legal contracts. Furthermore, rental charges should only apply after the completion of the building, including interior works.</p>	<p>Please refer clause 5.2 regarding Rent-Free/Free from License Fee.</p>
11.			
12.		<p>Given the downturn in revenues due to the COVID-19 pandemic, we propose that the turnover requirement be reduced to a 2-year average, rather than 3 years, taking FY 2021-22 into consideration.</p>	<p>RFP condition prevails.</p>
13.		<p>Kindly provide clarity on the legal formation and operation of Joint Ventures (JV) for this project. Specifically, we seek clarification on whether a proprietorship and a private limited company can form a JV for the purpose of this tender.</p>	<p>In a consortium or joint venture of Partnership Firm/ Company with a Proprietorship the lead member should be a Partnership Firm/ Company having atleast 51% stake in the consortium.</p>
14.		<p>Is it permissible for the original bidder or leaseholder to sub-lease the property to its sister concern for ease of operation and maintenance.</p>	<p>Sub letting is allowed however all primary onus remains with the selected bidder.</p>
15.		<p>EMD in the form of BG should be allowed.</p>	<p>Please refer clause 2.6 of the RFP</p>
16.		<p>We propose the cooling period of 11 months instead of 6 months</p>	<p>RFP condition prevails.</p>
17.		<p>The offset price of Rs. 30 is too high as it is around 18 KM from District Headquarter, the complex is based on the population of Burla, MCL etc. only.</p>	<p>RFP condition prevails.</p>

18.	<p>"Bidder" means any Indian legal entity like a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company registered under the Companies act 1956/ 2013 or a combination of the above in the form of Consortium which is submitting its bid pursuant to Tender Documents.</p>	<p>"Bidder" means any Indian legal entity like a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company registered under the Companies act 1956/ 2013 or a Proprietor or a combination of the above in the form of Consortium which is submitting its bid pursuant to Tender Documents.</p>
19.	<p>Reserve Price: Any bids received below the reserve price of INR 30/- (Indian Rupees Thirty) per Sq. Ft/Month for Year 1 will be rejected.</p>	<p>Reserve Price: Any bids received below the reserve price of INR 20/- (Indian Rupees Twenty) per Sq. Ft/Month for Year 1 will be rejected.</p>
20.	Annexure-6	Revised Annexure-6 enclosed as separate financial annexure.
21.		Remaining all other terms and conditions of the RFP remains unaltered.

*[Signature]*  
 Secretary  
 Sambalpur Development Authority  
 Sambalpur

*[Signature]*  
 Vice Chairman  
 Sambalpur Development Authority  
 Sambalpur

# AMENDED ANNEXURE-6

## Financial Bid Format

(To be submitted by the Bidder in a separate sealed enveloped super scribing as "Financial Bid". This Annexure will not be submitted in the Technical Bid)

I/we, having examined the bidding documents and understood their contents, hereby submit my/our financial bid for Licensing of commercial space located at Kirba, Burla, Sambalpur.

The Bid is unconditional, and I/We undertake to make payments to SDA as per the Payment Schedule without any delay.

Sl.No	Property Location	License Fee / Sq. Ft / Month for Year 1 (Exclusive of GST)
1	Commercial Space located at Kirba, Burla, Sambalpur	

**Note:**

- **Taxes:** The quoted License Fee is exclusive of GST and any other applicable taxes as per the law of land. Apart from the quoted License Fee additionally the selected bidder shall pay GST to SDA as per the prevailing rate.
- **Quarterly/ Annual License Fee:** The License Fee shall be calculated based on the Commercial Carpet Area offered by the Licensor to the Licensee.
- **Escalation:**
  - i. There shall be an escalation of 10% on completion of every 3 years on the License Fee.
  - ii. The Quarterly License Fee will have to be paid within 10th day of start of each quarter in advance (after completion of rent-free grace period of 180 days) at the beginning of each year.

- **License Tenure:** The License granted under the License Agreement shall be valid for a period of 15 (Fifteen) years from the date of execution of License Agreement or handover of possession which ever is later. License Tenure is exclusive of rent-free grace period of 180 days.
- **Renewal:** SDA shall renew the License Period at its sole discretionary power, at the request of the Licensee as per the terms and conditions as deemed fit.
- **Reserve Price:** Any bids received below the reserve price of INR 20/- (Indian Rupees Twenty) per Sq. Ft/Month for Year 1 will be rejected.

**Signature, name and designation of the Authorized signatory**

**Name and seal of Bidder/Lead Member**

**Date:**

**Place:**