



Brahmapur Development Authority

Court Road, Brahmapur, Odisha-760004

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bda.brahmapur311@gmail.com
www.bdabrahmapur.in

No. 1015 /BeDA, Brahmapur, Dated 19/07/2025

Expression of Interest (EoI)

Proposals are invited for the Development of Marriage Mandap and Commercial Complex with approved allied facilities on the "Annual License Basis" at Vivek Vihar, Ambapur, Brahmapur-760011.

Sealed Proposals are invited from the Individual/Developers/Builders/Firms for undertaking the Development of a Marriage Mandap and Commercial Complex along with approved allied facilities on an Annual License Basis over BeDA Layout Plot in Ambapua Mouza, Ambapua, Brahmapur (Ganjam), Odisha, PIN-760011.

The BeDA shall give permissive possession of the proposed plot for 30 years, to be developed as Marriage Mandap and Commercial Complex, whereas the selected bidder shall construct, develop, operate & maintain the project. The detailed document along with formats and draft agreement is available at the website of BeDA i.e. www.bdabrahmapur.in.

Interested Bidders may submit their proposal on or before Dt. 12.08.2025 by 15:00 hrs. as per the prescribed formats available at the website.

The proposals should be submitted along with a bid document fee of Rs.10,000/-(non-refundable) & with EMD/Bid Security of Rs.10,00,000/-(refundable) and the proposals shall be submitted through speed post/registered post/courier so as to reach by the above date and time.

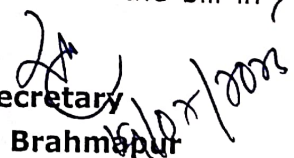
The BeDA, Brahmapur reserves right to accept or reject any application and to annul the selection process at any time, without incurring any liability and without assigning any reason thereof.


Secretary
BeDA, Brahmapur

Memo No. 1016

Date: 19/07/2025

Copy to the Advertisement Manager, THE SAMBAD and THE NEW INDIAN EXPRESS (Eastern Zone) with a request to publish the same with minimum I&PR / DAVP approved rate for one day on or before dt. 19.07.2025 & the font size of the letters of advertisement shall be of 08 pts. Also you are requested to submit the bill in duplicate for payment.


Secretary
BeDA, Brahmapur



**Expression of Interest
For
Development of Marriage Mandap and Commercial
Complex at Vivek Vihar, Ambapua
Brahmapur (Odisha)-760011**



Bid Start Date: 19/07/2025

Bid End Date: 12/08/2025

Brahmapur Development Authority

**Court Road, Near Courpeta Junction,
Brahmapur, Ganjam (Odisha),
PIN-760004**

Schedule of the Bidding Process

Period of availability of document:	19/07/2025 to 12/08/2025 (Downloaded from the website: http://www.bdabrahmapur.in)
Last date for submission of Proposals:	Dt. 12/08/2025 By 15:00 hrs.
Last Date for Receipt of Pre-Bid Queries:	Dt. 27/07/2025 by 11:00 hrs through e-mail on bda.brahmapur311@gmail.com
Pre-Bid Meeting:	Dt. 28/07/2025 by 15:00 hrs.
Place of submission of Proposals:	The Secretary, Brahmapur Development Authority (BeDA), Court Road, Near Courtpeta Junction, Brahmapur (Ganjam), Odisha-760004
Date and Time of opening of Technical Proposals:	Dt. 12/08/2025 at 16.00 hrs
Date and Time of opening of Financial Proposals:	Dt. 19/08/2025 at 16.00 hrs for technically qualified bidders
For further Information	Brahmapur Development Authority, (BeDA), Court Road, Near Courtpeta Junction, Brahmapur (Ganjam), Odisha- 760004 Helpdesk: 7008644822/ 7978471829

Note: At any time prior to the deadline for submission of EOI, authority may issue Corrigendum, Addendum, Clarification if any, through website (www.bdabrahmapur.in) only. For any further assistance in this regard or for any clarification w.r.t. this project, the prospective bidder may contact helpdesk no. 7008644822/ 7978471829.

**Sd/-
Secretary
BeDA, Brahmapur**

PROJECT INFORMATION AND GENERAL CONDITIONS OF CONTRACT

1. CITY PROFILE

Brahmapur city located on the eastern coastline of Ganjam district of the Indian state of Odisha in East India, about 169 kilometers south of the state capital Bhubaneshwar and 255 kilometers north of Visakhapatnam in Andhra Pradesh. It is one of the oldest and largest cities of Odisha. Nicknamed "The Silk City", it is famous for its silk saris, temples and unique culture. The population of the city is 3,55,823 as of the 2011 Census of India making it the fourth most populous urban city in Odisha state. Berhampur is the oldest city of Ganjam District in the State of Odisha. It is mainly a trading centre for Southern Odisha having its influence over eight districts. The city was declared as a Class-I Town Category as per 2001 Census.

Berhampur City is famous for its widespread human resources in extremely important and decision-making position all over the globe. The trading volume is also growing day by day. Berhampur is famous for its rich culture.

In the recent times, the town boasts of housing some of the prominent industrial units including IREL, STPI and TATA SEZ. It's also renowned in the region for the educational institutions imparting services in the field of medical, engineering and IT sectors. Some of the prominent ones are Berhampur University, Khallikote College & Cluster Universities and MKCG Medical College with IISER, being a recent addition to the list of these prestigious institutions. The arts and craft units and small-scale industries, as well, have an important role in the cities evolution as an emerging tier-3 city in the east coast region. Most importantly, Gopalpur-on-sea is nearer to the city.

2. PROJECT LOCATION

The proposed project is to be developed at Vivek Vihar Phase-II, Ambapua, Brahmapur (Plot Area- 30,927 Sq.ft-Approx.). This site is adjacent to the planned residential area of Vivek Vihar Phase-II under Brahmapur Development Authority and opens right into National Highway 59 on its north. Also, opposite to this site other residential areas, commercial establishments, recreational/open space and educational facilities are spread. (Project Coordinates: 19°19'09.7"N 84°51'35.7"E)



3. PROJECT OBJECTIVE

Brahmapur Development Authority (BeDA) owns a plot at Vivek Vihar-Phase-II, the plot is intended for Marriage Mandap and Commercial Complex along with approved allied facilities to be developed by BeDA. This is a prime location for Marriage Mandap and Commercial Complex due to its locational advantage, surrounding development & better connectivity. This can be used for different social functions i.e. Marriage ceremony, Receptions, Thread ceremony, meetings & other activities, convention facilities as there are limited such type of facilities with support infrastructure available in the vicinity.

4. PROJECT COMPONENTS

The components of this Marriage Mandap and Commercial Complex include the following;

- ✓ Convention Hall
- ✓ Function Hall
- ✓ Mandap, Bride Room, Groom Room & Guest Rooms
- ✓ Dining and Kitchen Area
- ✓ Store Room
- ✓ Offices & Staff Rooms
- ✓ Open Function Space
- ✓ Parking – basement & open parking as per ODA (P&BS) rule 2020
- ✓ Fire staircase, common staircase & elevators
- ✓ Commercial shopping unit compatible to proposed use as per ODA(P&BS) rules 2020

5. DEVELOPMENT REGULATIONS

The proposed land and the complex, thereon, shall be used for the purpose of Marriage Mandap and Commercial Complex exclusively. The parameters for the proposed constructions shall be governed by the prevailing "Odisha Development Authority" (Planning & Building Standards Regulations) Rule 2020 and any modification/ amendment from time to time. The proposed project site is approached by four lane National Highway on the front side along with a 40 ft. wide road on the right side.

6. LAND DETAILS

Brahmapur Development Authority has earmarked 30,927 Sq.ft (Approx). area of its own land at Vivek Vihar Phase II over BeDA layout Khata No. 442/4925 and Plot No-968 and 966 of Ambapua Mouza of Brahmapur Tahsil of Ganjam District for development of Marriage Mandap and Commercial Complex. (Annexure-F)

7. PROJECT STRUCTURE

- A. BeDA shall give permissible possession of the said plot to the successful bidder for Development of Marriage Mandap and Commercial Complex with the Operation and Maintenance of the said project is for a license period i.e. 31 years and 6 months along with allied facilities.
(30 years + 1 year 6 months construction period)

- B. Out of the 31 years and 6 months license period, initial 1 year 6 months from signing of agreement is for construction & commercial operation. Payment of license fee shall be collected after 1 and half year from the date of possession of the plot for the remaining 30 years.
- C. The Developer shall undertake at its cost and risk the development (including site development, demolition of existing structure, and removal of utilities at, over or under the Project Site if any), implementation, financing, design, construction, completion and commissioning of the Project/ Project Assets/ Project Facilities at the Project Site, in accordance with provisions hereof, the Development Controls, Applicable Laws, terms of Applicable Permits and Good Industry Practice.
- D. The successful bidder shall construct the Marriage Mandap and Commercial Complex as per the approved plan within the stipulated period as per the agreement.
- E. The successful bidder shall be required to pay an annual license fee to BeDA with 20% escalation after completion of every three years for 30 years.
- F. The quoted annual license fee shall be paid to BeDA on quarterly prorate basis.
- G. The Developer expressly agrees and undertakes that the Developer shall himself arrange for financing and/ or meeting all financing requirements through suitable debt, equity or any other acceptable financial mode.
- H. The Developer, at its cost and expense, shall avail comprehensive insurance coverage against risks with an adequate amount for the entire project facilities, to cover the license period.
- I. The selection of the successful bidder from among the eligible bidders responding to this EoI shall be made on the basis of the highest annual license fee offered to BeDA.

8. LICENCE PERIOD

- A. License Period shall be for 30 years from the date of expiry of deferred license period of 6 months and construction period of 1 year. Additionally, if BeDA finds the developer performance is satisfactory then it may be renewed further for 30 years on mutually agreed terms and conditions with first right of refusal with Brahmapur Development Authority after completion of initial 30 years.
- B. Maximum Construction Period is 1 year from date of handed over of possession and deferred license fee period is 6-month of post completion of Construction Period; which is Exclusive of License Period of 30 Years.
- C. Commencement/ operation of the Marriage Mandap and Commercial Complex & other facility shall happen only after written permission from BeDA.

- D. The license period is for 30 years from the schedule completion period of the Project and the approval for construction of the Project shall be obtained by the Licensee from the competent Authority. After completion of the License Period, the said land along with allied facilities & structures over the said land shall come back to BeDA, if at all the agreement period is not being extended by the Authority.

9. RESERVE PRICE

The Reserve price for annual license fee for the Marriage Mandap and Commercial Complex is **INR 30,00,000/- (Rupees Thirty Lakhs)** only. The selected bidder shall pay to the Authority the quoted license fee, GST and other statutory taxes and fees over and above the license fee.

10. SAFETY CODE AND SAFETY RULES (Construction & Operation period)

- A. First aid facility shall be maintained in a readily accessible place of the Marriage Mandap and Commercial Complex.
- B. Fire safety measures shall be maintained within the Marriage Mandap and Commercial Complex with due approval and clearance from the fire safety departments, to be obtained by the selected bidder.
- C. No paint containing lead/ lead products shall be used except in the form of paste or readymade paint.

11. ELIGIBILITY CRITERIA

For participating in this bidding process, the Applicants would require to comply with the following criteria:

- A. The applicant shall be either an Individual/ Firm/Company/ Proprietorship registered under relevant Acts and Regulation.
- B. Any applicant who has been a defaulter in earlier payments to BeDA in any respect will not be eligible for technical and financial evaluation.
- C. Any entity which has been barred/blacklisted by any public / semi-public agency / Central / State / Local Government, and the bar subsists as on the date of Application, would not be eligible. An undertaking in this regard shall be submitted along with the bid by the authorized signatory.
- D. The applicant should have experience in construction and development of projects preferably in Convention Center/Kalyan Mandap/ Banquet Hall/ Hotel/ Commercial building/ Institutional building/Apartments etc. in last 5 years since the last date of submission of amounting Rs.10.00 Cr. (Rupees Ten Crore) only in a single project. The construction should be in Govt. /Semi Govt. Sector/P.S.U. or Private Sector in Odisha state only. (proof of the same must be enclosed)

- E. The applicant should have minimum average annual turnover of Rs 20.00 Crores at least in last 03 financial years i.e. 2023-2024, 2022-2023 and 2021-2022. *(Certified copy by Chartered Accountant has to be enclosed)*
- F. *Bidders Net worth for last Financial Year (i.e. FY 2023-24) should be at least Rs. 10.00 Crores. (Certified copy by Chartered Accountant has to be enclosed)*
- G. Consortium is not allowed.
- H. Even if an applicant Firm satisfies the above requirements, it will be subject to disqualification at any stage of this selection process, if it has;
- i. Made a false representation in the form, statement and attachments required in the Registration documents;
 - ii. Record of poor performance;
 - iii. If it has been convicted by any court of law.
- I. The land shall not be mortgaged in any manner for obtaining any financial benefit for the project.

12. TERMINATION OF CONTRACT

BeDA may at its sole discretion terminate the agreement without assigning any reason whatsoever, if the Authority finds any illegal activities or any activities in contravention to the approved use. Also, if there is a default in the payment of the rent, for a continuous period of 01 (one) quarter or so, BeDA shall reserve the right to terminate the agreement after giving two months prior notice. The decision of BeDA Authority in this matter shall be final and binding. For the above cases, either of the parties can terminate the agreement giving a notice 2 months' notice. In such event, the possession of the said land along with allied facilities & structures over the said land shall come back to BeDA automatically.

13. RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "non-responsiveness" if it does not satisfy any of the following conditions;

- It is not received by the due date and time as specified in the EoI;
- It does not contain sufficient information for it to be evaluated and/ or is not in the formats specified;
- It is not signed and/ or sealed in the manner specified in the EoI;
- It is not accompanied by Bid Security;

The Bid shall be considered to be substantially responsive if it confirms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which;

- Affects in any substantial way, the scope, quality, or performance of the Project, or

- Limits in substantial way, inconsistent with the EoI document BeDA's rights or the Bidders obligations under the Agreement, or
- Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

A bid once declared as "non-responsiveness" and rejected, cannot be made responsive by the bidder having corrected or withdrawn the non-confirming deviation or reservation.

14. SELECTION METHODOLOGY AND AWARD OF WORK

Procedure for the award of work shall be as follows;

- All the Technical Bids so received shall be evaluated by BeDA and the financial bids, of those applications which are technically qualified bidder will be opened for evaluation.
- The successful bidder will be selected based on the highest annual license fee over Reserve Price offered quoted by BeDA by the technically qualified bidders.
- BeDA will communicate the successful bidder through a Letter of Award (LoA) along with the draft Contract agreement.

15. RIGHT TO ACCEPT OR REJECT

BeDA reserves the right, without any obligation or liability, to annul to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

16. SUBMISSION OF BIDS

The Proposal must be inserted in sealed envelopes. The applicant's name and address in the left-hand corner of the envelope and super scribed in EXPRESSION OF INTEREST FOR "Development of Marriage Mandap and Commercial Complex at Vivek Vihar Phase II, Ambapua, Brahmapur" along with allied facilities on "**Annual License Fee Basis**". The sealed envelope shall contain two separate sealed envelopes containing Technical Proposal (**Envelope-1**) and Financial Proposal (**Envelope-2**).

a. Technical Bid (Envelope-1)

The proposal shall be prepared and signed in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. The person or persons who sign the Proposals must initiate any such corrections.

All pages of the Proposal shall be signed by the eligible Authority.

i. Envelope A (Technical Bid)

The EoI should be submitted in a sealed envelope contain all the details mentioned below;

- ✓ Project proposal including Conceptual plan of the project, cost estimate as per schedule of Rate, Odisha and market rate for non-schedule items, Operational & Maintenance Plan, approach and methodology, time schedule for construction (Bar Chart).
- ✓ Covering letter as per **Annexure-A**
- ✓ Details of applicant as per **Annexure-B**
- ✓ Project data sheet as per **Annexure-C**

ii. Envelope-B (Cost of Document)

Cost of bid document in the form of Demand Draft from any Nationalized/ Scheduled bank of Rs.10,000/- (Rupees Ten Thousand) only (Non-Refundable) in favor of "The Secretary, Brahmapur Development Authority" payable at Brahmapur.

iii. Envelope- C (EMD/Bid Security)

Bid security in the form of Demand draft from any Nationalized/ Scheduled bank of Rs.10,00,000.00 (Ten lakhs only) only in favor of "The Secretary", Brahmapur Development Authority" payable at Brahmapur shall be submitted. The bid security of the successful bidder shall be returned upon submission of the Performance Security by the developer. The bid security of the unsuccessful bidders shall be returned within 30 days from opening of financial bid or from the execution of the agreement with the successful bidder whichever is earlier.

The bid security will stand forfeited if:

- a) Bids are withdrawn within the validity period;
- b) Preferred Bidder fails to sign the Agreement within 4 weeks of issuance of LOA;
- c) Preferred Bidder fails to provide Performance Security within the stipulated time period;

The above Envelopes (Envelope-A, Envelope-B, Envelope-C) put together by eligible bidder in one single outer envelope (**Envelope-1**). It shall be sealed and should be clearly labelled as **EXPRESSION OF INTEREST FOR "Development of Marriage Mandap and Commercial Complex at Vivek Vihar Phase II, Ambapua, Brahmapur along with approved allied facilities on Annual License Fee Basis"**. Also, the envelope must be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL COMMITTEE" and should be delivered by registered post/ speed-post/courier, not later than 15:00 hrs. on Dt. ____/____/2025 at the following address;

To,

**The Secretary,
Brahmapur Development Authority (BeDA),
Court Road, Near Courtpet Junction,
Brahmapur (Ganjam), Odisha-760004**

Completed proposal must be delivered on or before the Bid Due Date and time.

b. Financial Bid (Envelope-2)

The financial proposal shall be as per **Annexure-D** and shall be submitted in a separate envelope (**Envelope-2**). The payment schedule in brief shall be submitted along with the financial bid.

c. Performance Security

The Selected developer would be required to submit a Performance Security of an amount equivalent to 50% of the quoted annual license fee for 1st year, in the form of a Demand Draft in favour of "**Secretary, Brahmapur Development Authority**", payable at Brahmapur from a nationalized/ Scheduled bank, within 15 days of issuance of Letter of Award (LOA). The said Performance Security shall be refunded without any interest, upon expiry of the agreement between BeDA & the selected developer after successful handover of the project to BeDA as per the terms of this agreement.

17. PROPOSAL VALIDITY

The Proposal is valid for a period of 180 days from the Proposal Due Date.

18. SIGNING OF AGREEMENT

The selected bidder needs to submit the acceptance of the LoA within 15 days of its issuance. Further the selected bidder will have to execute a registered contract agreement with BeDA within 30 days of acceptance of the LoA by submission of 50% of the quoted annual license fee in the form of a Demand Draft. Failure in acceptance of LOA and non-submission of performance security within the timeline shall lead to forfeiture of EMD.

19. The bidder may request for NOC for availing financing from lending institutions without mortgaging the land as mentioned in clause 6.

20. HANDING OVER OF POSSESSION

BeDA shall handover the possession after execution of registered agreement within 30 days. Failure to take over the possession shall lead to forfeiture of 25% of the performance security.

During the handover of the site, if any increase/decrease in area is observed, then the license fee shall be amended and the bidder agrees to pay the amount accordingly.

Covering Letter
(On the Letterhead of the applicant)

To,

Date: _____

The Secretary,
Brahmapur Development Authority (BeDA),
Court Road, Near Courtpetta Junction,
Brahmapur (Ganjam), Odisha-760004

Ref: Expression of Interest (EoI) Development of Marriage Mandap and Commercial Complex along with approved allied facilities on "Annual License Basis" at Vivek Vihar, Ambapua, Brahmapur.

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the EoI, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Expression of Interest.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)
**Duly signed by the Authorized Signatory of the
Applicant (Name, Title and Address of the
Authorized Signatory)**

Details of Applicant
(On the Letter Head of the Applicant)

a. Name of the Individual/ firm/company:			
b. Name of the contact person:			
c. Designation of Contact Person:			
d. Company/Firm :			
e. Address :			
f. Contact Telephone/ Mobile number :			
g. E-mail ID:			
h. Aadhar Details:			
i. PAN Card Details:			
j. GST Details:			
k. Turnover:	Financial Year	Amount in INR	
	2023-24		
	2022-23		
	2022-21		

* Valid documents to be submitted in support of Sl. d, h, i, j and k.

Duly signed by the Authorized Signatory of the Applicant (Name, Title and Address of the Authorized Signatory)

* CA-certified copies must be submitted for the Average Annual Turnover certificate for the past three years and the Net Worth certificate for last FY 2023-24, along with supporting documents, including the audited balance sheets for the last three financial years.

Format for Project Data Sheet

Sl. No	Parameters	Details				
1	Project Title					
2	Project Description (Residential/Commercial)					
3	Location					
4	Name of the Client					
5	Total Project Cost (In Indian Rupees)					
6	Total Built-up area in Sq. ft.					
7	Period of Services rendered by the Applicant	<table border="1"> <tr> <td>Start date</td><td></td></tr> <tr> <td>End date</td><td></td></tr> </table>	Start date		End date	
Start date						
End date						
8	Present Status of the Project (Completed/ongoing)					
9	Other Information relating to Project					
10	Copy of work orders					
11	Completion certificate issued by the client					

Note: The work order along with the completion certificates or such shall be attached for every project. Experience of only completed construction projects shall be considered for evaluation. A single data sheet needs to be filled up and submitted for every single project.

Duly signed by the Authorized Signatory of the Applicant (Name, Title and Address of the Authorized Signatory)

FINANCIAL PROPOSAL

To,

Date: _____

The Secretary,
 Brahmapur Development Authority (BeDA),
 Court Road, Near Courtpetta Junction,
 Brahmapur (Ganjam), Odisha-760004

Sub: Financial Proposal for "Development of Marriage Mandap and Commercial Complex along with approved allied facilities on Annual License Basis" along with approved allied facilities at Vivek Vihar, Ambapua, Brahmapur.

We, the undersigned, offer to develop the projects on Annual License Basis for a period of 30 years, in accordance with your advertisement. Our total financial quote is as given below,

Name of the Project	Financial Quote
Development of Marriage Mandap and Commercial Complex along with approved allied facilities on Annual License Basis" along with approved allied facilities at Vivek Vihar, Ambapua, Brahmapur	Rs. _____/- (Rupees _____ Only) <i>(Both in Words and Figures, exclusive of GST and other applicable taxes and any other Govt. charges i.e. ground rent/ cess etc.) as License fee per year for 1st year to BeDA and subsequent escalation of 20% after completion of every three years.</i>

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

Yours faithfully,

For and on behalf of (Name of Applicant)
Duly signed by the Authorized Signatory of the Applicant (Name, Title and Address of the Authorized Signatory)

DRAFT ANNUAL LICENCE AGREEMENT

This Annual License Basis Agreement made on this Dt. ____/____/2025

BETWEEN

Brahmapur Development Authority, a statutory body constituted under Orissa Development Authority Act, 1982 having perpetual succession and common seal represented by the Secretary, having office at Court Road, Near Courtpet Junction, Brahmapur (Ganjam), Odisha-760004, party of the FIRST PART, hereinafter called the BeDA (which term shall mean and include unless excluded by or repugnant to the context its successors in office and assigns)

AND

Part of the SECOND PART, hereinafter called the DEVELOPER (which term shall mean and include unless excluded by or repugnant to the context its successor or successors in office and assigns)

WHEREAS the land parcel having plot no. _____ at Vivek Vihar, Ambapua, Brahmapur measuring _____ sq. ft. area earmarked plot of BeDA.

WHEREAS the AUTHORITY decided to develop the said plot by way of construction of Marriage Mandap and Commercial Complex along with approved allied facilities on License basis through the developers having expertise and financial soundness and in consonance with the said decision, the Authority invited offers from different Developers through notice published in newspapers and website (www.bdabrahmapur.in) during _____ to _____ vide Notice No. _____.

WHEREAS _____ having learnt the notice published in the newspaper offered his proposal on Dt. ____/____/2025 in the office of the Authority.

WHEREAS the Proposal of _____ after being received by the Authority was thoroughly considered and was accepted by the Authority in its _____ meeting held on Dt. ____/____/2025 for the Development of Marriage Mandap and Commercial Complex along with approved allied facilities on License basis, on the said plot, and the agreement is being signed.

NOW THIS INDENTURE WITNESSTH that the parties hereto have agreed to the following terms and conditions.

- 1) The Authority here by allows and permits the Developer to construct Marriage Mandap and Commercial Complex and other facilities as per the approved plan on the said plot, as the plan to be sanctioned for which necessary application shall be made by the Developer to the authorities concerned and cost involved for preparing such plans shall be borne by the Developer.
- 2) In these presents unless there is something in subject or context contrary or repugnant to or inconsistent therewith.
 - 2.1 AUTHORITY shall mean the BeDA and its successor or successors in office;
 - 2.2 DEVELOPER shall mean the said Developer mentioned herein before and its successor and successors in office assign;
 - 2.3 The said PLOT shall mean the said pieces and parcels of land collectively more fully and particularly described in the LAND SCHEDULE available in BeDA office notice board and Planning Section;
 - 2.4 THE MARRIAGE MANDAP AND COMMERCIAL COMPLEX AND OTHER FACILITIES shall mean the Marriage Mandap and Commercial Complex and other facilities to be constructed, erected and completed on the said plot;
 - 2.5 ARCHITECT shall mean any person or company whom the Developer may appoint from time to time as the Architect of the Marriage Mandap and Commercial Complex and other facilities in terms of these presents;
 - 2.6 The Plan shall mean the plan or plans, elevation, design, drawings and specifications of the Marriage Mandap and Commercial Complex as shall be prepared by the Developer and sanctioned by the Authority including any modification or variation there on which may be made from time to time under the approval of Authority;
 - 2.7 ANNUAL LICENCE FEE shall mean the fees agreed to be paid to BeDA by the Developer for commercial exploration of the said Marriage Mandap and Commercial Complex.
- 3) This agreement shall be deemed to have commenced with effect from the date of handover of possession of these presents and with the commencement of the right of the Developer to start construction and continue till expiry of term of license for a period of 30 years (*excluding construction period of 1 year & deferred license fee period of 6 months*).
- 4) The Developer shall explore the viability of developing a Marriage Mandap and Commercial Complex, and in return, shall pay an annual license fee to BeDA. The license fee shall be enhanced by 20% every three years. Upon execution of the Agreement by the Authority, possession of the said plot shall be handed

over to the Developer for the construction of the Marriage Mandap, Commercial Complex, and allied facilities.

- 5) The Developer shall be solely responsible for investing the funds required to complete the construction of the Marriage Mandap, Commercial Complex and allied facilities including the development of the compound wall, installation of lift, provision of parking, site landscaping, lighting and other related works within a period of one year from the date of plan approval.
- 6) The Developer expressly agrees and undertakes that the Developer shall himself arrange for financing and/ or meeting all financing requirements through suitable debt, equity or any other acceptable financial mode at their own responsibility.
- 7) In the event the Developer fails to complete the project within the stipulated time period, the Authority shall have the right to revoke the Agreement and resume possession of the site along with all developments thereon without payment of any compensation. The Authority shall also forfeit the Performance Security and shall not be liable for any obligations or liabilities of the Developer arising from such revocation.
- 8) Authority will not provide any infrastructure beyond those available at site.
- 9) In consideration of the Authority having agreed to permit the Developer to undertake the development of the said plot in the manner hereinafter stated, the Developer has agreed to the terms and conditions set forth herein.
 - i. To commence construction of the project within one month from the date of signing the Agreement and/or approval of the plan by the Authority and to report the progress of construction to the Authority on a quarterly basis.
 - ii. To pay the annual license fee on or before the schedule date.
 - iii. The selected Developer shall be required to submit a Performance Security equivalent to 50% of the quoted annual license fee, in the form of a Demand Draft drawn on a Nationalized or Scheduled Bank, in favor of The Secretary, Brahmapur Development Authority payable at Brahmapur, on or before the signing of the Agreement.

The said Performance Security shall be refunded upon the expiry of the license term and successful handover of the project to BeDA, in accordance with the terms of this Agreement without any interest. However, the Performance Security shall be forfeited in the event the Developer fails to execute the project, abandons it after execution of the Agreement, or violates any of the terms and conditions of this Agreement.

- iv. To ensure that the map or plan for the construction of the Marriage Mandap, Commercial Complex and other allied facilities on the said plot is prepared, submitted, and sanctioned by the Authority. The Authority shall provide all necessary assistance to the Developer in this regard. Such plan(s) shall be prepared by a qualified Architect at the Developer's cost. The Developer shall obtain approval of the plan(s) from the Development Authority within 30 days. Any delay in approval attributable to BeDA shall be duly accounted for and the corresponding period shall be added to the construction timeline. Any modification to the original concept plan shall be made only with the prior approval of the Authority.
- v. To sign and apply for obtaining permission, approval or sanction as may be necessary or to be required for the purpose of construction of Marriage Mandap and Commercial Complex and other facilities on the said plot.
- vi. It shall be obligatory on the part of the Developer to make payment of the license fee in advance on a half-yearly basis, on or before the 1st day of each half-year, as stipulated in the Agreement. In the event of default, the license for the said plot shall be liable for cancellation. However, under special circumstances and at the sole discretion of the Authority, an extension of up to one quarter may be granted, subject to payment of interest on the defaulted amount at the rate of 12% per annum, calculated on a daily basis from the due date. If the payment is not received within the extended period, the license shall stand cancelled without any further notice to the Developer, and the Authority shall resume possession and take over the structure without any compensation or reimbursement of cost.
- vii. The Developer shall not be entitled to create any charge, mortgage, sublease, or transfer the rights over the land to any person, private party, financial institution, company or any other entity.
- viii. The Developer shall use the project exclusively for the purpose of establishing and operating a Marriage Mandap, Commercial Complex, and other allied facilities. The Developer shall not use the premises for any other activities that are incompatible with the intended purpose of the project or that may be detrimental to the interests of the Authority or the public at large.

In the event of any violation of the terms of the license by the Developer, the Authority shall have the right to revoke the Agreement, resume possession of the site along with all developments made thereon without payment of any compensation, and forfeit the security deposit.

- ix. The Developer shall hand over the project to the Authority upon the expiry of the 30-year license term, free of cost and on an "as is, where is" basis.

In such event, the Developer shall not be entitled to any compensation whatsoever.

The license period may be extended for a further term at the sole discretion of the Authority, subject to the satisfactory progress, operation, and completion of the project by the Developer, and based on mutually agreed terms and conditions.

- x. The Developer shall construct and maintain the project in good condition throughout the license period. If the Developer abandons or quits the project during the construction phase or at any time during the license period, the Authority shall have the right to forfeit the Performance Security, terminate the license and take over the land along with any developments made thereon, without payment of any compensation or cost to the Developer.
- xi. The Developer is liable to pay ground rent and bear charges on account of any tax, electricity and water charges and all other rates, taxes and outgoing payable in respect of said plot to BeDA as well as other agencies from the date of taking over possession of the plot.
- xii. The parties hereto shall not be held liable for any obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed due to the occurrence of a Force Majeure event. The obligations affected by such events shall remain suspended for the duration of the Force Majeure.

For the purpose of this Agreement, Force Majeure shall include, but not be limited to: natural disasters such as floods, earthquakes, storms, or tempests; war, riots, civil commotion, strikes, or any other act or event beyond the reasonable control of the parties.

- xiii. All disputes and differences between the parties hereto, arising out of or in connection with the implementation of the Annual License for the Marriage Mandap, Commercial Complex and other approved facilities or relating to the interpretation of any of the terms and conditions contained herein or concerning the determination of any liability shall be resolved either by the Vice Chairman, BeDA, whose decision shall be final and binding or through adjudication by the competent Civil Court at Brahmapur.
- xiv. The Developer shall be solely responsible for the structural safety of the building and for the proper maintenance of the project throughout the license period.
- xv. That this agreement is valid up to _____.

IN WITNESS WHEREOF the parties hereby executed these agents on the day, month and year first above written.

On behalf of Brahmapur Development Authority (BeDA)	On behalf of Selected Developer
Duly signed by the Authorized Signatory of BeDA (Name, Title and Address of the Authorized Signatory)	Duly signed by the Authorized Signatory of Developer (Name, Title and Address of the Authorized Signatory)

Witness	Witness
1.	1.
2.	2.

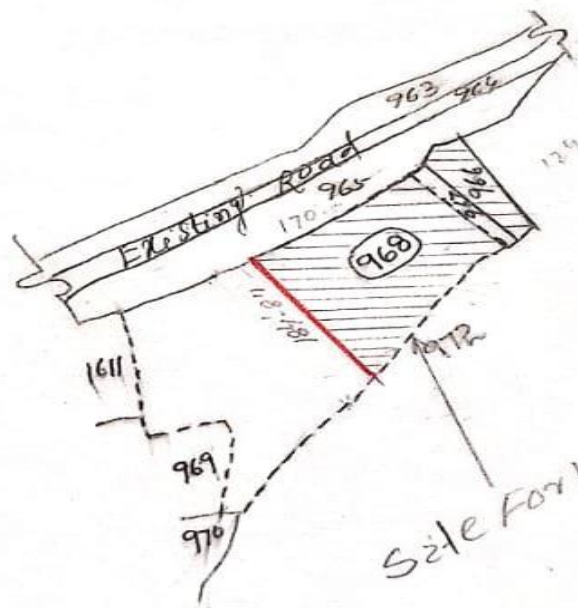
Note: This above License Agreement is in draft form only which is subject to change with the words and letters and with alterations (if any) without changing the general terms and condition of the bid document while execution of final license agreement.

SKETCH LAY-OUT of Site

Mouza:- Ambapua
 Tahasil:- Berhampur
 Dist :- Ganjam
 Scale 32"=1 Mile

Land Schedule

Khata No	Plot No	Total Plot Area	Required Area
442/4925	968	Ac 1.410	Ac 0.595
- do -	966	Ac 0.115	Ac 0.115



Site For Kalijan Mandir

