



**TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL**

Responses to Pre-Bid Queries

in respect of

REQUEST FOR PROPOSAL

for

**Long Term Lease of Surplus Land at Tollygunge and
Belgachia Depots of The Calcutta Tramways Company
(1978) Limited**

8 April 2014

Sl. No.	Query	Response
1	We have deposited Rs. 1 lakh as security deposit for issuance of tender document pursuant to newspaper advertisement dated 31.10.2013 for depots of CTC. Now we do not want to participate in the aforesaid project or tender process. In such we would like to get refund of the same.	The Rs. 1 lakh tendered was towards the bid document cost, which is non-refundable.
2	Clarifications on extension of deadline for submission of bids	The deadline for bid submission has been extended to 21 April 2014. Please refer to addendum notice 3 issued in this regard.
3	Change in area of land and the Autocad & A3 plans of the same	<p>The area of the land in Belgachia Depot has increased. Please refer to addendum notice 3 in this regard.</p> <p>The Autocad drawings of both depots would be sent by email to the bidders who have paid the bid document cost and have provided their email address.</p>
4	On whose name must the sanction plan be applied for, CTC or the lessee?	The sanction plan must be applied for in the name of the lessee.
5	Extension of 60 months for completion of project	Please refer to clause 2.3 of the proforma Lease Deed.
6	On clause 4.2 of RfP: CTC shall retain the right of permissive possession with it for six months from the date of handing over of the possession to the Lessee (i.e. the successful bidder)	No change in RfP conditions.
7	<p>On clause 2.6 of RfP: “Upon execution and registration of the Lease Deed, the lease will be deemed to commence on the date the Selected Bidder is put in possession of the said land parcel.”</p> <p>The terms and conditions in relation to execution of lease and the handing over of the vacant physical possession to the lessee may please be necessarily modified in view of the interest of both the parties without any prejudice.</p>	No change in RfP conditions.
8	Further, in relation to the demarcation of land and putting the Lessee in physical possession of the said land, as per the general view and common opinion of the participants in the pre-bid conference, it may please be considered that upon payment of 20% of the lease premium by the successful bidder, the demarcation of the said land with necessary boundary wall separating it from the adjacent land to be constructed either by CTC at the cost of the successful bidder or by the successful bidder under supervision and presence of CTC's officials.	<p>The said land parcel has already been separated in the municipal records.</p> <p>Boundary walls if any would have to be put up by the Selected Bidder/ Lessee.</p>
9	The time period for issuance of LOI from the date of	In the case of the bid process for the

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	opening of the Financial Bid is not specified in the RfP, which otherwise is important for the bidders to know in advance since the payment schedule is completely linked with LOI itself. Kindly specify the timeline.	Kalighat, Khidderpore and Galiff Street depots of CTC, LOI to the Selected Bidder was issued within 2 weeks after the date of opening of Financial Bids.												
10	As per the RfP document, the Lease Premium shall be 95% of the Financial Bid amount. Kindly clarify about the remaining 5%.	In terms of the present structure of the lease, 95% of the Financial Bid is payable as Lease Premium and 0.3% of the Financial Bid is payable as annual lease rent during the lease period.												
11	In the operative part of the PoA's draft for Consortium (Annexure D – Page no. 57), there are three blank spaces left for insertion of the name of three members of the Consortium. Since maximum number of members can be three, it seems that the Lead Member is also one among the Principals and Attorney as well, whereas the PoA is actually for the assignment of power to the Lead Member by the rest two members. Need clarity on this since the same entity is appearing as the Principal and Attorney both.	The first three blanks in the 2 nd paragraph of Annexure – D, will be the names of all the two/ three companies forming the Consortium. The Lead Member is not required to be a Principal and in the 4 th paragraph, the name of the other one/ two companies with their respective addresses who are empowering the Lead Member to act on their behalf should be provided.												
12	Is it necessary for Power of Attorney holder to sign the bid document? As per the PoA, the Attorney can sub-delegate his power. Can the Attorney sub-delegate and authorise somebody else to sign the bid document?	The Constituted Attorney of the Lead Member should ordinarily sign all the bid documents including the Statement of Legal Capacity. The Constituted Attorney may sub-delegate the power to execute all bid documents in favour of a third person, except the Statement of Legal Capacity which should only be executed by the Constituted Attorney. In such a case, the document showing delegation of such power should also be submitted with the bid documents by the bidder.												
13	Who will sign the Statement of Legal Capacity (Annexure I), whether the Power of Attorney holder or the Authorised Signatory appointed by the PoA holder?													
14	<table border="1" data-bbox="285 1360 943 1829"> <thead> <tr> <th data-bbox="285 1360 464 1535">Members of Consortium</th> <th data-bbox="464 1360 630 1535">Authorised Signatories of the Members</th> <th data-bbox="630 1360 776 1535">Power of Attorney Holder</th> <th data-bbox="776 1360 943 1535">Authorised Signatory to sign & submit the Bid</th> </tr> </thead> <tbody> <tr> <td data-bbox="285 1535 464 1633">A (Lead Member)</td> <td data-bbox="464 1535 630 1633">X</td> <td data-bbox="630 1535 776 1829" rowspan="3">A – Lead Member (Acting through X)</td> <td data-bbox="776 1535 943 1829" rowspan="3">'P' (duly appointed and delegated by 'X')</td> </tr> <tr> <td data-bbox="285 1633 464 1732">B (Member 1)</td> <td data-bbox="464 1633 630 1732">Y</td> </tr> <tr> <td data-bbox="285 1732 464 1829">C (Member 2)</td> <td data-bbox="464 1732 630 1829">Z</td> </tr> </tbody> </table> <p data-bbox="285 1864 943 1894">On the basis of the formats provided in the RfP</p>	Members of Consortium	Authorised Signatories of the Members	Power of Attorney Holder	Authorised Signatory to sign & submit the Bid	A (Lead Member)	X	A – Lead Member (Acting through X)	'P' (duly appointed and delegated by 'X')	B (Member 1)	Y	C (Member 2)	Z	Annexure – D is to be executed by Y and Z only, whereby A (acting through X) becomes the Attorney. X should sign the Statement of Legal Capacity and may authorize P to sign other bid documents. In such a case, the document showing delegation of such power should also be submitted with the bid documents by the bidder.
Members of Consortium	Authorised Signatories of the Members	Power of Attorney Holder	Authorised Signatory to sign & submit the Bid											
A (Lead Member)	X	A – Lead Member (Acting through X)	'P' (duly appointed and delegated by 'X')											
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	<p>document, we have drawn the following illustration considering the applicant as a Consortium. Kindly confirm if it is correct.</p> <p>Hereinabove, it's presumed that A (lead member), B (member 2) & C (member 3) are the 3 members of a Consortium, and X, Y & Z are the authorised signatories of the consortium members respectively. Through a Power of Attorney executed by X, Y & Z (on behalf of A, B & C), A (acting through X) becomes the Attorney. X appoints P as an authorised signatory to participate in the Bid.</p> <p>As a result, X shall sign the Statement of Legal Capacity (Annexure I) he authorising P as the authorised representative to sign the Bid documents to be submitted.</p>	
15	Please let us know what changes have been made in the current bid document compared to the earlier one.	Annexure 1 of this document gives the list of important changes made in the current bid document
16	We had earlier sent a mail requesting to confirm if we have to buy a fresh RFP document as we had already purchased a document earlier.	Please refer to clause 1.2.10 of the RfP. "Bidders who have already paid the bid document cost during the earlier bidding process for a particular depot need not pay the bid document cost again for such depots."
17	Please let us know what will be the amount of the Performance Security? Rs.2 crores equivalent to Bid Security or Lease Premium Amount?	Please refer to clause 2.5.2 of the RfP. The amount of the performance guarantee will be of equivalent amount as the bid security.
18	The lease is for 99 years with renewal option for another term of 99 years. Nothing has been clarified on the Renewal Clause.	Please refer to clause 3.3 of proforma Lease Deed.
19	The Developer has to pay annual Ground lease rent of 0.3% of the financial bid every year upto the tenure of the lease. Once the developer hands over the Project, who would be responsible to pay the same? How the Developer can ensure that this money is paid on time.	As the lessee to CTC, the Developer shall be liable to pay the annual lease rent to CTC each year, irrespective of the status of the Project.
20	ULC clearance - We understand that at this stage CTC is holding the land and is not under the ambit of ULC. What happens once the same gets transferred to the Selected Developer.	Please refer to clause 1.2.4 of the RfP.
21	As desired during the meeting, we kindly request you to email us the Autocad drawing of the surplus land on long term lease at Belgachia Depot.	The Autocad drawings of both depots would sent by email to the bidders who have paid the bid document cost and have provided their email address.
22	The process with respect to the Exemption under the	Please refer to clause 1.2.4 of the RfP.

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	Urban Land (Ceiling and Regulation) Act, 1976 to be granted by the Urban Development Department needs to be further clarified. We feel that this should be an only an administrative approval. Further the shortlisted bidder should be allowed to apply for this approval after payment of the first installment of 10% rather than waiting for the possession for making the application	
23	CTC to indemnify bidders against defects in title relating to the property and also for any liabilities/unpaid taxes/dues etc. This is a standard provision in any property transaction	No change in RfP conditions.
24	Property should be clearly demarcated with a joint survey to ensure 240.5 cottahs of land.	The land parcel will be jointly measured at the time of handover.
25	Period of 60 months for completion of project to commence post the bidder obtaining the approvals for building plans and other sanctions/permissions required to commence construction. The selected bidder should be required to submit plans for approvals within a period of 9 months from possession date. Further the 60 months' time should be automatically extended for any period due to force majeure events which affects the development of the project.	No change in RfP conditions.
26	In the event that the Department cancels the bid or declares a re-bid due to any reasons other than the default of the selected bidder, the Bid Security and any part of the Financial Bid that may have been paid pursuant to the bid, should be refunded forthwith to such bidder.	Please refer to clause 1.18.4 of the RfP.
27	Renewal of the Lease for further term of 99 years should be automatic upon the expiry of the initial period of 99 years based on an indexation mechanism for the lease rental as contained in the Lease Deed.	Please refer to clause 3.3 of proforma Lease Deed.
28	There should be no forfeiture of Bid Security for delay in providing any supplementary information or other procedural matters which can be easily remedied by the bidder.	No change in RfP conditions.
29	There should be a mechanism for resolution of disputes relating to the lease deed by arbitration by a mutually appointed arbitrator.	No change in RfP conditions.
30	We understand that the Lessee is entitled to grant a sub-lease to the association of apartment owners / building residents and the apartment owners in turn can further sub lease to a second buyer. The same may be explicitly clarified in the lease deed.	Please refer to clause 2.20 of the proforma Lease Deed.
31	What can be the latent and evident defects in the land. What could be the character of the land for which the department will not take responsibility.	Please refer to clause 1.2.11 of the RfP. No further declaration will be given than what has already been provided in the RfP.

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	Since the govt is leasing out the land, we presume that the title of the land is clear. Whether the Govt. will be giving any declaration to this effect.	
32	Will the land be butted and bounded on all four sides by the Govt at the time of handover. This will also have proper demarcation of the land for the buyer	The land parcel will be jointly measured at the time of handover. Boundary walls if any would have to be put up by the Selected Bidder/ Lessee.
33	The ULC dept. would grant exemption to the selected bidder on a “case to case basis”. We understand that since the Govt. is selling the land, there is no case for excess land and no NOC should be required from ULC Dept. In case required, the Govt. should indemnify the buyer in case of any adversity.	No change in RfP conditions.
34	The stipulated period of 60 month should start after registration and all clearance (removal of material, ULC, if required etc.)	No change in RfP conditions.
35	What would be the time required for handover of possession of land after payment of 75% of Financial Bid by the Selected Bidder?	The intimation of handing over of possession of the identified land parcel would be sent to the Selected Bidder only when the land parcel is ready for possession; hence the actual handing over of possession would be done within a reasonable time period of CTC confirming receipt of payment of 75% of the Financial Bid by the Selected Bidder.
36	What is the minimum time period after which possession Selected Bidder would need to pay 75% of Financial Bid. This is required for cash flow planning by the Selected Bidder.	As specified in Sl. No. 9 of Appendix I: Data Sheet. CTC reasonably expects that it will require the entire period of 3 months for handing over possession.
37	Please find attached the BG format with some minor changes/additions. Kindly review the same and suggest if such minor changes would be permissible.	In this case, if all the clauses required as per Annexure E (both in letter and in spirit) are provided in the Bank Guarantee, it may not be rejected merely on the grounds of minor difference in formats.

Annexure 1: Changes from previous RfP

Sl. No.	Parameter/ Terms & Conditions	As per earlier RfP	As per new RfP	Relevant clause in new RfP
1	Timelines for payment of the Lease Premium by the Selected Bidder	i) Payment of 10% of Financial Bid within 7 days of LOI ii) Payment of balance 85% of Financial Bid within 30 days of LOI.	i) Payment of 10% of Financial Bid within 7 days of LOI ii) Payment of 10% of Financial Bid within 30 days of LOI iii) Payment of balance 75% of Financial Bid within 10 days of intimation of handing over of possession.	Clauses 2.3.5 and 2.4
2	Amount of bid security	Rs. 2 crores for all depots	For Tollygunge depot: Rs. 2 crores For Belgachia depot: Rs. 43 lacs	Sl. No. 4 of the Data Sheet
3	Time period for completion of the project	60 months from grant of LOI. The Selected Bidder/ Lessee would need to obtain the full occupancy certificate from KMC within this period as proof of completion of the project and for release of Performance Guarantee by the Transport Dept./ CTC.	60 months from date of handing over of possession of the land parcel. The Selected Bidder/ Lessee would now need to only obtain a notice of completion issued by a certified LBS/ LBA as proof of completion of the project and for release of Performance Guarantee by the Transport Dept./ CTC (as stipulated in Rule 27 of the KMC Building Rules). Thereafter the Selected Bidder/ Lessee would still need to obtain the full occupancy certificate from KMC (as stipulated in Rule 28 of the KMC Building Rules).	Clause 1.2.5
4	Time period for handing over possession of the land to the Selected Bidder.	This varied from 8 to 9 months for the 3 depots under consideration.	3 months from date of payment of 1 st installment of 10% of Financial Bid. Majority of the payment (75% of Financial Bid) is linked to handing over of possession of the land to the Selected Bidder, thus providing comfort to the potential bidders.	Sl. No. 9 of the Data Sheet
5	Title of CTC on the land	It was represented on behalf of the STU that it had title to grant lease on the identified land parcel. However, the bidder was	It is further stated that the STU has duly examined its title of the identified land parcel through its legal consultants and the STU upon being satisfied as to the title of	Clause 1.2.11

Sl. No.	Parameter/ Terms & Conditions	As per earlier RfP	As per new RfP	Relevant clause in new RfP
		required to satisfy itself in respect of the title prior to submission of the bid.	the land parcel, on the basis of disclosed documents (which would be made available to intending bidders), the same is now being offered to the bidders on lease.	