

**TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL**

Responses to Pre-bid Queries

with respect to

REQUEST FOR PROPOSAL

for

**Long Term Lease of Surplus Land at Tollygunge, Kalighat,
Belgachia, Shyambazar, Galiff Street and Khidderpore depots of
The Calcutta Tramways Company (1978) Limited**



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3rd December 2013

Sl. No.	Query	Response
1	As per appendix IV Annexure B, sl no. 6 net worth details for the financial year 2011-12, 2010-11, 2010-11 are to be given. Will these be 2012-13, 2011-12, 2010-11?	No
2	As per appendix IV Annexure G, regarding Financial capacity of the bidder, the net worth as on last date of financial year 2011-12 is to be submitted. Will it be last date of financial year 2012-13?	No
3	As per clause 1.4.9 of the bid document Audited Annual Reports for the financial years 2009-10, 2010-11, 2011-12 are to be submitted. Will these financial years be 2010-11, 2011-12, 2012-13?	No. Financial Years stated in Sl. No. 6 (both single bidder and consortium) of Appendix IV Annexure B at p. 51 to read as follows: - "2011-12, 2010-11, 2009-10"
4	As per clause 1.5.1 of the bid document, 95% of the amount of financial bid shall be the lease premium to be paid? What about the balance 5%?	See Clauses 1.2.8 and 1.2.9 of the RfP document
5 i)	When will the "Reserve Price" for the land be declared by the Department?	See Clause 1.2.12 of the RfP document
ii)	What will happen if the bid value of the lowest bidder is below the "Reserve Price"?	See Clause 1.2.12 of the RfP document
6 i)	Will the Department procure urban land ceiling clearance or the bidder will have to procure?	No. Department will not procure urban land ceiling clearance.
ii)	What will happen if the ULC clearance is delayed indefinitely?	See Clause 1.2.4 of the RfP document
7	Regarding uprooting of trees, clearance from the forest department is required. Whether the Department or the bidder will procure such clearance?	CTC will on a "no recourse" basis assist the Selected Bidder in applying for requisite clearances from the Forest Department, if any required.
8	[For Galiff Street]: Is the quantum of the land parcel of 14.95 kattah fixed or it may increase or decrease?	As per survey
9	In cases where net worth requirement is fully met by the Lead Member of the consortium what is the minimum shareholding required for the Lead Member of the consortium? For eg: Can the lead member who is complying with 95% of net worth requirement hold only 10% of the share in the consortium and other two consortium members meeting 5% of the net worth requirement hold the rest of the shares in the consortium?	As per RfP document

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10	Can a newly incorporated company be a part of the Consortium? The requirement for submitting the audited Annual Report for the last three years, as mentioned in Clause No. 1.4.9 of RFP, cannot be met by such companies.	No. Please follow RfP conditions.
11	It has been observed the there is encroachment or certain areas have been leased out by CTC in Shyambazar Depot. In such a case, will CTC ensure that the plot is free from all encumbrances before handing over the possession of the land within the stipulated time period?	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
12	The amount for Bid Security of Rs. 2,00,00,000/- as mentioned in Appendix I of the RFP is standard for all the tenders related to Long Term Lease of Surplus Land held by CTC. We feel that the Bid Security amount should vary based on the size and location of land.	As per RfP document
13	When does the 60 Month period for submitting the final completion certificate begin - signing of the Lease Deed or on possession of the land?	As per Clause 2.5.2 of the RfP document.
14	The need to submit 'Bank Guarantee' equivalent of Bid Security amount i.e. Rs. 2,00,00,000/- as Performance Guarantee, as mentioned in Clause 2.5.2, is deterrent to realization of the highest market value for the plot. The Performance Guarantee amount must be reduced.	As per RfP document
15	Is there any restriction in change of shareholding of any of the members of the consortium before the lease deed is signed or even after the lease deed is signed? Please clarify.	As per RfP document
16	It has been observed that there are many trees in the Belgachia Depot land. Will CTC approach the forest department and get all necessary clearances? No availability of such clearance or delay in getting the same will affect the performance obligation of the lessee.	CTC will on a "no recourse" basis assist the Selected Bidder in applying for requisite clearances from the Forest Department, if any required.
17	The entire proposed entrance of the Belgachia depot land is blocked by hutment. Will CTC ensure the lessee will get clear access to the plot?	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
18	What happens when no bid is submitted at or above the Reserve price set by the department?	As per Clause 1.2.12 of the RfP document.

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19	The payment term should be linked with handing over the possession of the plot as followed by HIDCO and KMC. Both have conducted a very established and successful way of bidding held by the government.	As per RfP document.
20	In Clause No. 1.1.4 at Page 8 of the RfP document, it is stated that the Shyambazar depot of the CTC at 129/4A, Bidhan Sarani, is one of such depot in which an identified land parcel has been separated from the rest of the depot and is being offered on lease. But when our representatives visited the said project site, they have found no such physical separation is there. Therefore please clarify whether before handing over possession to the successful bidder, physical demarcation/ separation of the said project land by erection boundary wall will be done at your end or not?	Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.
21	On physical inspection of the Shyambazar project site it appears that a two storied structure/ building, some shops, offices and one KMC toilet are situated within the project site. Who are the owner of these structures and will these structures be dismantled before handing over the said premises to the successful Bidder? Whether any NOC etc. will be required for the same?	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
22	Whether a consortium of three companies can participate in more than one tender for different projects like Tollygunge, Shyambazar and Belgachia etc.?	Yes.
23	What is the meaning of the expression "NON RESPONSIVE BID" as used in Clause No. 1.18.6 (a) at page 24 of the RFP document?	See Clause 2.2 of the RFP document.
24	Have any encumbrances of any nature been created or existing in respect of the proposed lands in question?	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
25	Why is the proposed time period for handing over the possession of said land parcel to the successful bidder/ lessee after payment of full lease premium stipulated as 9 months for Shyambazar depot? After making full payment of lease premium why will such a long period be taken for handover of possession of the land?	As per RfP conditions.
26	What will be the consequences, if for any reason (including on account of any litigation or else) the	As per RfP conditions.

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	delivery of possession or execution of lease deed is delayed? Whether in such event it will be opened for the successful Bidder to come out from entire transaction and get entire payment made by him refunded with banking interest or not?	
27	You are also requested to intimate us the date on which we can conduct the due diligence in connection with the concerned project upon perusal of relevant records and documents lying at your office.	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
28	In Clause No. 1.1.4 at Page 8 of the RfP document it is stated that the Tollygunge depot of the CTC at 257, Deshpriya Sashmal Road is one of such depot in which an identified land parcel has been separated from the rest of the depot and is being offered on lease. But when our representatives visited the said project site, they have found no such physical separation is there. Therefore please clarify whether before handing over possession to the successful bidder, physical demarcation/ separation of the said project land by erection boundary wall will be done at your end or not?	Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.
29	On physical inspection of the Tollygunge project site it appears that some petrol refilling station including underground oil reservoir and dispensers are situated within the project site. Who are the owner of those structures and whether those structures will be dismantled before handing over the said premises to the successful Bidder? Whether any NOC etc. will be required for the same?	See Clause 4.2 of the RfP document. Contractual arrangements in this regard will be terminated prior to handing over of possession.
30	Whether a consortium of three companies can participate in more than one tender for different projects like Tollygunge, Shyambazar and Belgachia etc.? Whether such Consortium can submit their Bid in respect of all the projects at Tollygunge, Shyambazar and Belgachia?	Yes.
31	What is the meaning of the expression "NON RESPONSIVE BID" as used in Clause No. 1.18.6 (a) at page 24 of the RFP document?	See Clause 2.2 of the RFP document.
32	Have any encumbrances of any nature have been created or existing in respect of the proposed lands in question?	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in

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		RfP document.
33	In course of physical inspection of the Tollygunge project site it has been informed by the concerned officials that a part of the existing said structure situated at the southern side of the project land will be retained by CTC. It appears that in such an event a portion of the said structure will come within the plot of the land, the map of which has been enclosed in the RfP document. Will the portion of such shed structure encroaching the project land be demolished and boundary wall be constructed thereafter or not?	Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.
34	Why is the proposed time period for handing over the possession of said land parcel at Tollygunge depot to the successful bidder/ lessee after payment of full lease premium stipulated as 8 months? After making full payment of lease premium why will such a long period be taken for handover of possession of the land?	As per RfP conditions.
35	What will be the consequences if for any reason (including on account of any litigation or else) the delivery of possession or execution of lease deed is delayed? Whether in such event it will be possible for the successful Bidder to come out from entire transaction and get entire payment made by him refunded with banking interest or not?	As per RfP conditions.
36	You are also requested to intimate us the date on which we can conduct the due diligence in connection with the concerned project upon perusal of relevant records and documents lying at your office.	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
37	No procedure defined for establishing Title (clause 1.2.11) - Govt. should allow access to Title Papers to ensure satisfactory due diligence	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
38	Bid document cost has been born by one of the minority partners in the consortium - CTC to confirm that this is acceptable	As per RfP conditions.
39	A per the CREDAI Bengal discussion note, there is some encroachment by a third party in the Tollygunge	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's

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	depot i.e. Vidyasagar Charitable Academy - will the Government confirm that they will bear the responsibility of handing over vacant land?	obligations regarding possession as contained in RfP document.
40	5 years is given for completion of project from LOI date. No grace period given for the time taken to get sanction plans approvals as well as other approvals - too many uncertainties as time-frame is not in the hands of the Developer. The 5 year period should start after a) receipt of sanction plan for KMC b) hand-over of vacant land possession C) ULCRA permission	As per RfP document.
41	Requirement of Performance Guarantee for above 5 year period - will raise costs for the developer	As per RfP document.
42	ULCRA Permission is to be granted on "priority basis" - no time-lines given. Govt. should expedite this before taking payment	As per RfP document.
43	0.3% of Lease Premium will be paid annually - This will be a logistical challenge for the developer once the flat have been sold. It would be better to make this a one-time payment, along with a token payment on annual basis. This will also depress valuations	As per RfP document.
44	Arbitration - Arbitration should be as per international norms, with the Govt. and the Bidder each appointing one Arbitrator, who will then appoint the 3 rd Arbitrator	As per RfP document.
45	Payment of remaining 5% - There is no clarity on the remaining 5% payable in terms of time-lines and also allocation	As per RfP document.
46	Time-Frame from Pre-Bid Meet (29th November) to Bid Submission Date (10th December) is too short.	As per RfP document.
47	For Tollygunge depot, there is a 8-month period between full payment and site-handover	As per RfP document.
48	5 years given for completion of project from LOI date. No grace period is given for time taken to get sanction plans approvals as well as other approvals	As per Clause 2.5.2 of the RfP document.
49	Exit mechanism for divestment of stake during execution of Project	See Clause 1.4.3(c) of the RfP document.
50 i)	Clause No. 1.2.4 of RfP: Is it is an assurance that ULC	The views of the UD Department (subsequently

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	clearance will be given to the project?	approved by the State Cabinet) on this subject are articulated in Clause 1.2.4 of the RfP document.
ii)	What will happen if ULC clearance is denied after executing the Lease Deed upon payment of Lease Premium - whether premium amount will be refunded?	
51	Clause 1.2.5 of RfP: Whether in suitable cases extension of the period of 60 (sixty) months will be available? The 60 month period should be from possession date.	See Clause 2.3 of the Proforma Lease Deed at p. 73 of the RfP document. Period of 60 months is calculated from date of LoI.
52 i)	Clause 1.2.11 of RfP: Whether copy of Title Deeds will be made available and if so when?	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
ii)	Is there any Title search conducted by the Department/ CTC and if so whether copy thereof will be available?	No. See Clause 1.2.11 of the RfP document.
53	Clause 1.8.2: Is it correct that re-tendering will be limited to the eligible tenderers only?	Eligible bidders will be determined according to fresh bidding documents.
54	Clause 1.8.4: Will the Department/ CTC refund the proportionate Lease Premium if the Department/ CTC re-enter the property due to misrepresentation of the Lessee or the entire Lease Premium will be forfeited?	No.
55	Clause 2.3.5 & 2.4: 95% of the Bid Amount is to be paid as follows: 10% on selection - within 7 days 85% within 30 days of LoI Is the balance 5% not to be paid?	As per RfP document.
56	Clause 2.5.2: Performance guarantee for equivalent amount as bid security (Rs. 2 crore) as security for completion of construction and obtaining full occupancy certificate in respect of proposed construction on the said land parcel within a period of 60 months from the date of grant of LoI. In view of the query below, should it not be "from the possession date"?	As per RfP document.
57	Annexure I: Time limit for handing over possession as stated in the RfP documents: Khidderpore: 3 months Galiff Street: 9 months Kalighat: 8 months after receipt of full payment of Lease Premium	Yes.
58	Appendix IV: Can the Power of Attorney be issued in	Yes. Maximum 2 who can act jointly or

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	favour of more than one person?	severally.
59	Appendix VI: New premises number to be made available for execution of Lease agreement. Will be the mutation be over before that?	Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.
60	Appendix VI: Details of commencement of lease are in different pages Pg 70 refers to 99 years from the execution date while Pg 72 refers to from the date of possession. Is it the lease date or date of possession?	Recital E of the Proforma Lease Deed at Appendix VI may be substituted by the following clause: "The Lessor has now agreed to grant to the Lessee a lease of the said premises for a period of 99 years <i>from the date of delivery of possession of the demised premises to the Lessee</i> and on the terms and conditions as hereinafter contained."
61	Appendix VI - 3.3: Query on second term of 99 years	
i)	What are terms and condition for renewal of second term and whether any further payment to be made?	As may be fixed as per Clause 3.3 of the Proforma Lease Deed in Appendix VI of the RfP document.
ii)	No reference for renewal of third term is made, so will it be for 198 years?	No provision for second renewal. See Clause 3.3 of the Proforma Lease Deed in Appendix VI of the RfP document.
62	Regarding site visit	
i)	Will the bid price differ if the area differs a little upon actual measurement?	No.
ii)	Galiff Street: Who will remove existing structures and encroachments/ tea stall?	See Clause 4.2 of the RfP document.
		CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
iii)	5-6 large trees are to be removed at the Galiff Street depot. Who will do it?	CTC will on a "no recourse" basis assist the Selected Bidder in applying for requisite clearances from the Forest Department, if any required.
iv)	Khidderpore: there is a 36 sq. m pump room inside the plot, if required to be kept will spoil the area behind that which is about 1.5 to 2 cottah. Will CTC remove the pump room before handing over possession?	See site plan. Pump room is outside identified land parcel.
v)	Kalighat: 2-3 large trees are to be removed. Who will do it?	CTC will on a "no recourse" basis assist the Selected Bidder in applying for requisite clearances from the Forest Department, if any required.

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63	Defects in title: Land will be given on as is where is basis. Department will not be responsible for title defects and any other defects in the availability of utilities and facilities of the site. Any title defects if detected need to be cleared by the selected bidders. No time exemption is granted on the same.	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
64	Re-planning of some of the land parcels and fixation of Reserve Price - Allowable FAR as per the plans of the properties attached in the RFP is lesser than the existing KMC Rules for the corresponding road width. The plots of land in some of the properties such as Belgachia Tram Depot, Kalighat Tram Depot etc. are oddly shaped and considering the Municipal Building Rules applicable on these properties, it will not be possible to use the complete FAR available on such properties. As such, the authority must keep in this mind before fixing the reserve price of the same. FSI/ FAR of a land cannot be utilized due to shape and size then reserve price should be adjusted accordingly otherwise the land will remain unsold.	As per the Corrigendum No. 1 dated 19th November 2013, the FAR will be as per applicable KMC Building Rules. The identified land parcels have been demarcated keeping in mind CTC's operations on the depot. Reserve Price will be fixed as per RfP document.
65	Existence of third party in some land parcels - In some land parcels, there are existing activities going on by third parties. For e.g. in Tollygunge Tram Depot, there is Vidyasagar charitable academy. These will need to be removed.	See Clause 4.2 of the RfP document. Contractual arrangements in this regard will be terminated prior to handing over of possession.
66	Encroachment - In some of the land parcels, there are encroachment inside and also outside on footpath in front of the property, which may also become a hindrance to the development. Same needs to be removed.	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
67	Lease Rent - Lease Rent of 0.3% of the Total Bid Amount as Yearly Lease Rent, will be a burden on the end users to the extent of Rs. 500/- to Rs. 1000/- per month per residential apartment/ commercial unit. This may become a very big negative point in marketing the constructed space in the proposed development to be developed by a Bidder. It is important to reduce the same to a token amount. This will help the authority to maximize upfront payment, as with this type of lease rent, the bid amount will come down significantly. It can also be a one-time payment.	As per RfP document.
68	Bid Security Amount - The authorities have asked for a	As per RfP document.

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	<p>Bid Security Amount of Rs. 2.00 Crores for each land parcel irrespective of size land available, which again is not feasible considering some of the land parcels are too small and a Bid Security of Rs. 2.00 Crores will be very high considering the value of the land. This may be a deterrent in attracting many of the Bidders. As such, the Bid Security Amount should be reduced. While a sum of Rs. 2.00 Crores may be kept for large parcels of land, such as Tollygunge Tram Depot, but for others, it should be reduced pro rata.</p>	
69	<p>Bank Guarantee during construction period - The authorities have also asked for a Bank Guarantee to ensure timely completion of the project. It is important to understand that for providing a Bank Guarantee, the Banks ask for 50-70% of the value of the Bank Guarantee to be kept as Fixed Deposit. The interest on such Fixed Deposits is almost 50% of the Borrowing Rate. As such project cost goes up and funds also remains locked.</p> <p>The authorities should appreciate that after paying a huge sum of the Bid Amount, none of the Bidders will sit idle, as such they will be losing interest on the said Bid Amount invested if the project does not proceed. As such the Bank Guarantee should not be required. However, the authorities can put certain stringent conditions in the Lease Deed itself, such as come financial penalty etc. in case the project is not completed in a time bound manner</p>	As per RfP document.
70	<p>Mode of Payment - The authorities are asking the entire payment in a very short time i.e. within 1 month from the date of finalization of successful Bidder whereas they are proposing to hand over the property to the successful Bidder within 8 months (for Tollygunge depot). In the past, it has been observed in some of the Bids of different departments of Government West Bengal, the respective departments have failed miserably to handover the properties to the successful Bidders because of various litigations, encroachments, title issues, other difficulties and issues involved in the process. This causes lot of uncertainty and risk. The authorities can take 10% of the amount immediately and the balance amount shall be realized only upon handover the possession coupled with execution of Lease Deed. If this is not altered many of the prospective Bidders will not participate because of apprehensions as mentioned. Payment of 95% should be</p>	As per RfP document.

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	linked to vacant possession of the said plot after separation and assessment by KMC. Delays in getting possession after paying full amount will lead to huge lossess for the selected Bidder. In this matter Department should pay some compensation.	
71	Payment of Taxes - Selected bidder's responsibility towards payment of tax starts from the date of handover of possession of land. Vacant land tax should be reasonably by KMC otherwise value of lands needs to be discounted to that extent. Tax to be effective after possession of property.	As per RfP document.
72	ULC Clearance - ULC clearance will be granted on a case to case basis with priority which may create delay, so it needs to be granted at the time of payment of 95% of the Bid Amount by the selected bidders.	As per RfP document.
73	Time of Completion - As per proforma Lease Deed within 12 months of handover of possession construction need to be started with all the approvals and sanctions. Time fixed for the completion of construction and obtaining occupancy certificate as 60 months from the date of LOI. Period of completion should be counted from the date of receipt of approvals and sanctions.	See Clause 2.5.2 of the RfP document.
74	Financial Capacity of Bidder - The Financial Capacity of the bidder will be considered as per the last date of Financial Year 2011-12. The same should be net worth as on 31 st March 2013, since audit of the same is already complete.	As per RfP document.
75	Assignment - As per proforma Lease Deed there is a restriction of the assignment /transfer of leasehold interest by the Lessee, which may be allowed only on prior written approval of the Department. Only Sub-leasing and sub-letting is allowed without prior permission. Unless assignment/ transfer is allowed Lessee will always remain responsible to the department (Lessor) for all types of lease covenants, even in case of defaults by the sub-lessees/ sub-tenants	As per RfP document.
76	Payment of Lease Premium in installments - There should be an option for the bidders to make payments of the Lease Premium in installments over a period of time for which the Government may charge an additional percentage over the highest bid for availing this option	As per RfP document.

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77	Sanction - The selected bidder should be allowed to apply for sanction of the proposed plans on receiving LOI document from the Government	As per RfP document.
78	Part sanction - Can part sanction be granted in premises, please clarify	As per extant law.
79	As per Clause 2.18 (page no. 76) of the lease deed lays a restriction on storage of hazardous inflammable combustible or explosive material. It may be clarified whether these expressions also include Petroleum products as we intend to set up Petrol Pump Retail Outlet on the offered parcel of land.	Such products which are required to be stored in the course of business may only be done after following appropriate safety and other legislations.
80	As per Clause 1.2.5 (page no. 10) reads “The land parcel shall be available for use by the selected bidder in whose favour the lease would be granted for any legal purpose provided however that the said land must be put to use & full occupancy certificate is obtained in respect of proposed construction on the said land within a period of 60 months from the date of grant of LOI as defined in Clause 2.3.5..... The matter may be clarified in view of our intention of setting up Petrol Pump Retail Outlet on the offered parcel of land.	Clause 1.2.5 of the RfP document will apply even in respect of construction of structures comprising of retail outlets.
81	Clause 1.2.11 (page no.11) reads “CTC represents that it has title to grant lease of such identified lands in terms thereof. A bidder may conduct a due diligence exercise & would be deemed to have familiarize itself with the status of the infrastructure facilities & other conditions appearing at the site before submitting its bid. The said parcel would thus be given on lease on - as is where is basis & the bidder must satisfy itself in respect of title of CTC prior to submission of its bid. No claim ion this account would be entitled by the Department /CTC at any stage. For conducting due diligence over the title of the land we need to have relevant land documents, which may be kindly provided to us.	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
82	Clause 1.18.3 (page no.23) reads: For Bidders who do not meet the eligibility criteria as per Clause 1.4.2, 1.4.3, 1.4.4, the bid security would be returned by the Dept., without any interest within 15 days of issuance of LOI or when the bidding process is cancelled as the case may be. The bid security of otherwise unsuccessful	Provisions relating to bid security and return of bid security are contained in Clause 1.18 of the RfP document.

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	<p>bidders will be returned, without any interest, within 90 days of issuance of LOI to the selected bidder or when the bidding process is cancelled by the Dept., as the case may be.</p> <p>We want to get clarification on what would be the outcome with respect to return of the bid security in case the bidding process gets entangled in a legal complication due to any reason & the LOI is not issued to the successful bidder.</p>	
83	<p>Clause 1.18.6 (page no. 24) reads: The bid security shall be forfeited & appropriated by the Dept. as damages without prejudice to any other right or remedy that may be available to the Dept. under the Bidding documents and/ or lease deed, or otherwise, under the following conditions... One of the conditions is that “If bidder submits the non responsive bid”.</p> <p>Matter may be clarified / elaborated.</p>	<p>Tests of responsiveness are contained in Clause 2.2 of the RfP document.</p>
84 i)	<p>Clause 2.5.2 (page 30) reads: Within 7 days of due date of full payment of the lease premium, the selected bidder shall furnish in the form of BG, the performance Guarantee for equivalent amount as bid security as security for completion of construction & obtaining full occupancy certificate in respect of the proposed construction within a period of 60 months from the date of LOI after which the bid security BG shall be returned by the CTC. Failure to provide such performance guarantee shall entitle CTC to invoke the bid security BG treating the selected bidder in default of its covenants contained hereunder. Occupancy certificate may please be clarified.</p>	<p>Provisions relating to Occupancy Certificate and Performance Guarantee will apply as per RfP document.</p>
ii)	<p>Also please clarify with respect to return of performance BG as to when the same would be returned.</p>	<p>See Clause 2.5.2 of the RfP document.</p>
iii)	<p>In the Corrigendum -1 , some data/ tables need to be changed /replaced in the original RfP. Matter may be clarified regarding how to make the changes in the original RfP.</p>	<p>RfP document as issued with Corrigendum No. 1 dated 19th November 2013 and further Corrigendum/ clarifications as may be issued may be returned duly initialed in terms of Sl. No. 12 in Appendix IV - Annexure A of the RfP document.</p>
85	<p>Can we seek confirmation if the subject lands are not marked for acquisition by Govt. authorities for road widening or any other purpose?</p>	<p>As per law.</p>
86	<p>i) Details of the underground pipelines, cables, sewerage line drains & any other under-ground facilities may be provided ii) Details of the hoarding/structures put up in the</p>	<p>i) Not available. May make enquiries with appropriate authorities. ii) Contractual arrangements in this regard will be terminated prior to handing over of</p>

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	<p>existing premises may please be conveyed to us. Please apprise us if there are running agreements for continuation of the display messages on the hoardings that may impose future bindings on us.</p> <p>iii) It may kindly be clarified if the existing building structures in the offered land parcels would be demolished & cleared</p>	<p>possession.</p> <p>ii) See Clause 4.2 of the RfP document.</p>
87	<p>According to Clause 6.8(a), two bidders are said to be having "Conflict of Interest" if they have common controlling shareholders.</p> <p>Under such circumstances, a genuine doubt arises whether two PSUs participating in the bid, having common controlling share holding, that is Union of India, will be considered to have "conflict of interest", which may result in the disqualification of both the PSUs resulting in forfeiture of Bid Security Deposit.</p>	<p>The words "or by the Central/ State Government or its instrumentalities" may be added after the words "Companies Act, 1956" in Clause 6.8(a) of the RfP document [line no. 8 at p. 40 of the RfP document]</p>
88	<p>Whether the CTC would sign or provide any documents as may be required by the Urban Development Department while considering the exemption(s) under the "Urban Land (Ceiling and Regulation Act)"?</p>	<p>CTC's obligations under the RfP document and in law will be complied with.</p>
89	<p>Whether more than one person can be authorized as representative on behalf of the company to communicate with CTC on any future requirements / clarifications?</p>	<p>Yes. Maximum 2 who can act jointly or severally.</p>
90	<p>What is the "premises no." mentioned in the "scheduled description of demised premises" referred to in the "Proforma Lease Deed"?</p>	<p>Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.</p>
91	<p>What would be the terms of renewal of the lease?</p>	<p>As per RfP document/ Lease Deed.</p>
92	<p>What would happen after 1st renewal period is over (i.e. after 99+99 yrs.)? Nothing is mentioned in the bid document in this matter.</p>	<p>No provision for second renewal. See Clause 3.3 of the Proforma Lease Deed in Appendix VI of the RfP document.</p>
93	<p>When would the copy of title deeds be provided?</p>	<p>Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.</p>
94	<p>Will the trees and other encroachments be removed</p>	<p>CTC will on a "no recourse" basis assist the</p>

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	from the said land parcel by CTC?	Selected Bidder in applying for requisite clearances from the Forest Department, if any required.
		CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
95	Will CTC also be a party to the sub lease agreement to be executed by the selected bidder in favour of the end user in due course?	No.
96	Can the construction be done in parts/phases of the 240.5 cottahs of said land parcel available for lease in which case occupancy certificate would be provided only for the part of the land being developed?	As per RfP document.
97	<p>Payment of Lease Premium: As mentioned in clause 2.3.4 & 2.4 we are required to pay the 1st installment of 10% with 7 days of LOI and the next 85% within 30 days.</p> <p>Our Suggestion: The payment of the next 85% of Lease Premium should be simultaneous with the execution of lease deed and the possession of land. Can this clause be amended suitably?</p>	As per RfP document.
98	Clause 1.2.5 and 2.5.2 Please clarify the term Full Occupancy Certificate. Based on the discussions held today, it would be better if the word 'Full' is deleted.	As per RfP document.
99	Possession: Boundary wall to be done by the lessee /at the Lessee's cost, post which peaceful and vacant possession with clear ingress/egress to be handed over to the Lessee.	As per RfP document.
100	When and how can we have this due diligence done for the land parcel at Galiff Street depot?	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against production of Letter of Authority to attend such Data Room.
101	When and how can we verify the title deed etc. & related documents for the land parcel at Galiff Street depot?	Copies of title deed as available with CTC will be disclosed in a Data Room within 4th Dec to 5th Dec from 11 am to 4 pm to representatives of bidders (of respective depots) against

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		production of Letter of Authority to attend such Data Room.
102	Can we submit the requisite Bank Guarantee for Bid Security from Axis Bank - a scheduled Bank? We ask you this query become one D.D. of Rs. 1,00,000/- from Axis Bank towards the cost of the Bid Document was refused by your office and subsequently we deposited a D.D. from SBI on 27/11/2013 causing a delay of two days.	See Clause 1.18.1 of the RfP document.